

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X207

Date of Final Decision: 17 November 2022

Party Details

Customer:

Company:

Complaint

Many of the company's customers were impacted by a mains burst in the REDACTED area from 16 to 18 July 2022. The company paid compensation to some customers; £150.00 for supplies that were not restored within 24 hours, £75.00 for supplies that were restored within 12 and 24 hours, and £30.00 for supplies restored within 12 hours. The customer was without water for three days, which was very stressful as she has a disabled daughter who needs regular baths, but the company gave her only £30.00. The customer would like the company to reconsider its decision and pay her an appropriate goodwill gesture.

Response

In accordance with the Guaranteed Standards Scheme (GSS), where a water supply is interrupted due to an unplanned incident and the company fails to restore it within 12 hours, a customer is entitled to a credit of £30.00. On 16 July 2022, a trunk main failed and the customer's water supply was lost. The customer was not entitled to a GSS payment as her water supply was restored within 12 hours but the company credited the customer's account with £30.00 anyway. As the company has already compensated the customer when it was not obliged to do so, it denies liability to compensate the customer further.

Findings

The evidence does not show that the company has failed to provide its service to the standard reasonably expected by the average customer. Therefore, the customer's claim does not succeed.

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Outcome

The company does not need to take any further action.

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Case Outline

The customer's complaint is that:

- From 16 and 18 July 2020, many of the company's customers were impacted by a large mains burst in the REDACTED area. When the company repaired the burst and restored water supplies, some customers continued to receive an intermittent supply of water for many hours.
- The company automatically awarded GSS payments to some customers; £150.00 for supplies that were not restored within 24 hours, £75.00 for supplies that were restored within 12 and 24 hours, and £30.00 for supplies restored within 12 hours.
- She was without water for three days, from Saturday 16 July 2022 until Monday 18 July 2022, so the company should have paid her £150.00. However, the company incorrectly said she was without water for less than 12 hours and gave her compensation of only £30.00.
- The company has failed to consider that she is on the company's priority register as her daughter has Asperger's and needs regular baths to keep her calm, and the lack of water caused much inconvenience and stress.
- When she complained, the company said that even a trickle of water counts as a supply but she had no water at all.
- In view of the above, she would like the company to reconsider the circumstances of her case and provide an appropriate goodwill gesture.

The company's response is that:

- In the event of an emergency or an unplanned interruption, 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 its GSS policy, 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 a customer's supply is not restored within 48 hours.

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- There are exceptions to the requirement to make a payment under the GSS, such as where a customer has not made a claim within three months of the date on which the supply was cut off.
- Its obligation to provide a minimum level of water pressure is set out in The Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 (the Regulations). The Regulations are accompanied by the Guaranteed Standards Scheme guidance (GSS Guidance) provided by Ofwat, the industry regulator.
- In accordance with paragraph 10(1) of the Regulations, “[A] water undertaker must maintain, in a communication pipe serving premises supplied with water, a minimum water pressure of seven metres static head”. This is equivalent to 0.7 bars of pressure and is confirmed at part 5 of the GSS Guidance.
- This information is further entrenched in Section 8 of the Company’s Guaranteed Service promise (the “Code”). On page 11 and 55 of the Code states, *“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.”*
- The relevant exceptions to the requirement to make a payment under the GSS in these circumstances is where the pressure falls below the minimum standard due to necessary works taking place.
- On 16 July 2022, a trunk main failed in the customer’s area, which led to a major loss of water supply. It transferred water into the affected system from adjoining systems and it deployed its tanker fleet to inject water directly into the distribution systems at critical locations to increase water pressures. However, the demand on the network from its customers was greater than the amount of water it could supply and, consequently, the water pressure its customers experienced went up and down. The problem was made worse by the extremely hot weather during the event. However, the repair was fully completed on 18 July 2022.
- The incident caused around 4,000 customers to be off water for less than 12 hours, and a further 3,000 customers to be off water for more than 12 hours.
- On 18 July 2022, it wrote to all affected customers and explained that it would credit its household customers with £30.00 for every 12 hours their supply was interrupted, and provide a credit of £150.00 for household customers who were off supply for more than 24 hours.

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- Data from its monitors shows that the customer's water supply was off for less than a period of 12 hours, so the customer was not entitled to a GSS payment. Despite this, on 28 July 2022, it credited the customer's account with £30.00.
- It has apologised to the customer for the interruption to the water supply and believes that the amount paid is fair in the circumstances as it exceeds the relevant legal and policy requirements.
- In view of the above, it does not believe that the customer is entitled to further compensation and denies liability to make a goodwill payment.

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.

How was this decision reached?

1. The customer claims compensation from the company on the basis that it promised to pay £150.00 to all customers whose water supply was off for 24 hours or more and, even though her water supply was off for more than 24 hours, the company only paid her £30.00. The customer says that the company has failed to consider the stress caused by being unable to bathe her daughter who has Asperger's and needs regular baths to calm her down. The company says that its pressure data shows that the customer's water supply was restored

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within a twelve hour period and it has paid the customer £30.00 to compensate her for the interruption to the supply, even though it had no legal obligation to do so.

2. In order for the customer's claim to succeed, the evidence must show on the balance of probabilities that the company has failed to provide its service to the standard reasonably expected by the average person by not paying the customer the amount of compensation applicable under the relevant legal requirements and company policies.
3. Having reviewed the evidence provided by the company, including the pressure data, the document entitled "Core Customer Information GSS Extract", the document entitled "The guaranteed standards scheme (GSS): summary of standards and conditions", The Water Supply and Sewerage Services Regulations 2017, The Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008, and the first and second incident letters, I accept that the evidence shows that the customer's supply was restored within a twelve hour period. I acknowledge that the customer says her supply was interrupted for three days, and I accept that the data supplied by the company shows that the customer's pressure fluctuated and did not reach its usual level for substantially longer than a twelve hour period. However, I am unable to accept that the data provided by the company from the pressure and flow monitors, that are strategically placed throughout the company's network to collect data about the pressure of water and the level of supply, is incorrect as there is no evidence to undermine it or show that the customer had no water at all for a period of twelve hours or more.
4. In any event, the document entitled "The guaranteed standards scheme (GSS): summary of standards and conditions" explains that a water company will be exempt from making a GSS payment if a supply is not duly restored "where the supply was interrupted or cut off due to a leak or burst on a strategic main, or for any other unplanned reason, the circumstances were so exceptional that it would be unreasonable to expect the supply to be restored within the relevant period".
5. As the evidence shows that the customer's supply was interrupted by a burst on a strategic main, I find that this exemption is applicable to the circumstances of this case and I do not find that the company was obliged to make any GSS payment to the customer. Therefore, I accept the company's position that the £30.00 payment already paid by the company exceeds the company's GSS obligations outlined in the "Core Customer Information GSS Extract" and the amount of compensation promised by the company in the letter sent to the customer dated 18 July 2022.

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6. In view of the above and based on the evidence I have been provided, I do not find that the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to provide further compensation. Therefore, while I appreciate that the customer will be most disappointed by my decision, especially in light of the additional stress caused to the customer due to her daughter being unable to have baths, the customer's claim cannot succeed.
7. Following the preliminary decision, the customer made some further comments. While I appreciate that the outcome of my adjudication is not what the customer hoped for, I have already considered the issues raised by the customer in her comments and, therefore, my decision remains unchanged.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 1 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.

K S Wilks

Katharine Wilks

Adjudicator

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