

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X210

Date of Final Decision: 11 November 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer claims that he was without a water supply between 16 and 18 July 2022 following the company's main pipeline failure in the customer's area. The customer seeks the company to increase his compensation beyond the £75.00 and provide two months of water at no charge.

#### Response

Following the failure of the company's main pipeline, the company wrote to the customer advised him that it would credit his account with a goodwill offer of £30.00 for every 12 hours his supply was interrupted; and for those household customers who were off supply for more than 24 hours, the company would be crediting their account with £150.00. The company increased this goodwill offer by a further £45.00 for its customers who had experienced a loss of water for a period exceeding 12 hours but less than 24 hours. The customer was credited £75.00, as its monitors show that the customer's water supply was off for a period exceeding 12 hours but less than 24 hours. The sum of £75.00 exceeds any payment due under its Guaranteed Service Scheme and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. Accordingly, no further sums are due. The company has not made any offers of settlement.

#### Findings

I am satisfied the evidence points to the fact that the company did not fail to provide its services to the standard to be reasonably expected concerning the loss of water supply to the customer's property.

#### Outcome

The company needs to take no further action.

The customer has until 9 December 2022 to accept or reject this decision.

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# ADJUDICATOR'S FINAL DECISION

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## Case Outline

### **The customer's complaint is that:**

- He was without water supply between 16 and 18 July 2022 following a failure of the company's main pipeline in the customer's area.
- The customer seeks the company to increase his compensation beyond the £75.00 and provide two months of water at no charge.

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

- Following the failure of the company's main pipeline, the company wrote to the customer advised him that it would credit his account with a goodwill offer of £30.00 for every 12 hours his supply was interrupted; and for those household customers who were off supply for more than 24 hours, the company would be crediting their account with £150.00.
- The company increased this goodwill offer by a further £45.00 for its customers who had experienced a loss of water for a period exceeding 12 hours but less than 24 hours.
- The customer was credited £75.00, as its monitors show that the customer's water supply was off for a period exceeding 12 hours but less than 24 hours.
- The sum of £75.00 exceeds any payment due under its Guaranteed Service Scheme and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008.
- Accordingly, no further sums are due.

## 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.

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2. Whether or not the customer has suffered any financial loss or another disadvantage as a result of a failure 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 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 dispute centres on whether the company has failed to provide water to the customer's property at the required pressure for a period exceeding 24 hours.
2. The company is required to meet the standards set out in the Water Industry Act 1991, and the effect of this is to place an obligation on a water and sewerage company to connect a customer's premises to the company mains water, maintain its pipework and to provide a supply of water.
3. The company is also required to provide a minimum level of water pressure of 0.7 bar of pressure as set out in the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008.
4. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Guaranteed Service Scheme.
5. From the evidence put forward by the customer and the company, I understand that on 16 July 2022, a trunk main failed in the customer's area, leading to a significant water supply loss in the area.
6. I understand that the company used a range of alternative pipes to transfer water into the affected system from adjoining systems and deployed its tanker fleet to inject directly into the distribution systems at critical locations to increase water pressures.

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7. However, the demand on the network from the company's customers was greater than the amount of water the company could supply, and as the demand fluctuated, so did the pressure the customers experienced. The repair was fully completed on 18 July.
8. The evidence shows that on 18 July 2022, the company wrote to all the customers who had experienced a loss of supply and advised them 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, the company would be crediting their account with £150.00.
9. Following this, on 9 September 2022, the company wrote to all the customers who had experienced a loss of supply and advised them that after discussions with CCWater, it would credit its household customers with a further £45.00 for household customers who were off supply for more than 12 hours, but less than 24 hours.
10. The evidence shows that the customer's property water supply was restored after 12 hours, but within 24 hours, and therefore he would qualify for the £30.00 payment offered on 18 July 2022 and the £45.00 payment offered on 9 September 2022.
11. On 28 July 2022, the £30.00 credit was applied to the customer's account, and on 12 September 2022, the £45.00 credit was applied to the customer's account.
12. In the meanwhile, the customer contacted CCWater to discuss the firstly £30.00 credit and then the additional £45.00 credit as he believed these sums did not adequately compensate him for the inconvenience and distress incurred due to the loss of water. Unfortunately, CCWater could not resolve the customer's complaint and as the customer remained unhappy with the company's final position that he would not be entitled to any further sums or compensation. On 23 September 2022, the customer commenced the WATRS adjudication process.
13. Concerning whether the company failed to provide water to the customer's property or at the required pressure for a period exceeding 24 hours. On reviewing the company's pressure log, I find that over a period of 36 hours from the time of the incident, the customer's water pressure fell at times below the minimum level of water pressure of 0.7 bar pressure as set out in the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008.

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14. Whilst the customer's water pressure fell below the minimum level of water pressure of 0.7 bar, the evidence shows that this was due to the failure of a trunk main in the customer's area and that the works to repair the main were necessary. In normal circumstances, under the company's Guaranteed Service Scheme, the customer would be due an additional £25.00 due to the pressure dropping below the minimum level of water pressure of 0.7 bar. However, under the company's Guaranteed Service Scheme, this payment would not be due as the repair works were deemed necessary.
15. Whilst I appreciate the customer's position, the evidence shows that the customer's water supply was restored within 24 hours, and therefore, he would qualify for the £30.00 payment offered on 18 July 2022 and the goodwill payment of £45.00 payment offered on 9 September 2022. The evidence shows that these together exceed what would be due to the customer under the company's Guaranteed Service Scheme.
16. Considering the above, I find that it has not been proven that the company did not provide its services to the customer to the standard to be reasonably expected by the average person concerning the loss of water supply and the subsequent fluctuations in water pressure.
17. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Accordingly, I find that the customer is not due any sums in this regard.
18. The customer has made comments on the preliminary decision and having carefully considered each aspect of the customer's comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.
19. Considering the above, I am satisfied the evidence shows that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning its loss of water supply and the subsequent fluctuations in water pressure.

#### **Outcome**

The company needs to take no further action.

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### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 9 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



**Mark Ledger FCI Arb**  
**Adjudicator**

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