

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X214

Date of Final Decision: 7 November 2022

Party Details

Customer:

Company:

Complaint

The customer claims that the company knowingly provided pressure lower than the regulatory standards for longer than 24 hours following a loss of supply. The customer seeks the company to increase his compensation beyond the £30.00 already offered.

Response

The company says its monitors show that the customer's water supply was not off for a period exceeding 12 hours. Under its Company's Guaranteed Service, the customer would not usually be entitled to any payment. Only if the customer had no water for a period exceeding 12 hours, or the works were not deemed necessary, or if the company identified a pressure level in the customer's communication pipe below seven metres static head for at least an hour on two separate occasions within 28 days, then the customer would have been entitled to a payment. However, in this case, the company has paid out compensation where no entitlement exists. 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 low pressure and water supply to the customer's property.

Outcome

The company needs to take no further action.

The customer has until 5 December 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company knowingly provided pressure lower than the regulatory standards for a period longer than 24 hours following a loss of supply.
- The customer is seeking the company to increase his compensation beyond the £30.00 already offered.

The company's response is that:

- Its monitors show that the customer's water supply was not off for a period exceeding 12 hours.
- Under its Guaranteed Service Scheme, the customer would not usually be entitled to any payment.
- Only if the customer had no water for a period exceeding 12 hours, or the works were not deemed necessary, or if the company identified a pressure level in the customer's communication pipe below seven metres static head for at least an hour on two separate occasions within a 28-day period, then the customer would have been entitled to a payment.
- However, in this case, the company has paid out compensation where no entitlement exists.
- 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.
2. Whether or not the customer has suffered any financial loss or another disadvantage as a result of a failure 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 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.
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.

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8. The evidence shows that under the company's Guaranteed Service Scheme, typically, there would be no credit for any customer who had experienced a loss of supply for less than 12 hours or where the pressure falls below the minimum standard due to necessary work taking place. However, 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. The evidence shows that the customer's property water supply was restored within 12 hours, and therefore he would not qualify for a payment under the Guaranteed Service Scheme as he experienced a loss of water for less than 12 hours, and the repair works were deemed necessary. However, the customer would qualify for the goodwill payment offered on 18 July 2022.
10. On 28 July 2022, the £30.00 credit was applied to the customer's account. On 2 August 2022, the customer contacted the company to discuss the £30.00 credit as he believed he was entitled to further compensation. I understand that the company advised the customer that as he only had a loss of water for less than 12 hours and as the works were deemed necessary, he would not be entitled to any further sums.
11. The customer progressed matters to CCWater to resolve as he believed that as the pressure loss exceeded 24 hours, he should be entitled to further compensation. 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. On 26 September 2022, the customer commenced the WATRS adjudication process.
12. Concerning whether the company failed to provide water to the customer's property or at the required pressure for a period exceeding 24 hours. I note that the company looks at the longest continuous period of loss of pressure to determine whether there is a complete loss of service. The evidence shows that the industry standard for a complete loss of water is when the pressure is deemed to be lower than 3 meters per head.
13. 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 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, it only fell below 3 meters per head on a couple of occasions and for periods less than 12 hours. The evidence shows that these pressure drops were due to the failure of major pipework in the customer's area and that the works to repair the pipework were deemed necessary.
15. Whilst I appreciate the customer's position, the evidence shows that the customer's water supply was restored within 12 hours of its loss, as at no point was the loss of pressure below the 3 meters per head for a period greater than 12 hours.
16. Therefore, the customer would not qualify for a payment under the Guaranteed Service Scheme as he experienced a loss of water for less than 12 hours, and the repair works were deemed necessary, so he would also not be liable for payment due to the loss of pressure. However, the customer would qualify for the goodwill payment offered on 18 July 2022.
17. The company has certain obligations in respect of its customer services. From the evidence provided, I believe 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.

What happens next?

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

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- The customer must reply by 5 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.

A handwritten signature in black ink, appearing to read 'ML', followed by a long horizontal line extending to the right.

Mark Ledger FCI Arb
Adjudicator

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