

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X184

Date of Final Decision: 16 December 2022

Party Details

Customer:

Company:

Complaint

The customer states that the company misled the Magistrate in order to obtain a warrant of entry to carry out work at his (tenanted) property, refused to pay for his travel to the property to oversee the works and failed to supply documents it is obliged to provide him with. The customer also states he is disabled and on the company's Priority Service Register and that he received multiple automated calls from the company on his landline number that he believed were scam calls. The customer requests an apology, compensation of £10,000.00 and for the company to provide a service.

Response

The company states that the customer's complaints are vexatious. It has a duty to repair its assets. It did not want to apply to court for a warrant to gain entry into the customer's property but was forced to due to the customer's actions. It has provided the customer with some of the documents requested; however, it did not agree to provide him with the warranty details or the liability insurance certificate. Regarding the automated calls, the company acknowledges that the customer was contacted "out of hours" in relation to a water emergency as he is on its Priority Service Register. This was caused by a delay due to the number of messages sent. The company states that it has provided an apology for any convenience caused. It denies it is required to pay the customer any compensation.

Findings

There was a lack of evidence to establish the company's assertion that the claims are vexatious. The claim relating to court action by the company to

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obtain a warrant of entry to carry out emergency work at the customer's property falls outside of the remit of WATRS as a court has already ruled on this matter. However, the customer's request for the company to provide him with documents falls within remit as it relates to the company's customer service. The company agreed to provide the customer with the surveyor's report and warranty details yet there is a lack of evidence to show that it has, as such, this is evidence of the company's service provided not reaching the standard to be reasonably expected. The multiple and automated calls received by the customer on his landline number constitutes further evidence of the company's service provided not reaching the standard to be reasonably expected.

The company did not make any settlement offer to the customer.

Outcome

The company needs to take the following further action:

- Make reasonable endeavours to ensure the warranties are provided to the customer.
- Send the surveyors report to the customer.
- Confirm in writing to the customer that he is still on its PSR, as per its confirmation provided to CCW.
- Provide a written apology and pay the customer £225.00 in compensation for stress and inconvenience caused by instances of where its customer service provided did not meet the standard to be reasonably expected.
- Provide a written apology and pay the customer £50.00 in compensation for stress and inconvenience caused by sending multiple automated calls to the customer's landline number.

The customer must reply by 19 January 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The customer states that (the company) applied to court seeking a warrant of entry to his property to carry out works. The company misled the magistrate by telling them he had refused it entry when in fact he had said no works could take place until he received the warranty details and who covers it, method statement, risk assessment, contractor company insurance liability certificates.
- The company demanded that he get a surveyor "at a click of a finger" to monitor their work at virtually zero notice. The company told him to contact a manager at a third party to obtain the liability insurance document however the manager was not available and the company would not provide him with this.
- The company sent him a sewer defect engineers report that had the wrong post code mentioned in the report that it has refused to correct. It only provided the report to him seven months after the works took place.
- The company promised him a copy of their surveyors report and warranty details in regards to the works carried out which he is still waiting for.
- The company has ignored his requests for a manager to call him back, in breach of their Code.
- The customer states he is disabled and is on the Priority Service Register (PSR).
- He received a high number of automated calls from REDACTED with the message stating a phone number and then "Press one to listen to the message". It did not mention a water emergency. He hung up as he thought it was a scam call.
- He continued to receive the calls throughout the night. He had to unplug his phone as he was so distressed with the amount of calls. He complained to REDACTED that these calls were unlawful as they constituted harassment but was told he was not allowed to complain.
- He seeks an apology, a service and £10,000.00 in compensation from the company.

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The company's response is that:

- The company states that an internet search shows that the customer is a serial complainant. Throughout his complaint with it, he has vexatiously complained.
- In relation to the customer's first complaint, it owes a statutory duty under the Water Industry Act 1991, to keep its assets in good condition.
- It states it was issued with a warrant by the Magistrates Court to gain entry to carry out emergency works at this property. It did not want to apply for a warrant but it was forced to apply for a warrant for entry due to the customer's actions.
- It at all times offered various solutions to the customer, it has no duty to pay for the cost of customer's travel to their property (that is tenanted) to be present whilst it was carrying out works.
- When it requests to undertake works on assets which lay within a customer's property its advice to customers is to obtain advice from independent surveyors, the customer had ample opportunity to do this if desired.
- It acknowledges that the wrong postcode was incorrectly inputted into the sewer defect engineers report; however, the substance of the report was not wrong and the property is still clearly identifiable in the report.
- It has previously provided the customer with the surveyors report which is referenced in the CCW documents.
- It has offered the customer an apology for the poor service he thinks he received; however, it contends that no monetary payment is required.
- It denies that it has ever refused to call the customer back, the customer has hung up on its staff on multiple occasions.
- It denies that it told the customer to contact a third party to obtain the liability insurance document. This is not something it can provide to the customer.
- It also denies that it informed the customer that he would receive warranty details on the works undertaken at the property.
- In relation to the customer's second complaint, the company states that unfortunately on 4 January 2022 a number of customers, including the customer, were contacted out of hours. This was because he is on REDACTED's PSR. REDACTED's usual contact hours are between 8am and 9pm.
- This was to provide information in relation to a water emergency relating to third party damage causing low water pressure or loss of supply.
- Through CCW it has tried to engage with the customer and has provided an apology for any inconvenience caused.

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- Both it and REDACTED use social media to relay any critical information outside of these hours.
- The customer has now been removed from the PSR and therefore will not receive these calls.

Reply

- The customer reiterates the main points of his first complaint providing further details.
- The customer states CCW told him the company would send him warranty details and surveyors report showing the work was done properly. He is still waiting for these.
- Regarding the second complaint, the customer said he was blocked from making a complaint and he denies that he has received an apology.

Comments on Preliminary Decision

- The customer reiterates aspect of the claim including that the company did not offer to pay for his journey to the property and that it misled magistrates to get a warrant to enter his property.
- The customer disputes that he is on the company's PSR stating he was taken off of it.

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?

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1. The customer's claims concern: the company's actions in relation to emergency work it carried out at the customer's (tenanted) property that it obtained a warrant of entry for and; automated calls received from REDACTED (hereinafter referred to as the company).
2. Regarding the company's submission in its Response that the complaints are vexatious, based on the evidence, I find that it has not been shown that the customer is pursuing a complaint which is entirely without merit and is made with the intention of causing inconvenience, harassment or expense to the company. As such, I do not accept the company's allegation in this regard.

First complaint.

3. I remind the parties that Scheme Rule 3.5 states the Scheme cannot be used to adjudicate disputes that are the subject of an existing court action or on which a court has ruled unless the court's decision has been set aside. Therefore, in accordance with Scheme rule 3.5, the claim regarding the emergency work the company carried out as his property for which it obtained a warrant of entry from the court, falls outside of the scope of WATRS. As such, I will not consider the customer's submissions relating to the company's actions in respect of this issue on this basis.
4. The customer, however, also claims that the company has failed to send him various documents in relation to the works it carried out that it is required to provide him with and agreed to send him during the CCW process.
5. As this complaint relates to the company's customer service provided I am satisfied that this element falls within the remit of WATRS, therefore, I will proceed to consider whether the company's service reached the standard to be reasonably expected when handling the customer's request for the following documents.
 - a. Sewer defect engineers report. This was originally provided to the customer on 22 December 2021 (prior to the works being undertaken); however, this contained an incorrect postcode. The customer raised concerns via CCW about the validity of this document and in response the company stated that as the substance of the report was not wrong and the property is still clearly identifiable in the report, this did not invalidate the report. On 24 June 2021, the company told CCW that it would arrange for this report to be revised to reflect the correct postcode. The customer has confirmed he received this in July 2022. Therefore, as the company provided this report to the customer promptly in

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the first instance, explained its position in relation to his concerns raised regarding the validity of the report, and agreed to correct the postcode in the report, I find that it acted reasonably. Whilst there was a delay with providing the customer with the revised report, on balance the length of the delay is insufficient to constitute evidence of the company's service provided not reaching the standard to be reasonably expected.

- b. Warranty details. These have not been provided to the customer. The customer submits that the company agreed to provide these; however, in the Response the company denies that it agreed to provide this to the customer. I can find no evidence to show there is an obligation on the company to provide warranties for the works undertaken on its assets to the customer, despite the assets in this case being located within the boundary of the customer's property. However, the CCW notes of their call to the company on 26 June 2022 indicate that the company told CCW that it had asked its contractor (whom carried out the work on its behalf) to send the customer the warranties for the works undertaken. Furthermore, this evidence indicates that in response to CCW's request for the company to chase this matter up with its contractor due to the customer not having received these, the company agreed it would. Therefore, on balance I accept that the company agreed to arrange for the warranties to be sent to the customer. As the customer has not received the warranties and the company has not evidenced that it has chased this up with its contractor as agreed, I find that this constitutes evidence of the company's service provided in this respect not reaching the standard to be reasonably expected. In the circumstances, the company is directed to make reasonable endeavors to ensure the warranties are provided to the customer.
- c. Surveyor's inspection report (of works carried out). The customer states he had not been provided with this document which he wants as proof that the works were completed "properly". However, in the Response the company says that it has already provided this to the customer and refers to CCW having acknowledged this. Therefore, it is clear from the company's submission that it agreed to provide this report to the customer; however, there is no clear evidence in the CCW documents to demonstrate that the company sent this report to the customer and the company has not submitted any evidence to show this to WATRS. Therefore, on balance, I accept the customer's submission that the company has not sent this report to the customer. I find that this constitutes evidence of the company's service provided not reaching the standard to be reasonably expected. In the circumstances, it is reasonable to direct that the company send this report to the customer.

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- d. Liability insurance certificate. The company states this is not something it can provide to the customer. I find that there is a lack of evidence to indicate there is any duty on the company to provide this certificate to the customer in relation to the works undertaken at the customer's property. Furthermore, there is no evidence of the company agreeing to do so during the CCW process or elsewhere. However, based on the evidence, I am not satisfied that the company has clearly explained to the customer the reason for its unwillingness to provide the certificate to him. Therefore, on balance I consider that the company has not provided sufficient explanation to the customer in relation to this point. This constitutes evidence of the service provided by the company not reaching the standard to the reasonably expected.
6. In his WATRS Application, the customer also states that the company has ignored his request for a manager to call him back. The company has denied this claim stating it has never refused or failed to call the customer back. I find that due to insufficient evidence or detail supplied in relation to this claim, it has not been established, on a balance of probabilities, that the company ignored or refused the customer's request for a manager to call him. Therefore, I find there is insufficient evidence to show that the company's customer service did not reach the standard to be reasonably expected in this regard.
7. In light of the company's service not reaching the expected standard, as set out above, I find it reasonable to direct that the company provide a written apology to the customer for instances and also pay him a measure of compensation for the stress and inconvenience caused by its failure to provide the warranty details and surveyors inspection reports and for not adequately explaining the reason it is unable to provide the liability insurance certificate. I assess that a reasonable amount to be £225.00. This amount falls into the higher end of Tier 2 of the WATRS Guide to Compensation for Inconvenience and distress. I am satisfied this amount is fair and proportionate to the service shortfalls shown.

Second complaint.

8. The customer is disabled and is on the company's PSR.
9. The customer's claim concerns four automated calls received from the company on 4 January 2022 and a call on his answer phone the next morning that he believed were scam calls as he

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states not once in any of the five calls was it mentioned that it was the company calling. He states he put the phone down after the first one but the automated phone system kept calling him so he resorted to unplugging his phone. He alleges this was harassment by the company.

10. I remind the parties that accordance with Scheme Rule 3.4.3, the allegation concerning 'harassment' falls outside the remit of WATRS as it involves a complicated issue of law. Nonetheless, I am able to consider if the company's service reached the standard to be reasonably expected whilst providing its service to customers on the PSR and whilst handling the customer's related complaint.
11. The company acknowledges that it contacted the customer via "automated voice blast" messages sent to his landline number on 4 January 2022. It says this was to provide information in relation to a water emergency relating to third party damage causing low water pressure or loss of supply. It said whilst it will not normally send messages to customers after 9pm, it accepts that due to the high number of messages sent (11,148) there was a large delay with customers receiving these messages between 8.53 and 10.29 pm.
12. Following the customer raising this complaint with CCW on 19 January 2022, I find that the company:
 - a. Confirmed to CCW that it had removed the customer from the automated service as requested (as stated in the CCW response to the customer dated 25 February 2022).
 - b. Provided detailed explanations to the points raised by CCW; within its response dated 19 April 2022, the company confirmed it had listened to the voice blast sent and found that whilst the message did state it was from the company, it admitted some parts were difficult to understand and there was a 10 second silence on the message. It said it was in communication with its text system management company about these issues and it was reviewing alternative options to help stop any future automated voice blast messages to landlines. It has also recruited a Service Interruption Co-Ordinator, who will be responsible for the event management process, ensuring training is delivered with governance and quality being monitored.
 - c. Confirmed to CCW during a call on 7 June 2022 that the customer was still on its PSR and that any future contact will be made by a person, not an automated message. Further, it stated that it will provide him with a dedicated contact from within the executive team for any future contact. Its response was relayed to the customer via a call on the same date.

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13. Therefore, due the number of voice blast messages sent to the customer's landline on 4 January 2022 and on 5 January 2022, the time they were sent and because they were difficult to understand, on balance I find they constitute evidence of the company's service provided not reaching the standard to be reasonably expected.
14. The customer claims that he was "blocked" by REDACTED from making a complaint about the automated calls on the basis that he already had an ongoing complaint with the company. In light of my above findings, it is evident that the company did respond, through CCW, to the complaint regarding automated calls after the customer raised this with CCW on 19 January 2022. Due to insufficient evidence to establish that the customer raised this issue with the company prior to 19 January 2022 and that the company refused to respond to his complaint, I find that there a lack of evidence to show that the company's service did not reach the standard to be reasonable expected on this basis.
15. The company has confirmed the following actions taken in response to the customer's complaint: that the customer has been removed from its automated service; that the customer is still on its PSR and will receive non-automated contact in the future and; that it is undertaking a review of the automated service. I find this indicates that the company has taken reasonable steps to prevent the same issue reoccurring. However, in the circumstance, I find it is reasonable to direct that the company provide a written apology to the customer for the failure to provide its service to the expected standard as there is no evidence of it having done so. Further, it is reasonable to direct that the company pay the customer a measure of compensation for the stress and inconvenience caused by the multiple voice blast messages sent to the customer's landline number. I find that a reasonable and proportionate amount is £50.00 in compensation.
16. In light of the customer's Comment on the Preliminary Decision suggesting he is no longer on the company's PSR, I have included a direction below for the company to confirm in writing to the customer that he is still on its PSR, as per its confirmation provided to CCW.

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Outcome

The company needs to take the following further action:

- Make reasonable endeavours to ensure the warranties are provided to the customer.
- Send the surveyors report to the customer.
- Confirm in writing to the customer that he is still on its PSR, as per its confirmation provided to CCW.
- Provide a written apology and pay the customer £225.00 in compensation for stress and inconvenience caused by instances of where its customer service provided did not meet the standard to be reasonably expected.
- Provide a written apology and pay the customer £50.00 in compensation for stress and inconvenience caused by sending multiple automated

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 19 January 2023 to accept or reject this decision.
- 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.

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

Adjudicator

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