

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/XX/X252

Date of Final Decision: 30 December 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer states she has been experiencing losses to her water supply since she moved into the property in 2016. This has caused her significant inconvenience and she requests compensation from the company on the basis that the service it is providing is "unacceptable and unreliable".

Response

The company states it is sorry for the interruptions to the customer's water supply. However, its monitors show that the customer's water supply was not off for a period exceeding 12 hours on the stated occasions she experienced disruptions to her water supply, therefore, it is not obliged to pay her any compensation. It states that has put in place systems to mitigate against further water supply disruptions.

Findings

The company acknowledged in its communication to the customer that there had been problems at the local pumping station with power outages and stated that it had put new systems in place to mitigate any further losses to the water supply. Due to evidence indicating the loss to the customer's supply did not last more than 12 hours on each occasion, the company is not under any obligation to pay the customer compensation for the ten specific occasions referenced in her Application. However, as I find that the frequency of the disruptions is unreasonable and indicative of the company not putting in place mitigation in a timely enough manner, the service provided did not meet the standard to be reasonably expected.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.



Outcome

The company needs to take the following further action:

- Make a direct compensation payment to the customer in the amount of £200.00 for stress and inconvenience caused as a result of its service provided not reaching the expected standard.

The customer must reply by 30 January 2023 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/ XX/X252

Date of Final Decision: 30 December 2022

Case Outline

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

- There have been issues with her water supply since she moved into her new build property in March 2016.
- Water goes off with no warning at any time during the day or evening.
- She has been complaining to the company and asking for compensation on the basis that she is paying for a service that is "unreliable".
- Unfortunately, she only has texts from the company going back to June 2021, however there were previous incidents of no water.
- The dates of texts she has in relation to no water are: 1 June 2021, 20 June 2021, 12 November 2021, 18 November 2021, 26 January 2021, 5 March 2021, 10 March 2021, 21 June 2022, 1 July 2022 and 4 August 2022.
- The lack of supply is "unacceptable" when she has to get ready for work without washing, shower and toilet facilities.
- The customer requests that the company pay her compensation and provide a service.

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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

- 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 relation to water pressure, 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 which 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.”
- In regards to the incidents on the dates referred to by the customer, its monitors show that the customer’s water supply was not off for a period exceeding 12 hours.
- Therefore, in accordance with GSS and the Code, the customer is not entitled to any compensation 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 states the company does “not care” about its customer service and states it is “a poor shame” she cannot switch providers.
- The customer states that on 13 December 2022, she experienced another loss to her water supply. She states the pump at its pumping station needs replacing.

Comments on Preliminary Decision

- The customer requests that the company pay the compensation award in to her bank account as opposed to her water service account with the company.

How is a WATRS decision reached?

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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. I remind the parties, that in accordance with Scheme Rule 2.4, the Scheme cannot be used to adjudicate disputes that have not exhausted the company's complaints process. In her Reply, the customer has referred to an additional loss in water supply that she alleges happened in December 2022. As a complaint regarding this incident has not exhausted the company's complaint process, I have not considered this as part of this adjudication.
2. The customer's claim concerns a loss in water supply. She states that she regularly experiences losses in her water supply and provides ten specific dates between 30 June 2021 and 4 August 2022 when she encountered this. The customer seeks compensation from the company for the stress and inconvenience caused by its failure to provide an "acceptable" and "reliable" service. In her communication with the company, she states the loss of water usually lasts around four hours.
3. The company does not dispute that the customer has experienced interruptions to her water supply on the dates given and, in its Response, it offers apologies to the customer for these incidents. However, the company states that its monitors show that any loss of supply experienced by the customer has not lasted longer than 12 hours, therefore, under GSS and in accordance with its Code, the customer is not entitled to any compensation payment.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

4. 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). This is echoed in the company's Code. Based on the evidence including the customer's own submissions and the graphs provided by the company at attachment 11, on balance I accept that the customer's water supply was restored within 12 hours on each of the dates in question. As such, there is no evidence of the company failing to pay the customer compensation in accordance with its obligations.
5. However, I consider that the high frequency of the unplanned/emergency interruptions experienced by the customer between 30 June 2021 and 4 August 2022, indicates that the company had not put in place any effective measures to minimise the risk of the same issue reoccurring during this timeframe. I note that in its response to the customer dated 22 September 2022 supplied at Attachment 7, the company acknowledged that there had been problems at the local pumping station with power outages and stated that it had put new systems in place at the reservoir to mitigate any further losses of power in the area to keep the pumps running.
6. Whilst this indicates the company has now taken steps to reduce the risk of further disruptions caused to the customer's water supply, on balance it was reasonable to expect the company to take such action earlier in order to prevent the subsequent and ongoing losses to her water supply since June 2021. As there is no evidence of it doing so, on balance, I find this demonstrates that the company's service provided has not reached the standard to be reasonably expected.
7. I find that in the circumstances, it is reasonable to direct that the company shall pay the customer a measure of compensation for the stress and inconvenience caused by the unreasonably high number of water supply interruptions she experienced during the timeframe considered in this adjudication. I assess that a reasonable amount for the overall inconvenience caused prior to measures being put in place by the company to mitigate further water supply interruptions, to be £200.00. This amount falls into the lower end of Tier 2 of the WATRS Guide to Compensation for Inconvenience and Distress which I am satisfied is proportionate to the issue experienced. In response to the customer's point raised in her Comments on Preliminary Decision, I find that there is an expectation on the company to pay compensation awarded in this Decision directly to the customer (unless the company shows there are exceptional circumstances for example, the customer's water service account is in arrears).

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

Outcome

The company needs to take the following further action:

- Make a direct compensation payment to the customer in the amount of £200.00 for stress and inconvenience caused as a result of its service provide not reaching the expected standard.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 30 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.



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

Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.