

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X279

Date of Final Decision: 29 December 2022

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer complains that when carrying out work to replace his lead pipes, the company required the customer to ensure that the area was free of cars, that his plumber was on standby and that he should stay at home all day. On four occasions the company did not attend when promised and the customer experienced wasted time and expenditure, had a damaged relationship with his neighbours and suffered a loss of earnings. The customer asks for compensation of £2,591.00.

#### Response

The company says that it has not provided the expected standard of service and that it has offered £1,490.00 in compensation including an agreed figure of £500.00 for wasted plumber's costs. The company says that its legal services section will consider any evidence of loss of earnings that the customer has put forward, but none has been provided. It is willing to pay £1,490.00 but does not consider that further compensation is justified.

#### Findings

On consideration of the history of this matter as explained in my reasons below, I find that the company has not provided its services to the expected standard. The company has, however, excluding the plumber's costs of £500.00, offered compensation of £990.00 which is within Tier 3 of the WATRS Guide to Compensation for Inconvenience and Distress. I therefore find that the total offer of £1,490.00 is fair and reasonable. Although the customer complains of loss of earnings, he has not put forward evidence on which I can be satisfied that he has suffered a financial detriment and I do not award compensation under this head of his claim.

#### Outcome

The company needs to pay £1,490.00 to the customer.

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## Case Outline

### The customer's complaint is that:

- The customer complains that several years ago he had his water supply independently tested for quality and it was found to have over seven times more lead content than allowed by standards. Lacking the funds to repair the lead pipes, he has used bottled water for regular drinking.
- The customer was thus delighted to be told that a new scheme would allow him to have the lead pipes changed, costing him little. The arrangement was that the customer would pay for the internal work whilst the company would do the rest.
- The company set dates whereby the work was to be done in stages and the customer was told to ensure that:
  - (1) the area was free of cars
  - (2) he should stay home all day; and
  - (3) have a plumber on standby.
- The company did not attend when expected. The customer had many phone conversations on each expected day in which he was told that the company did not know where the work units were and could not contact them, but they were expected to arrive soon.
- The customer was left with many days off work, which was a financial loss. His neighbours were very upset about being asked to move cars for no reason and compliance was more difficult to attain - and this has soured relationships since. The neighbours were also upset about the large open hole in their small road that remained open for a long time. Also, the customer had to pay a plumber to be on standby for the whole day on several occasions.
- At one stage the company blamed the council for revoking permission due to the Jubilee. The customer questioned the council who sent him an email denying ever revoking permission, something that they say they would almost never do.

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- The customer says that the company has lied, has been incompetent and has very poor communication. He also complains that in trying to settle, the company has asked him to correspond with various different departments of the company,
- The customer asks for compensation of £2,591.00.

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

- While the initial part of the process ran very smoothly, the replacement of the customer's lead pipes took longer than expected to complete and the company agrees that the communication and service provided was poor.
- The company has made a considered and appropriate offer of compensation of £1,490.00.
- The separate claim for loss of earnings remains open and the company has offered to liaise with the customer's legal team so that he has one point of contact.
- The company apologises for providing poor service.

**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.

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## How was this decision reached?

1. I take into account the comments made by the customer on my Preliminary Decision and I note that the company has made no observations. The outcome of my Final Decision is the same as my Proposed Decision.
2. Although the customer complains about the lead piping in his internal and external water supply and I note that he says that this has caused him to be ill, I remind the parties that I have no jurisdiction to consider the quality of water provided. This issue is precluded under rule 3.5 of the Scheme Rules.
3. The customer, however, also complains about the provision of customer services and the manner in which the replacement of his lead piping was carried out after he accepted the company's offer of a £550.00 grant towards the replacement of internal piping and applied for the external work to be done. The arrangement was that the customer would replace the internal lead pipework using a suitably qualified plumber and the company was responsible for all work up to the stoptap. Following surveys, the risk assessment and confirmation from the customer's plumber that the internal work to the stop tap had been completed, the external work was released to the company's field team on 3 February 2022.
4. The following then occurred:
  - a. On 3 February 2022, the company emailed the customer to say that a member of the team would be in touch in the next 10 working days to carry out a pre-site survey prior to contacting the Highways Agency. The company advised the customer that he would be told when there was a start date. The customer was told that the aim was to complete the work within 16 weeks, but that this timescale could change if traffic management arrangements were needed and / or the local council had restrictions in place.
  - b. On 8 February 2022 the company arranged the pre-site survey and on 9 February 2022, the customer was told that the survey had been completed. The customer was also told that the field team was in the process of planning a start date but that this process can take some time.
  - c. On 27 April 2022, the customer called for a progress update. The company said it would look into this for him and would let him have an update. The company called back that day but could not make contact. It therefore emailed to inform the customer that the

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provisional planned start date for the first phase of the connection would be 17 May 2022 and the second phase on 19 May 2022. The company advised the customer that his plumber would need to be available for phase 2 and it arranged for letters to be dropped off at neighbouring properties in relation to access. The company says that it explained that the reason that this date is only provisionally planned is because the council can decide to move the date up until the day before works are due to commence. The company agreed to keep in touch and review the situation closer to the time to confirm arrangements.

- d. On 16 May 2022 the customer informed the company that he could not book a plumber at the last minute and would need a timeslot for the work to be carried out. The company says it explained that it could not guarantee a time due to works that may overrun.
- e. On 17 May 2022 the first phase of the connection was completed with a backfill and reinstatement to follow. On 19 May 2022 the customer called and wanted to know the time the field team would be arriving. The company again advised that it could not give a specific time. However, when the team arrived the backfill and reinstatement had not been completed and they could not carry out phase 2 of the work
- f. On 20 May 2022 the customer wanted to know what was happening and said that he was unhappy with the service that had been provided, including poor communication and disruption to him, his neighbours and the issues associated with having a plumber on call for the whole day.
- g. The company called the customer to apologise and to explain that due to lack of resources the reinstatement had not been carried out. As a result of this it was unable to continue with phase 2 of the work. The company said that it understood the customer's concerns about his plumber and asked him to send in his invoice and the company would consider covering the costs. The company explained the work would be rescheduled and it would be in touch as soon as there was a new planned start date.
- h. On 23 May 2022 the company set a new planned start date for phase 2 on 31 May 2022. The company explained to the customer that unfortunately there was no date for the backfill and reinstatement to be carried out and it would continue to chase this but it would be completed before 31 May 2022. The company says that as all work was then being carried out in strict date order, the company was confident that this work would be completed before next phase was due.
- i. On 25 May 2022 the company called the customer to confirm the reinstatement had been completed and he confirmed it had.

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- j. On 31 May 2022 the company was told of a new planned start date of 8 June 2022. The company says that the relevant team was in training that day so was unaware of the change and unable to contact the customer, who was told on 1 June 2022 what had happened. There is a dispute in respect of this issue which I do not have evidence to resolve. The company says that a permit to carry out the work was refused due to the Jubilee celebrations, but the customer has obtained some confirmation from the council that it did not refuse permission. Although I cannot resolve this issue, I do take into account that the customer was sufficiently concerned about the circumstances to try to seek verification from the council. This, I find, is a measure of the frustration that he was feeling about the state of progress. The customer was told again to send the company the bill for his plumber. The company says that it also explained that to complete the connection the field team require the area outside the property to be clear. The space required is the same as 2 car lengths to the left of the property and 2 car lengths to the right of the property. The permit would be in place for three working days as separate teams would complete the connection, backfill and reinstatement over the allotted time. This conversation was confirmed by email.
  - k. The company did not attend on 8 June 2022 and the customer did not receive an update.
  - l. On 10 June 2022 the company received a new planned start date of 23 June 2022. The company sent a text to confirm the new date.
  - m. On 22 June 2022 the company called the customer to confirm the work would be carried out tomorrow.
  - n. On 23 June 2022 the company was unable to complete the work due to parked cars and a new planned start date was set for 30 June 2022. The company arranged for cones to be dropped off to ensure access. The customer emailed the company and raised a complaint. This included an expression of concern that he had been asked to arrange for no parking on one side of the road whereas access was needed on both sides of the road. The customer had had to move bins and knock-on doors but the technician had not helped. He had driven away without informing the customer whether he was coming back and the customer had had to cancel a meeting with a client.
  - o. The work was completed on 30 June 2022 but the customer was not present due to work commitments about which the company had been told the previous day, The customer's plumber was not present so a subsequent disconnection date was required.
5. The customer complained directly and **XXX** and sent the company his plumber's bill, £500.00 of which was on 14 July 2022 agreed to be paid by the company. The customer also agreed to

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payment of this amount. The customer also wanted compensation for loss of his time and the company agreed to speak to its legal team.

6. The company has explained that a claim for loss of services is dealt with by its legal services team but a claim for inconvenience and distress is dealt with as part of the customer services responsibility. The customer was also credited with £25.00 in respect of a late reply and he was told about this. The customer complained about the amount of this compensation and the company had to contact the customer to explain the Guaranteed Service Standards scheme and it confirmed that any claim over £500.00 should be directed to legal services with evidence to substantiate the claim for loss of earnings. Contact details were provided by email and post. The customer claimed £2,000.00. A discussion occurred about the loss of earnings. The customer stated that he is self-employed and that it is difficult to determine his loss of earnings but it could be in region of £6,000.00. The company has asked for the customer's last self-assessment record submitted to HMRC and advised that the issues concerning inconvenience had been directed to the LCSP team to address.
7. On 1 September 2022, the customer asked the company to reimburse his plumber's costs before going any further and on 2 September 2022, the legal team replied to say they would chase the payment as they understood that they had already agreed to cover these costs.
8. The company says that on 21 November 2022 following a full review of the case the company spoke to the customer to apologise for the very poor customer service he has received. It made an offer of payment of £1,490.00 to cover plumber's fees, the lead pipe replacement grant and compensation for poor service. The company said that this did not include any payment for loss of earnings as this it was a legal matter that needed to be dealt with separately. The legal team still have the claim case open and, depending on the evidence that the customer provides, he could potentially receive a further payment for loss of earnings.
9. The customer considered this offer and then rejected it, saying that it was unreasonable for him to have to deal with the legal team. The customer asks WATRS to consider an appropriate level of compensation for the service failings stated above, including his claim for loss of earnings.
10. Extracting the service failings from the above history, I am satisfied that the company did not provide its services to the expected standard and the customer is entitled to some compensation. I find that compensation under this head of claim needs to address the following:

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- a. A failure to communicate and explain to the customer that appointments would be broken on three occasions and an instance when the work could not be done because no cones had been provided previously and cars were parked in the area that the company needed for access. I note that the customer has complained that when workmen arrived they expressed unwillingness to “knock on doors” but I am not satisfied that this was part of a technician’s duty, and I do not attach any further significance to this.
- b. A period when there was a hole in the road that had not been backfilled. This lasted from 17 to 25 May 2022 and, as the road is narrow, was inconvenient both to the customer and his neighbours. The customer says that this has caused continuing bad feeling, but, while local inconvenience and frustration might have been anticipated for the duration of the work, I find that an ongoing “sour relationship” was not reasonably foreseeable.
- c. A potential for loss of earnings on four days when the company did not arrive when advised. I note, however, that while it is fair and reasonable that the customer should have some recompense for wasted time, which may take into account a loss of earnings that the customer can substantiate by evidence, such a claim needs to be fully substantiated. As the customer says that he was self-employed, this would mean that he would reasonably be expected to show that he had work that could not be done on the four days in question and that this work was not capable of transfer to another day without loss of earnings.
- d. A payment for wasted costs of the attendance of the customer’s plumber. This has been agreed in the sum of £500.00.
- e. A recognition of late payment of the agreed reimbursement of the plumber’s charges.
- f. A recognition of the time and effort that the customer has had to put into contacting the company for updates and to ensure that his claim, which the company has agreed in principle, has been settled. It is notable that the company did not make a final offer until the company initiated this review of his file through **XXX**.

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11. I am mindful, however, that the offer made by the company of £1,490.00 is sizeable. Excluding the claim for plumber's costs of £500.00, it is an acknowledgement of £990.00 for the inconvenience and waste of time that has been suffered by the customer. I find that this is a significant sum which falls within Tier 3 of the WATRS Guide to Compensation for Inconvenience and Distress. While I recognise that the customer is aggrieved at the poor standard of customer service and the repeated cancellations of the completion of phase 2 of the work with no notice or for an unsatisfactory reason, I do not find that the customer would reasonably be expected to provide a further sum by way of compensation.

12. As for the matter of loss of earnings, although there is reference (as explained above) to the cancellation of a meeting with a client, there is no evidence available to me that this could not have been re-arranged with no loss of income. In the case of the work that was to be done on 30 June 2022, the customer undertook it. Although this meant that a further appointment had to be made by the customer for disconnection of his supply, this was an addition to the inconvenience and not a loss of earnings. I note that the customer, who complains that his matter is not being dealt with by a single point of contact, says about evidence of loss of earnings:

*I had previously written to the legal team about the paperwork and it is no simple matter to produce what they ask and neither should I have to. Furthermore, they have for a long time ignored my messages and failed to continue discussion into this.*

13. It is not therefore clear that the customer has submitted evidence of loss of earnings to the company's legal services and no evidence on which I could base a calculation of loss has been submitted to me. I note that the customer says in response to my Preliminary Decision that he was deprived of the opportunity to work and if this is the case, he would surely have earned something and he puts forward a proposal. However, for the reasons explained above, I find that it does not follow in respect of a self-employed person that he necessarily suffered a loss, and the customer has not put forward evidence of loss. I find that in this evidence-based process, he is not able to succeed in respect of this part of his claim.

14. It therefore follows from the above that I find that the sum of £1,490.00 that has been offered to the customer is fair and reasonable compensation for the company's omission to supply its services to the expected standard.

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### **Outcome**

The company needs to pay £1,490.00 to the customer.

### **What happens next?**

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

*Claire Andrews*

**Claire Andrews, Barrister, FCI Arb.**

**Adjudicator**

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