

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X293

Date of Decision: 27 March 2023

Party Details

Customer: XX
Company: XX

Complaint

The customer has a dispute with the company regarding the level of compensation to be paid to him. The customer states that he was without mains water for almost four days and did not receive bottled water until day three. The customer says he suffers with severe medical issues and is registered on the company's Priority Services Register and thus the loss of water impacted him more than users not on the Register. The customer acknowledges that the company has paid all affected consumers £120.00 but believes he should receive a higher amount because of his condition. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to waive the amount of £1,561.94. outstanding on his account, and pay compensation for stress and inconvenience in the sum of £2,500.00.

Response

The company accepts that the customer's area was without water between 11 and 15 July 2022, and that it made **XX** payments of £120.00 to all affected consumers. The company confirms that the customer is on its Priority Services Register and that it delivered bottled water to his house on 11, 13, 14, and 15 July 2022. The company records that because of the number of customers on the Register, water was delivered and left on doorsteps and the customer has conceded that the bottles could have been stolen. The company notes that an additional £50.00 goodwill gesture was offered to the customer, but he rejected it. The company has not made any formal offer of settlement to the customer and declines to pay additional compensation or waive his outstanding balance.

Findings

The claim does not succeed. I find that the evidence does not support on a balance of probabilities that the company failed to provide reasonable adjustments in respect of the customer or has provided an unreasonably low level of compensation. I find that the company has established that it is not obliged to pay the customer any additional compensation or waive his outstanding account balance. I find that the evidence shows that the company has provided its services to a reasonable level and has managed the customer's account to the level to be reasonably expected by the average person.



Outcome

The company does not need to take further action.

The customer must reply by 24 April 2023 to accept or reject this decision.

ADJUDICATOR'S DECISION
Adjudication Reference: WAT/X293
Date of Decision: 27 March 2023

Case Outline

The customer's complaint is that:

- He has experienced an ongoing dispute with the company concerning issues with water supply problems. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- On 12 July 2022 he experienced a total loss of water supply. The customer asserts that he remained without mains supply for four days.
- The company did not provide him with bottled water until the third day of the mains outage.
- He contacted the company by telephone on six separate occasions, and that in an early contact he was given a complaint reference number. The customer says that on subsequent contacts the company informed him that no such reference existed in its records.
- He is included on the company's Priority Services Register [PSR] for vulnerable customers and as such he should have been prioritised for the delivery of bottled water.
- The lack of water inconvenienced him greatly because he has an ongoing medical condition that was exacerbated by medical staff not being able to administer a planned procedure at his property due to the absence of water.
- He acknowledges that the company has offered him £30.00 in additional compensation that was subsequently increased to £50.00. The customer believes that this is insufficient having regard to the stress and inconvenience he experienced.
- He believes that the company did not make reasonable adjustments sufficient to mitigate the serious effects upon him of having no access to water for a period of four days.
- Believing the company had not properly addressed his concerns he, on 14 July 2022, escalated his complaint to CCWater who took up the dispute with the company on his behalf.
- The records show that CCWater contacted the company on 20 July 2022 to request its version of events and to suggest reviewing the level of compensation paid to the customer.
- On 03 August 2022, CCWater contacted the company again after he informed it that he did not accept the company's original response which did not address his personal concerns.

- On 10 November 2022, CCWater advised him that the company had responded to its request for additional information and confirmed that it had paid the customer £120.00 under the obligatory General Service Charge [GSS] and refuses to increase the compensation paid to him.
- CCWater concluded that this was the final position of the company, and it could not take any further measures to have the company change its position and was thus closing his case.
- Continuing to be dissatisfied with the response of the company he has, on 10 November 2022, referred the matter to the WATRS Scheme where he requests that the company be directed to waive the outstanding balance on his account and pay compensation for distress and inconvenience in the amount of £2,500.00.

The company's response is that:

- It provided its response to the claim in its package of documents submitted on 17 February 2023.
- It confirms its obligations in respect of both water supply and sewerage services, and explained its obligations under the GSS.
- It confirms that on 11 July 2022 a trunk main failed and caused a major loss of supply in the area around the location of the customer's property.
- It confirms repairs were fully complete on 12 July 2022, but that when recharging the network, a second failure occurred in a different location and was not repaired until midday on 13 July 2022.
- It acknowledges that customers began to experience a drop in water pressure and water supply as from the morning of Tuesday 12 July 2022, but all customers were receiving full service as from 15 July 2022.
- It confirms setting up bottled water collection points. The company also states that customers on its PSR would receive deliveries of bottled water rather than have to collect from the collection points.
- It acknowledges that the customer contacted it on 12, 13, and 14 July 2022 to complain that he had not received any delivery of bottled water. The company says it explained to the customer that he would receive a delivery as soon as possible but that there were over 3,000 customers on the PSR.
- It checked with its water delivery team who confirmed that it had left bottled water at the customer's address on 11, 13, 14, and 15 July 2022. The water was left on the customer's

doorstep and his door was knocked to make him aware of the delivery. The company says that whilst it acknowledges the customer's contention that the bottles may have been stolen it cannot accept responsibility for theft.

- On 01 August 2022, it applied a £120.00 GSS payment to the customer's account, and made a goodwill offer of £50.00 that he rejected.
- It acknowledges that the customer has stated the disruption to the water supply affected him more than other customers because of his health issues, and that he believes the company did not make reasonable adjustments for his circumstances. The company refutes the customer's contention and denies his claim to be compensated in excess of the payment due under the GSS.
- In summary, it says that all the customer's allegations are denied and that he is not due any additional compensation or waiving of outstanding charges.

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 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 relates to the customer's dissatisfaction that the company has not made reasonable adjustments and has offered an insufficient level of compensation for interruption of supply considering the additional impact he experienced due to medical conditions.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I accept that the company has established its statutory duty under the Water Industry Act 1991 to provide water services to every property in its area.
4. I also accept that the evidence supplied by the customer confirms that he has ongoing medical issues resulting from a road traffic accident.
5. I can see that the parties agree that the customer is registered on the company's Priority Services Register [PSR].
6. The parties also agree that an interruption to supply in the customer's location occurred between 12 and 15 July 2022.
7. The company instituted a scheme for the provision of bottled water to all affected customers during the outage period. It seems to me that collection points were established from which affected customers could collect bottled water.
8. The parties agree that the company has a system whereby bottled water is delivered direct to persons on the PSR. The company says that it retained a third-party company to undertake the deliveries, but it notes that over 3,000 persons were eligible for direct bottled water deliveries.
9. The company has explained that due to the large number of people on the PSR the delivery company employed a process whereby bottles were placed on a person's doorstep and the door was knocked to advise the recipient of the delivery. Due to the haste necessary to ensure all customers received a daily delivery the water carrier did not wait until the customer answered the door.
10. The third-party bottled water delivery company has confirmed that it had the customer's address on its list for deliveries on 11, 13, 14, and 15 July 2022. It states that it never received any notifications that delivery had not been made to the customer, but it cannot provide proof of delivery.
11. I take note that on his application form to the WATRS Scheme the customer has conceded that he does not remember receiving deliveries of bottled water and concedes that it is possible that any water left on his doorstep could have been stolen.

12. I take note that the company has made a payment to the customer under the GSS in the amount of £120.00. I further note that CCWater has stated in its submission that the company has paid this amount to all affected customers.
13. I also take note that that the company offered the customer an additional goodwill payment of £50.00 that he rejected,
14. The customer's contention is that because of his medical conditions the water supply interruption affected him more seriously than other people.
15. I am not minded to give weight to the customer's contention because the company has stated that many thousands of households were affected by the water outage and as such the company cannot know the specific ways in which each household was affected.
16. The customer claims that the company did not make reasonable adjustments to take into consideration that he was affected more than other customers, and as a result believes that he should receive higher compensation than that issued to all customers by the company.
17. I am satisfied that the evidence establishes that the company did make reasonable adjustments that took into consideration that the outage may have affected the customer more than people who did not suffer from similar medical conditions. The customer has been placed on the company's PSR, his details were given to the delivery company on more than one occasion, it made reasonable responses to the customer's contacts, and subsequently explained to him in reasonable detail the procedures that took place during the water outage.
18. The evidence shows that the company has declined to increase the level of compensation paid to the customer, and has repeated its position to CCWater following its request for information.
19. In his application to the WATRS Scheme the customer seeks to have the company waive the outstanding balance on his account, and pay compensation in the sum of £2,500.00 for the distress and inconvenience he claims to have experienced.
20. The company states that the customer is charged according to a social tariff but that the monthly payment he makes of £10.00 is insufficient to cover his bills and as a result he has an outstanding balance of £1,561.94. The company refuses to waive this balance.
21. I do not find the evidence supports the customer's position that he did not receive a delivery of bottled water until day three of the outage. I am satisfied that the delivery company was given the customer's address and has stated it made deliveries to him on 11, 13, 14, and 15 July 2022. I give weight to the customer's statement that he cannot remember if water was left on his doorstep and his acknowledgement that the water could have been stolen.

22. Thus, I find that the customer's claim does not succeed, and I shall not direct the company to waive the outstanding balance owing on the customer's account.
23. The customer further requests that the company be directed to compensate him for stress and inconvenience. Again, I do not find that the evidence establishes that any act or omission on the part of the company has contributed to any stress or inconvenience the customer may have experienced over and above the loss of water supply. I am satisfied that although the company was aware that the customer was included on the PSR it had no prior knowledge that the customer had planned a medical procedure at his dwelling during the period of outage.
24. The company has made a full GSS payment to the customer and also made a goodwill offer of an additional £50.00. I find this to be a reasonable level of recompense and I shall not direct the company to compensate the customer for any additional stress and inconvenience he may have experienced.
25. My conclusion on the main issues is that the company has not failed to provide its services to the standard to be reasonably expected by the average person, and the evidence does not confirm that the customer experienced any financial loss.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 13 March 2023.
- Neither party has submitted comments on the Preliminary Decision.
- I am satisfied that the facts upon which the Preliminary Decision was based remain unchanged.
- Thus, I am satisfied that no amendments are required to the Preliminary Decision.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 24 April 2023 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.
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Peter R Sansom
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Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.
Member, CEDR Arbitration Panel.
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Independent Adjudicator