

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X337

Date of Final Decision: 20 March 2023

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer claims that the company failed to rectify a previous repair undertaken by the company to the customer's pipework without charge, which the customer's insurers ultimately resolved. Once this issue was raised, the company provided poor customer service, which led to inconvenience and distress. The customer is seeking the company to apologise and provide compensation of £11,500.00, comprising of £500.00 for each 23 complaints, to reflect the distress and inconvenience incurred.

Response

The company says it initially offered to repair the leak without charge. However, due to the complexities of the repair and it not being in the same location as the previous leak, the company had no option but to retract the free-of-charge repair and issue a legal notice under Section 75 of the Water Industry Act 1991, informing the customer of a potential private leak and a requirement for them to fix it. The customer chose not to accept the company's offer of repair at a cost, and ultimately the repairs were conducted by the customer's insurance company and its contractors. The company has not made any further offers of settlement.

Preliminary Findings

I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the leak on the customer's private pipework.

Preliminary Outcome

The company needs to take no further action.

The customer has until 10 April 2023 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X337

Date of Final Decision: 20 March 2023

Case Outline

The customer's complaint is that:

- The company failed to rectify a previous repair undertaken by the company to the customer's pipework without charge, which the customer's insurers ultimately resolved.
- Once this issue was raised, the company provided poor customer service, which led to inconvenience and distress.
- The customer is seeking the company to apologise and provide compensation of £11,500.00, comprising of £500.00 for each 23 complaints, to reflect the distress and inconvenience incurred.

The company's response is that:

- It initially offered to repair the leak without charge.
- However, due to the complexities of the repair and it not being in the same location as the previous leak, the company had no option but to retract the free-of-charge repair and issue a legal notice under Section 75 of the Water Industry Act 1991, informing the customer of a potential private leak and a requirement for them to fix it.
- The customer chose not to accept the company's offer of repair at a cost, and ultimately the repairs were conducted by the customer's insurance company and its contractors.

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.

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 should have repaired the customer's pipework without charge and, in not doing so, provided poor customer service.
2. The company must meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The combined effect of these is to place an obligation on a water and sewerage company that when there is a leak report, the company needs to thoroughly investigate if the company's pipework is to blame and, if repairs are required, make such repairs to prevent further leaks.
3. Section 75 of the Water Industry Act 1991 gives the company the power to prevent damage and to take steps to avoid contamination, water waste and misuse. If the company has recorded leakage but cannot identify the leak as from their pipework, the company can issue a legal notice under the Water Industry Act 1991 to inform its customer of a potential private leak and a requirement to fix it. If the customer does not fix the problem in the time allowed within the notice, the company can carry out the work and pass on the costs incurred to the customer.
4. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
5. From the evidence put forward by the customer and the company, I understand that in September 2022, the company identified a water leak at the customer's property. On 27 September 2022, the customer contacted the company to advise that the company had previously repaired a leak on her pipework circa 2017 and that this leak was likely from the same location.
6. The evidence shows that the company was unable to provide any records of previous work undertaken at the customer's property, and as this was a leak on the customer's private pipework, the customer would need to arrange the repair, or the company could if requested provide a quotation and undertake the repair work. The customer was unhappy with the company's requirement that it would not repair the leak without charge, as she felt the leak was in the same location as the company's previous repair and escalated the dispute to CCWater to resolve on 28 September 2022.

7. Between 28 September and 4 October 2022, various discussions took place between the parties resulting in the company offering to make the repairs as a goodwill gesture and without charge on the basis that the leak was in the same location as the previous leak repair and that the repair was not complicated. I understand that whilst the customer was unhappy with the company's terms, she ultimately accepted the terms of the free repair.
8. On 13 October 2022, the company attended to the customer's property to commence the work. I understand from the evidence that as the works progressed, the leak was found not to be in the same location as a previous repair, and the works were becoming more complicated due to the customer's garden being tiered. The evidence shows that the works were stopped, and the customer's garden was reinstated to its original condition.
9. On 15 October 2022, the company contacted the customer to advise that due to the complexities of the repair, it fell outside the scope of the offered free repair, and the customer would be required to undertake her own repairs to her private pipework. The evidence shows that the company issued a Section 75 Notice to the customer, informing her of the potential private leak and her requirement to fix it.
10. The evidence shows that on 18 October 2022, the customer took the dispute back to CCWater to resolve. Between 20 October 2022 and 12 December 2022, various discussions took place between the parties regarding whether the company should undertake the repairs free of charge and the alleged poor service provided by the company. Furthermore, during the same period, the customer raised various customer service issues due to the company's refusal to undertake the works without charge and on 12 December 2022, the customer advised the company that she had no choice but to check whether her insurers would repair the leak.
11. The customer was unhappy with the company's dialogue, as she felt the company should repair the leak without charge rather than her having to go through her insurers. On 13 February 2023, the customer commenced the WATRS adjudication process.
12. As shown by the company's response, if the company has recorded leakage but cannot source the leak to their pipework, the company can issue a legal notice under the Water Industry Act 1991 to inform its customers of a potential private leak and a requirement to fix it.

13. The evidence shows that the company initially agreed to undertake the works without charge on a goodwill basis if the customer agreed to the company's terms that if the repair was deemed too complex, then she would be liable for the repair costs. On reviewing the various correspondence, I cannot find any evidence to support the customer's statement that she was pressured into agreeing to the company's terms.
14. I understand from the evidence that the leak was found to be in a different location than any previous repairs. Furthermore, the repair was considered complex due to the nature of the customer's garden and the fact that it was tiered. It would require a specialist dig team, as the company contractors can only dig down 1.5 meters, whilst the garden excavation would require a dig depth of a least 3 meters.
15. On reviewing the various correspondence, I cannot find any evidence to support the customer's statement that the repair was in the same location as the previous repairs or that she did not agree to the company's terms that if the repair was deemed too complex, then she would be liable for the repair costs.
16. The evidence shows that the company was unable to start the works until the customer had agreed to the company's terms, and ultimately the leak was confirmed in a different location to the repair done previously in or around 2017 and that any repair would be too complex to qualify as a free of charge repair due to the nature of the customer's garden.
17. Bearing in mind the above and after careful analysis of all the correspondence between the parties, I find that I am satisfied with the company's position that the repair was in a different location and that the customer agreed to the company's terms that if the repair was deemed too complex, then she would be liable for the repair costs. Therefore, I find no failure by the company in this respect.
18. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained why it would not undertake the work free of charge due to the complex nature of the work imposed by the customer's garden and why the customer would be responsible for the leak on her private pipework. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Accordingly, I am satisfied there have been no failings concerning customer service.

19. The customer has made comments on the preliminary decision concerning whether each of the 23 individual claims concerning the service provided has been considered. As above, 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. Having carefully considered each aspect of the customer's comments together with the original complaint and the evidence provided at that time, I find that they do not change my findings, which remain unaltered from the preliminary decision.

20. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the repair to the customer's pipework.

Outcome

The company needs to take no further action.



Mark Ledger FCI Arb
Adjudicator