

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X344

Date of Final Decision: 9 March 2023

#### Party Details

Customer: XX

Company: XX

#### Complaint

The customer complains that although she has been compensated by a credit to her account for a period in July 2022 in which she received no water for more than 12 hours, she has not been compensated for occasions in August and September 2022 when the same thing occurred. The customer asks for compensation.

#### Response

The company says that it has assessed available data and carried out modelling and it can ascertain that the period in which the customer did not have water was less than 12 hours in each case in August and September when there was a disruption to the supply. It uses a pressure of 3 metres static head (0.3 bar) as a benchmark to assess whether water was available or not.

#### Findings

The customer has a legal entitlement to payment if she has not received a water supply at the point of delivery (the meter or stop tap) for more than 12 hours. The company has submitted data, but the monitoring points have not been given, the modelling has not been explained and the footnotes to the graph say that the location of the property can affect the customer's experience. As her property is at the top of a hill, on the basis of evidence submitted, she may have experienced a loss of water in August 2022 for more than 12 hours even though the pressure in the graph is shown as more than 0.3 bar. In light of her explanations, the potential uncertainty and the fact that the company has a legal obligation to compensate the customer if she has no water for the specified period, an average customer would reasonably have expected the company to compensate the customer for this period. In respect of 23 to 25 September 2022, the graph shows spikes of higher pressure which makes it unlikely that there was an unbroken period of 12 hours without water at that point. The company would not reasonably be expected to make a payment in relation to this period. The customer is therefore entitled to compensation of £50.00 being £30.00 under the company's own compensation

scheme and £20.00 for omission to make that payment within 20 days of the date of claim. 0

**Outcome**

The company needs to take the following further action: credit the customer's account with £50.00.

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X344

Date of Final Decision: 9 March 2023

## Case Outline

### **The customer's complaint is that:**

- The customer has complained to the company about loss of her water supply on several days.
- She has been compensated for the loss in July 2022 in the sum of £30.00 and £20.00 for omission to make payment within 20 days.
- The customer has reported further loss of water in August and September 2022, but the company says that the supply was not off for more than 12 hours, so she is not entitled to the payment.
- The customer says that she did not have water during the specific dates and complains that the company has not believed her.
- She asks for compensation.

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

- The company says that in accordance with its Guaranteed Standards of Service (GSS), where a water supply is interrupted in the case of an emergency, the company must, as soon as reasonably practicable, take steps to notify affected customers. If the Company fails to restore the water supply within 12 hours, affected customers are entitled (subject to certain exceptions) to a credit of £30.00 and a further £30.00 for every 12 hours that they remain without water.
- The obligation on the company to provide a minimum level of water pressure is set out in The Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 (the Regulations). The Regulations are accompanied by the Guaranteed Standards Scheme guidance (GSS Guidance) provided by Ofwat. In accordance with paragraph 10(1) of the Regulations:

*[A] water undertaker must maintain, in a communication pipe serving premises supplied with water, a minimum water pressure of seven metres static head.*

This is equivalent to 0.7 bars of pressure. This information is further entrenched in Section 8 of the company's Guaranteed Service promise (the "Code"). On page 11 and 55 of the Code it 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.*

- The relevant exceptions to the requirement to make a payment under the GSS in these circumstances is where the pressure falls below the minimum standard due to necessary works.
- During July, August and September 2022 various burst pipes were experienced on the network that supplies the customer's property. There were also unprecedented demands made on the water supply during this period due to the hot weather.
- On 12/13 July 2022, a water main burst. The company says that its monitors and modelling, undertaken by its experienced modelling team show that the customer's water supply was off for just over 12 hours. Consequently, the company compensated the customer on 26 September 2022 by crediting her account with £50.00 (made up of £30.00 for the 12-hour loss of supply and £20.00 due to the late payment) in accordance with GSS and/or the Code, clause 4 "Interruptions to Supply".
- The incident on 8 - 9 August 2022 was also caused by a burst main. The company's monitors show that the customer's water supply was not off for a period exceeding 12 hours. As can be seen from the graph supplied by the company, the pressure drops immediately from the time of the burst, with supplies maintained by drain down pressure in the area. The recharge is then shown after a rezone is put in place and the area begins to re-pressurise. Although low pressures would have been observed from around 0730 the customer was not predicted to drop below 3 m/h until 14:30. The customer's supplies were then restored by 19:30, although normal pressures would not have been experienced again until 02:30 the following morning. As the customer was not without water for 12 hours, no compensation was payable.
- The incident on 23 - 27 September 2022 was also caused by a burst main. The company's monitors show that the customer's water supply was not off for a period exceeding 12 hours. In respect of this incident multiple rezones and tankers were used to try and restore the water supply to the customer. The pressure gauge readings concerning this incident were modelled to recreate the customer's experience as closely as possible. The graph shows the results of the model, which is in line with the pressure checks taken. The graph illustrates that the customer would have experienced multiple short losses of supply, however none of these interruptions were for 12 hours. The customer therefore would not have been entitled to payment.

- The company has apologised for all of the above interruptions to the water supply and believes that the amount paid is fair in the circumstances and that no further sum is payable.

### 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.

I have additionally taken into account the comments of the customer on my Preliminary Decision. The company has made no substantive comments.

### How was this decision reached?

1. The customer, who lives at **XX**, explains that she has been compensated on 26 September 2022 for loss of water for more than 12 hours on 11 and 12 July 2020 (including £20.00 compensation for late payment). However, she also claims compensation for:
  - a. 8 – 9 August 2022
  - b. 23 September 2022
  - c. 24 September 2022
  - d. 25 September 2022when she also says that her water was disconnected.
2. The customer has challenged the company's pressure and flow monitors and modelling and has pointed out that the company states in its published materials that each house will have a different experience. She says that her home is called **XX** so will be a property that is most adversely

affected by disruption or drop in pressure. She says that during the events in September 2021, she had left her kitchen tap open for the entirety of the time, so that she knew that there was disruption to the supply and no water was supplied. She complains that modelling evidence is being preferred to her direct evidence of what had happened.

3. It is not in dispute between the parties that there was a water supply issue on the August and September dates about which the customer complains she has not been compensated and she has submitted evidence that she was notified about these by text. The issue between the parties concerns, I find, both whether the customer's water supply was disrupted for 12 hours or more and also whether, if there was uncertainty about this matter, the company supplied its services to the expected standard by preferring information from its monitors and modelling team, rather than the customer's report of her own experiences.
4. As a starting point, I find that an average person would not reasonably expect that the company would make a GSS payment in circumstances where it could be satisfied that the customer had received some quantity of water within the relevant 12-hour period. Moreover, the company would reasonably be expected to have systems in place to help it to determine the situation in respect of any individual property in relation to which a claim may be made. However, an important question is as to the extent to which the company should be attached to these outcomes when the customer argues that she has observational evidence to the contrary.
5. There is no dispute as to the incident in July 2022 save that the customer says that the relevant days were 11 and 12 July 2022 and the company refers to 12 and 13 July 2022. As compensation has already been provided for the July dates, however, I do not need to resolve this.
6. In respect of the incident on 8 and 9 August 2022, the customer framed her claim to the company in an email dated 9 August 2022 (when she also raised non-receipt of the credit promised for July 2022) as follows:

*we had no water yesterday morning (8th August) from 8am until 6am this morning (9th August), I cannot express to you how frustrating and annoying the water issues have affected us over the last month.*

*I have had to cancel appointments/work due to no water at our home, I have all the text messages from **XX** informing us of no water or low pressure dated and listed below:*

*...*

*7th August @ 11.03am*

*7th August @ 13.19pm*

8th August @ 8.20am

8th August @ 9.22am

8th August @ 18.22pm

9th August @ 7.43am

7. The company replied on 12 August, apologising for recent events and citing the network support manager as follows:

*The recent issues are due to the unprecedented rise in demand for water over the weekend which meant that some of our customers experienced low water pressure and some periods with no water during peak periods. Once we had secured supplies, the network experienced a failure of one of our water mains.*

*You are supplied from one of our local storage points which, due to emergency maintenance is currently out of service and as a result is bypassed and fed directly from XX has had issues due to demand, we have now completed work to rectify the problems. I would like to assure you that work at the storage point is currently taking place to resolve the issues you have been experiencing.*

*I am also terribly sorry for the interruption to supply on Monday 8th August. A majority of the water outages have been caused by pump failures at XX as mentioned above, due to it being out of service. We are currently working with our regulator and requesting funding to get the reservoir back into service as quickly as we can. Once we have more information all customers will be updated with the works that will be carried out.*

*In regards to the long interruption to supply on Monday this was due to a very large burst water main XX in which again affected a very large area of our customers which was the same main the burst in July we deployed 6 tankers to the area to try and keep as many people on water has possible but, unfortunately, not all customers would have received the water from the tankers.*

*This has been repaired and the area is back to normal. Once we have XX back into service, which is the main focus at present, I will be pulling another case together for network improvements for the water mains.*

*On the issue of compensation and the interruption to your supply, I would like to advise that we follow our Customer Charter which is agreed and approved by our regulator, OFWAT. As a regulated company we are audited on our interruption to supply events, and each affected property is assessed by our verification manager who looks at meter data, logger data, telemetry and onsite pressure checks. If your property is verified as being completely off water for a sustained period of 12 hours then you will receive a credit on your XX account. OFWAT*

*outlines that this payment should be £20, but at XX we pay £30. Once verified, this payment can take up to 20 days after the event has been verified to show on your XX account.*

8. The customer responded on 16 August 2022 saying that she had not received even a trickle or a drip of water for more than 16 hours on both 8 and 9 August and had had to cancel appointments on both these days. She complained that she was being chased for payment of her water bill and had asked for a hold to be placed on it pending the outcome of her request for compensation. She attached images of confirmed “no water” updates on the company's website and asked why she would have kept checking if it had been restored. The company placed a hold on the account to stop any debt recovery action, such as reminders, although it pointed out that the customer would continue to receive standard bills.
9. On 22 September 2022, the customer, who also stated that she was having to deal with XX wrote to the company as follows:

*If you require the residents in my village of XX to contact you to confirm the loss of water, I would be more than happy to ask them to email you. To be honest, we really do not need the additional stress of this straightforward situation, we are being accused of lying which does not bode well as I had cancel appointments and feel perturbed at having to justify a truthful situation.*

10. On 23 September, the customer wrote:

*Well, today is another day from early this morning that we have no water, it is now 20.56pm again approaching 12 hours with no water.*

*I have attached screen shots from a text link that has been received confirming 2 estimated times for completion, the latest stating 1am. I have just finished speaking to XX @ XX Customer Services who was lovely, I felt I needed to log the incident as my husband and my honesty and integrity is being questioned and we are being accused of lying regarding the previous 2 days without water.*

*This is now the 3rd day without water for more than 12 hours which equates to £90 credit, furthermore and thankfully, I am fortunate to be liaising with you with regard to these testing and time-consuming issues.*

11. The customer also called the company that day. This was the first of three days in which she says that she received no water. The customer also emailed and made calls as follows:

24 September 2022 at 19.06pm



25 September 2022 at 12.33pm

26 September 2022 at 9.57am

12. In her emails, the customer repeated that she was receiving no water and provided copies of the online guidance that referred to low pressure or no water in her area. The customer has also supplied copies of these in support of her application.

13. The position of the company, following investigation, has, however, been that the customer has received water. The company on 28 November 2022 said:

*Our verification manager has let me know that we've now completed the modelling for the recent incidents which affected you.*

*We use information stored by pressure and flow monitors that are permanently connected at strategic locations across our network. We have used the readings taken during the event, alongside a piece of software that simulates the event, so we can calculate precisely the pressure in all mains. It is this information that determines the length of time a property was classed as being off water in line with regulations.*

*Our (industry) definition of being on water' unfortunately does not mean full pressure and zero impact to you.*

*Each property that was without water for a continual 12 hour period (which is continuous no water for 12 + hours) has been investigated by our Verification Manager. I'm really sorry but, you're not entitled to any further guaranteed service standards payments. While you may not have had water when you wanted to use it, it does not mean that it wasn't available.*

14. This has remained the company's position. In her application to WATRS, the customer argues that the cause of the loss of water was not "necessary works" but failure of the company's systems, including burst pipes and failure of the pumping station. She says that under the Regulations, she is entitled to compensation of £25.00 for each occasion because on at least two occasions in August and September 2022, her water pressure fell below 0.7 bar.

15. I am mindful that the impact of the Water Supply and Sewerage Regulations (Customer Service Standards) Regulations 2008 (as amended) is to provide a protection for customers if there is a loss of water in the manner specified. The Regulations and the Ofwat Guaranteed Service Standards give rise, I find, to a right to claim a credit if water is disrupted for more than 12 hours on any one occasion. The company does not have a discretion over the customer's entitlement, although it has decided that, as explained in its Core Customer Information, it has increased the amount of the entitlement. I find, therefore, that before concluding that it will not make a payment

to a customer, it must have clear evidence that this is the correct outcome in her particular case. To be in error about this would deny a customer an entitlement that she enjoys by law.

16. The customer has submitted substantial evidence that the water supply was disrupted on the relevant dates and, by submitting images of the online information, I find that, although on each date when the company stated the estimated time of restoration of the supply, this was very often exceeded. I find that this is an indication that on each occasion when a burst occurred or the pump broke down, it may have more troublesome to resolve than the company had predicted.
17. The company has supplied its pressure data, in which it appears to accept that at the point that the pressure falls below 0.3 bar, there will have been a total loss of water for the affected customers. Although the customer complains in response to my Preliminary Decision that these graphs were not previously provided and she is sceptical of their authenticity, I find that it is unlikely that they are not genuine records, but there is some doubt about how these should be interpreted. Notably, on the data sheet and graph supplied for July 2022, there is a footnote that states:

*Our (industry) definition of being on water does not mean full pressure and we can understand this may cause some frustration. There were periods when the pressure supplied to the property returned above the stipulated amount, which is 3mh. This, however, does not always reflect the customer's experience and every property will be different based on their position, length of service pipe and internal plumbing.*

*Any increase above 3mh for one hour resets the ODI clock. This means that whilst customers will have experienced pressure issues across the multi day duration, procedures mean we look at the longest continuous duration where pressure remains below 3mhd.*

18. The same footnote is not attached to the graphs for August and September but as these are below the footnote, I find that this information is also likely to apply to these graphs.
19. Although the company says that the graphs that have been supplied are specific to the customer's property, their source information has not been provided or identified. The company says that the graphs have been produced as a consequence of data monitoring and modelling. The precise location of the monitors has not been explained by the company, however, and there is no information as to the criteria that have been used for the modelling. The graphs present as documents that are intended to trace the experience of customers generally affected by the water pressure issue, and I find that it is likely that the pressure has been measured in service mains affecting customers generally. I find this because of the footnote but I also note that the starting measure of water before interruption of the service is on each graph, around 6.2 bar. No

information has been put forward by the company that confirms that this level of water pressure would ordinarily be measured at the customer's meter or stop tap which in some areas might seem unexpectedly high for an individual property.

20. I find that the reference to the customer's individual experience is an indication that for some customers there may be a loss of water due to their individual circumstances, not all of which will be associated with the private layout and arrangements after the meter or stop tap but also due to the location of the property. I accept the customer's submission that at times of low water pressure, the fact that her home is at the top of a hill might be an important consideration.
21. In respect of the August data, it is notable that there is initially a slow drop in pressure to approximately 5.6 bar, followed by a rapid drop in pressure at about hour 8 to about 1.6 bar, then to 0.3 bar at hour 14 and 0 at hour 15.5. At hour 18 it begins to rise again, reaching 0.3 bar at hour 19.5 and returning to 6.2 in hour 26.5. This graph presents a "u" shape and therefore shows that at the point of monitoring, the pressure is less than 0.3 bar for about 4 hours but it is less than 1.0 bar for 14 to 15 hours.
22. While I am mindful that the customer's experience is described as at her kitchen tap rather than at the point of supply (the stop tap), I also find that in respect of the August loss of water, the graph suggests that there may be a level of uncertainty as to the period of this. I find that it is possible that the customer did experience a loss of water for 12 hours or more while the pressure fell before and rose after its delivery at 0 for approximately 2 hours. Taking into account that the customer has described her experience in detail, that there is an uncertainty and that if she is correct in her opinion she has an entitlement to a credit, an average person would reasonably expect that the company would make the credit so as to avoid non-compliance with its legal obligation toward the customer. In these circumstances, therefore, I also find that it is fair and reasonable to direct that the company should credit the customer's account with £30.00 in respect of the August incident.
23. In respect of the incidents in September 2022, I find that the position is more difficult. All of the customer's evidence is associated with her experience at her domestic taps rather than the point of supply at her boundary box, whereas the company's obligation is to be measured at the stop tap. It cannot therefore be conclusive of the position. On the other hand, the graph for this period shows that the pressure dropped from 6.2 bar to 0.3 bar at hour 7 and hovered above this until it began to rise again at hour 10. It then followed a pattern of rising and dropping – sometimes to as much as 2.8 bar in spikes and in hour 25 the pressure was about 4 bar. Because of these spikes, which happened every few hours, I find that it is unlikely that at the customer's property, she

experienced an unbroken period of 12 hours when her own water pressure, assessed at the point of delivery of the water not at the customer's own tap, was less than 0.3 bar.

24. Accordingly, although the customer has expressed considerable frustration at this in her response to the Preliminary Decision and she has raised additional criticisms of the company in relation to an environmental pollution issue (which I find has no bearing on the current issue) I find that in September the spikes of water pressure were of a sufficient intensity that water would reasonably have been expected to have been received in the customer's pipework, even if this was only for a short period and did not reflect a flow of water through her tap. I take into account, therefore, the customer's explanation that she had left her tap open and that she was working from home, but I find that her domestic taps are not the correct testing point. I also find that that, if she was working, it is unlikely she was concentrating on the tap all the time, so I accept the argument that a small trickle of water could have happened without her noticing.
25. I find, therefore, that in respect of the events in September 2022, the company has taken the stance that would reasonably be expected, and, despite the customer's observations as to the performance of the company generally, I do not find that the customer is entitled to a credit to her account.
26. I am mindful that the customer has also argued that she is entitled to a payment of £25.00 for each occasion in which the water pressure fell below 0.7 bar for a period of four hours or more. However, I am mindful that such payments are not required to be made when the reason for the interruption is "in connection with the carrying out of works". I find that the period of delay in each case arose due to the carrying out of works in order to repair the emergency disruption to the water supply and the customer is therefore not eligible for this payment.
27. It follows that I find that the company has not supplied its services to the expected standard in respect of the interruptions to the customer's service in August 2022 and the customer is entitled to a credit of £30.00 to her account.
28. In respect of the August payment, also, I am mindful that this has not been paid within the requisite period following the customer's claim (20 days) and she is additionally eligible for a Guaranteed Service Standard payment of £20.00.
29. It follows that I find that the company should be directed to make payment to the customer of £50.00.

### **Outcome**

The company needs to take the following further action:

1. Credit the customer's account with £50.00.

### **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*

**Adjudicator name, Barrister, FCI Arb.**

**Adjudicator**