

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X345

Date of Final Decision: 7 March 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer says that she has experienced repeated customer service failings.

She requests compensation greater than £200.00 and for the company's Managing Director to apologise to her or explain that the company's policies and processes have been updated since her complaint.

Response

The company says that the compensation requested by the customer is disproportionate.

The company has already provided the customer with a goodwill payment of £60.00, uncharged repairs to her private supply pipe worth £400.00, a leak allowance of £221.00, and a commitment to a second leak allowance if needed. It offers the customer additional compensation of £100.00.

Findings

The company failed to provide its services to the customer to the standard to be reasonably expected by the average person.

Outcome

The company needs to take the following further action: It must pay the customer compensation of £440.00, and must apologise to the customer for the repeated customer service failings she has experienced.

The customer must reply by 4 April 2023 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X345

Date of Final Decision: 7 March 2023

Case Outline

The customer's complaint is that:

- She experienced a leak outside the Property.
 - The company attended, but she discovered that the leak had not been resolved.
 - She contacted the company and was told that the leak was in her garden and company had scheduled a visit for the next day to address it.
 - She had not previously been notified of any work to be performed in her garden.
 - The leak was repaired and she was told that there would be no charge.
 - The company confirmed the leak allowance to which she was entitled, but at the same time she received a massively inflated bill from **XX**, her sewerage provider, and one from the company, despite having been told that a stop would be placed on her account.
 - She questioned the leak allowance, as inadequate information was provided to confirm it was correct, and despite being repeatedly assured by the company's agents that it was correct, it was subsequently confirmed that it had been incorrectly calculated.
 - The correctly calculated allowance was more than double the allowance originally granted.
 - She was offered compensation of £30.00, but declined this as inadequate.
 - The company has now added compensation of £60.00 to her account.
 - The company has insisted on including her leak allowance and the cost of the leak repair in its statements of the compensation she has received, when defending the small amounts of compensation offered.
 - She does not believe that the company has followed its complaint process.
 - She believes she has been treated disrespectfully by the company's agents, including in internal communications disclosed in her Subject Access Request.
 - The company has offered additional compensation of £100.00, but this was declined.
- The customer requests compensation greater than £200.00 and for the company's Managing Director to apologise to her or explain that the company's policies and processes have been updated since her complaint.

The company's response is that:

- The customer experienced a leak on her private supply pipe.
- The customer was granted a leak allowance of £104.59.
- This was incorrect due to a typing error, and was updated to £221.97. This amount has been applied to the customer's account.
- The company believes that communications with the customer were handled appropriately.
- The company has acted in line with its complaint procedure.
- The company has apologised to the customer for the comments in the documents disclosed in her Subject Access Request, and has offered the customer additional compensation of £100.00.
- The customer has already received a goodwill payment of £60.00, uncharged repairs to her private supply pipe worth £400.00, a leak allowance of £221.00, and a commitment to a second leak allowance if needed.
- The company remains willing to pay the additional £100.00 referenced above.

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.

How was this decision reached?

1. The dispute between the parties centres not on any fundamental disagreement over facts, as both parties agree on what events have occurred. Instead, the disagreement between the



parties concerns the proper interpretation of those events and the proper remedy to which the customer is entitled for her experiences.

2. In its own description of the customer's experiences, the company emphasises that the customer has already received payments totalling £681.00. However, this includes the leak allowance the customer was granted and the cost of the repair to the customer's private supply pipe. While it is understandable that the company would take these amounts into account when reviewing its interaction with the customer, they were not actions taken or payments made to the customer because of customer service failings she had experienced. Rather, they were amounts that she would have received, in accordance with the company's own policies, even if she had never experienced a customer service failing.
3. In reviewing the customer's complaint, therefore, which is focused on the customer service failings she believes she experienced, these amounts cannot appropriately be taken into account. Rather, when including the £100.00 that the company states it is now willing to add to the compensation the customer will receive, the company is offering the customer total compensation of £160.00 for her experiences. This would equate to a low Tier 2 payment under the WATRS Guide to Compensation for Inconvenience and Distress.
4. The customer's experience, however, includes the need for repeated communications with the company over an extended period, at the customer's initiative. Without taking such action, the customer would not have corrected the company's error in calculation of the leakage allowance to which she was entitled, and that the company repeatedly assured her was correct. This caused the customer substantial inconvenience.
5. In addition, the company has not challenged the customer's statement that she only discovered that work was to be performed in her garden, to resolve the leak to her supply pipe, because she contacted the company. That is, no advance notification of this work was provided to the customer, despite the work being planned on her private property. I do not question that this will have caused the customer significant distress.
6. The company has also acknowledged that it mistakenly failed to place a hold on the customer's account, despite confirming that it would do so, until the impact of the leak and leak allowance had been resolved. As a result, the customer received bills for substantial amounts that she should not have received. I accept that the customer will have experienced significant distress upon receipt of these bills.

7. The customer also argues that the company has not adhered to its complaint process. The customer's concern is that she requested escalation of her complaint, but the response was provided by an individual who had previously addressed her complaint, while the company's complaint policy states that a response will be provided by an individual "who would not have been involved in the original complaint process". However, while I accept that the company's process could be more clearly explained in its customer documentation, I find that the company has satisfactorily established that its complaint process was followed.
8. When the company contacted the customer on 15 February 2022, the company's agent, who had not previously been involved in the customer's complaint, refers to this call as resulting from the customer's desire to escalate her complaint. Unfortunately, he does not clarify that this contact is therefore the final stage in the company's complaint process. As a result, when the customer subsequently requested further escalation of her complaint, there was no further escalation available. This could easily have been clarified in the 15 February 2022 phone call, and should have been clarified, and I accept that the failure to provide this clarification caused the customer inconvenience and distress.
9. The customer has also complained about references to her in internal company communications that she received through her Subject Access Request. However, while I accept that reading those communications will have been distressing to the customer, as they do not properly appreciate the validity of her complaints, I do not find that the comments themselves are abusive or derogatory to the customer. Ultimately, the company's agents are human, and as long as they do not engage in derogatory or abusive references to customers, or allow personal dislike of a customer to affect their handling of a customer's complaint, the poor customer service shown in such comments does not rise to a level warranting additional compensation. It is clear that an apology is appropriate, as the comments were unquestionably unprofessional, but the company has confirmed that an apology for these comments has already been provided.
10. In light of the above, I find that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person, on multiple occasions over an extended period, and in ways that I accept caused the customer significant inconvenience and distress. In consultation with the WATRS Guide to Compensation for Inconvenience and Distress, I find that fair and appropriate compensation would consist of £500.00. This reflects an evaluation of the customer's complaint as warranting Tier 3 compensation, given the facts outlined above.

11. However, the company has already paid the customer compensation of £60.00 for her experiences, and this is appropriately deducted from the amount now to be paid, resulting in a payment due of £440.00.
12. In its comments on the Proposed Decision in this case, the company requested an itemised listing of the compensation awarded for each failing found, so that it might use this information for training purposes. However, this misunderstands the nature of inconvenience and distress compensation, which requires a wholistic valuation dependent on the specific factual circumstances of an individual case. That is, a particular failing by the company may cause more or less inconvenience and/or distress to a customer because of previous experiences of the customer or the particular context in which the failing occurred. In the present case, each of the instances highlighted above would warrant compensation in its own right and the appropriate level of overall compensation awarded is then appropriately increased by the increased distress the customer will have experienced as her experiences continued.
13. The customer has also requested that the company's Managing Director apologise to her or explain that the company's policies and processes have been updated since her complaint. However, while I acknowledge that an apology is appropriate, I do not find that this must be provided by the company's Managing Director.
14. Therefore, the company must apologise to the customer for the repeated customer service failings she has experienced.
15. For the reasons given above, the company must pay the customer compensation of £440.00, and must apologise to the customer for the repeated customer service failings she has experienced.

Outcome

The company needs to take the following further actions: It must pay the customer compensation of £440.00, and must apologise to the customer for the repeated customer service failings she has experienced.

What happens next?

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

- The customer must reply by 4 April 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.
-

Tony Cole

Tony Cole, FCI Arb

Adjudicator