

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X369

Date of Decision: 22 February 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 says that he was without water for almost three days and thus is entitled to the full compensation amount of £150.00 paid for loss of service greater than twenty-four hours. The customer asserts that the company has paid him only £30.00 as it believes his water was restored in less than twelve hours. The customer claims that despite ongoing discussions with the company and the involvement of XX the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to increase his compensation payment to £150.00, pay an unspecified amount in compensation for stress and inconvenience, and issue an apology.

Response

The company says its records show that the customer was without a water supply at the regulatory minimum pressure for less than twelve hours and the amount of £30.00 was paid as a goodwill gesture. The company has not made any formal offer of settlement to the customer and declines to pay additional compensation.

Findings

The claim does not succeed. I find that the evidence does not support on a balance of probabilities that the company 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 compensation. 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 22 March 2023 to accept or reject this decision.

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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 XX, the dispute has not been settled.
- In July 2022 he experienced a total loss of water supply. The customer asserts that he remained without supply for almost three full days.
- Subsequently the company confirmed that he would receive the sum of £30.00 in compensation stating that its records show that he had been without supply for less than twelve hours.
- He has noted that other affected properties in his neighbourhood have received compensation payments in the sum of £150.00, and is unhappy that he has not been treated in the same manner.
- He contacted the company and informed it that he had been without water for a period longer than twelve hours but says the company has refused to increase the £30.00 payment.
- He acknowledges that the company was attempting to mitigate the problem by the use of water bowsers but insists that this did not at any time provide water to his property.
- He notes that the company was also supplying bottled water to affected residents up to and including his third day without a water supply. The customer believes that this is indicative that he did not have water supply for a considerable length of time.
- Believing the company had not properly addressed his concerns he, on 09 October 2022, escalated his complaint to XX who took up the dispute with the company on his behalf.
- The records show that XX contacted the company on 15 December 2022 to request its version of events and to suggest reviewing the level of compensation paid to the customer.
- On 03 January 2023 XX advised him that the company had responded to its request for additional information, and confirmed that it refuses to increase the compensation paid to him as its monitoring system showed his supply was restored within twelve hours.
- XX 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.

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- Continuing to be dissatisfied with the response of the company he has, on 16 January 2023, referred the matter to the WATRS Scheme where he requests that the company be directed to increase the compensation payment to £150.00, pay him an unspecified sum in compensation for stress and inconvenience, and issue an apology.

The company's response is that:

- It provided its response to the claim in its package of documents submitted on 20 January 2023.
- It confirms its obligations in respect of both water supply and water pressure.
- It confirms that on 16 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 implemented a system of supply using alternative piping runs and water tankering, but accepts that the supply did not fully satisfy demand.
- It confirms repairs were fully complete and supplies restored on 18 July 2022.
- It acknowledges that approximately 4000 customers were without water for less than twelve hours while some 3000 were without for a period in excess of twelve hours.
- It confirms writing to all affected customers and stating that it would credit its household customers with £30 for every 12 hours their supply was interrupted, and for those household customers who were off supply for more than 24 hours the company would be crediting their account with £150.
- Its records show that the customer's supply was interrupted for less than twelve hours.
- Under the Guaranteed Standards Scheme [XX] the customer was not entitled to any compensatory payment. However, it has made a payment of £30.00 to the customer despite there being no legal requirement to do so.
- Following contact from XX it reviewed the £30.00 and believes that the amount paid is fair.
- The customer has not identified any valid legal basis for his claim.
- In summary, it says that all the customer's allegations are denied and that he is not due any additional compensation.

The customer's comments on the company's response are that:

- On 27 January 2023, the customer submitted comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced.
- The customer stated that he believes the pressure data chart supplied by the company is not detailed enough to establish that his property never went twelve hours without supply at any time. The customer also makes reference to a copy of a XX correspondence that confirms different levels of compensation have been paid out by the company.

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 offered a lower amount of compensation for interruption of supply in comparison to other affected consumers.
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.

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4. I can see that the parties agree that an interruption to supply in the customer's location occurred on 16 July 2022.
5. It seems to me that the crux of this dispute revolves around the length of time the customer was without water supply at his property. The customer states he was without water for almost three days whereas the company says it was less than twelve hours.
6. The company has explained its obligations in respect of water supply and water pressure, and has submitted evidence to support these obligations (Submission #13 and #14 of its evidence bundle).
7. The XX states at Section 5 – Low Pressure :-

A company must maintain a minimum pressure in the communication pipe of seven metres static head (0.7 bar).
8. The company has submitted into evidence a diagram/graph of the pressure experienced by the customer over the seventy-two hour period of the water interruption.
9. The diagram shows that the customer did not at any time go for a period in excess of twelve hours with water pressure below the prescribed minimum. (Submission #11 of its evidence bundle).
10. I note that the customer has questioned the accuracy and applicability of the diagram/graph, but I do not see that he has entered any evidence to support his position.
11. The XX states that if the company has not restored supply within a twelve-hour period, then it was liable to pay £30.00 in compensation and a further £30.00 for every additional twelve-hour period.
12. Thus, I find the evidence shows that the company was not obliged to pay the customer any compensation, and that the £30.00 paid to the customer was a goodwill payment and not an obligatory payment.
13. In his application to the WATRS Scheme the customer seeks to have the company directed to review the level of compensation he has received and to increase the amount to reflect the length of time he says he was without supply.
14. I have stated above that I do not find the evidence supports the customer's position that he was without water supply at the prescribed minimum pressure for a period exceeding twelve hours at any time. Thus, I find that the customer's claim does not succeed, and I shall not direct the company makes any additional compensatory payment to the customer.

15. 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 for a period of less than twelve hours.
16. The company has shown that the payment made to the customer was a goodwill payment and not a compulsory payment as he was not without supply for longer than twelve hours. I shall not direct the company to compensate the customer for any additional stress and inconvenience he may have experienced.
17. Similarly, I do not find that the company's actions establish the applicability of an apology. Thus, I shall not direct the company to issue an apology.
18. 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 10 February 2023.
- The company has, also on 10 February 2023, responded to the Preliminary Decision.
- The company states it has noted the Decision and has no additional comments.
- The customer has on, 17 February 2023, responded to the Preliminary Decision.
- The customer says that he finds the comments of the company to be unclear.
- The customer reiterates his belief that the company is accusing him of lying when submitting his complaints.
- The parties have not submitted any new evidence and thus I am satisfied that the facts upon which the Preliminary Decision was based remain unchanged.
- Having read the responses of the parties 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 22 March 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, CIArb Business Arbitration Panel.
Member, CIArb Pandemic Business Dispute Resolution Arbitration Panel.
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Independent Adjudicator

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