

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X407

Date of Final Decision: 23 March 2023

#### Party Details

Customer: XX

Company: XX

#### Complaint

The customer claims that the company failed to inform her that the installation of a new connection had not occurred, which led to unnecessary additional work. Once the customer raised this issue with the company, it provided poor customer service. The customer is seeking the company to pay compensation of £21,615.20 for the investigation and additional repair costs incurred.

#### Response

The company admits a delay in installing the new connection was caused by the change in service partner and the fact that the customer's pipework had not been laid as per the original survey. However, the work was still carried out within an acceptable timescale. The company will not cover any additional costs due to the delays or costs incurred by the customer as it is considered that any additional work was unnecessarily carried out. Furthermore, any compensation for customer service failures is inappropriate as the company has already offered £1,000.00 as a gesture of goodwill regarding any service failures, which was declined. The company has not made any offers of settlement.

#### Findings

I am satisfied the evidence points to the fact that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person regarding the installation of the connection. Regarding customer service, I am satisfied where there have been failings concerning customer service, the company has offered adequate compensation.

#### Outcome

The company shall pay the customer £1,000.00.

The customer has until 20 April 2023 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X407

Date of Final Decision: 23 March 2023

## Case Outline

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

- The company failed to inform her that the installation of a new connection had not taken place, which led to unnecessary additional work.
- Once the customer raised this issue with the company, it provided poor customer service.
- The customer is seeking the company to pay compensation of £21,615.20 for the investigation and additional repair costs incurred.

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

- It admits a delay in installing the new connection caused by the change in service partner and the fact that the customer's pipework had not been laid as per the original survey.
- However, the work was still carried out within an acceptable timescale.
- The company will not cover any additional costs due to the delays or costs incurred by the customer as it is considered that any additional work was unnecessarily carried out.
- Furthermore, any compensation for customer service failures is inappropriate as the company has already offered £1,000.00 as a gesture of goodwill regarding any service failures, which was declined.

## 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 has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning installing a new connection.
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. Section 51 (2) of the Water Industry Act 1991 says work with excavation should be done within 21 days where it is reasonably practicable.
3. 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.
4. From the evidence put forward by the customer and the company, I understand that the customer applied for a new connection on 24 September 2020. On 22 October 2020, a quote for the new service was issued to the customer, and on 17 November 2020, the company received a completed checklist from the customer, which confirmed the customer was now ready for the service to be installed.
5. I understand that the company will not proceed with an application for a new connection until the completed checklist has been returned and processed. On 8 December 2020, the company raised the relevant job for its service partner, **XX**, to install the new connection, and **XX** advised the customer that works were planned to commence on 6 January 2021.
6. On 6 January 2021, **XX** attended the site. However, it could not complete the planned work as there was scaffolding on site. The company says that it is explained in the checklist, which was signed and submitted by the customer, that we cannot carry out work if scaffolding has been erected.

7. On 22 April 2021, the customer contacted the company to advise that the customer was now ready for the service to be installed. The company raised the relevant job for its service partner, **XX**, to install the new connection, and **XX** advised the customer that works were planned to commence on 10 May 2021. However, **XX** were refused a permit due to a clash with a utility company, and a new date of 24 May 2021 was agreed upon.
8. On 24 May 2021, **XX** attended the site. However, it could not complete the planned work as the customer's pipework had not been laid at the correct depth. On 6 June, a senior inspector from the company attended the site and confirmed that the customer's pipework had not been laid at the correct depth, which meant the customer would need to excavate and lay pipework to the edge of the adopted footpath. Once this was completed, the work could progress.
9. On 18 June 2021, the company contacted the customer to advise that due to a change in its service partner from **XXX** to **XXX**, a new plan date would need to be provided by **XXX** once the changeover had taken effect. **XXX** advised the customer that the new planned install date would be 25 August 2021.
10. On 25 August 2021, **XXX** attended the site. However, it could not complete the planned work as it could not locate the customer's pipework. The evidence shows that **XXX** did not inform the customer that the planned works did not take place.
11. On 8 September 2021, the customer's property became occupied, and it was found that it had no water supply. The customer investigated matters and could not find fault, and on the following day, after discussions with the company, the customer excavated its pipework to try to resolve the issue.
12. On 13 September 2021, **XXX** incorrectly advised the customer that the works did not occur as the customer's pipework was incorrectly laid.
13. On 17 September 2021, **XXX** advised the customer that the new planned install date would be 22 and 27 September 2021. However, the second date was moved to 8 October due to the council refusing a permit for 27 September 2021. The works were completed on 8 October 2021.
14. Concerning whether the company installed the new connection within a reasonable period, Section 51 (2) of the Water Industry Act 1991 says work with excavation should be done within

21 days, where it is reasonably practicable. However, it should be noted that this is not a guarantee.

15. As shown by the company's response documentation, it was not until some point after 6 June 2021 and before 20 August 2021 that the customer was finally ready for the service to be installed. The evidence shows that on 20 August 2021, the company raised the relevant job for its service partner, **XXX**, to establish the new connection.
16. The evidence shows that the works were further delayed due to **XXX** inability to locate the customer's pipework, and the works were finally completed on 8 October 2021. Whilst I sympathise with the customer's position regarding the additional delays, I find that up until 20 August 2021, the delays were due to first scaffolding and second issues with the customer's private pipework. Therefore, some of the work claimed for by the customer would have been necessary for any event.
17. As evidenced by the timeline set out within the company's defence documents the company, the time of 49 days from when the customer was finally ready for the service to be installed to install the new connection was, in my view, longer than what would have been reasonably expected by the average person.
18. Therefore, I find the company failed to provide its services to the customer to the standard reasonably expected by the average person regarding the time to install the new connection.
19. I note the customer comments that as **XXX** did not inform them on 26 August 2021 that the works could not be completed, they incurred additional costs. The company says **XXX** could not locate the customer's pipework because it had not been laid as per the original survey.
20. The company says that the customer did not need to excavate as they claim they did, as the company did not instruct them to, nor was the company asked for any advice. The customer's contractors could have told them where they had laid the pipes. Furthermore, it was not necessary for the customer to dig through the footings of the building. The location of the pipes could have been established by checking internally to see if the pipes that had been installed could be seen feeding through the wall. However, it admits there was poor communication between the company, **XXX** and the customer.

21. On carefully reviewing all the evidence, I find the additional works undertaken on the 8 and 9 September 2021 were unnecessarily carried out. Whilst there was indeed poor communication between the company, **XXX** and the customer, it seems that the property was occupied before any testing of the services had been carried and this led to the unnecessary work undertaken.
22. The company states that it offered £1,000.00 to recognise the failings in service the customer had received. On careful review of all the evidence, I find that I am satisfied that the monies offered by the company do adequately compensate the customer for the inconvenience and distress incurred due to the prolonged installation period and the poor communication between the company, **XXX** and the customer. Therefore, I direct the company to pay the customer £1,000.00 for this aspect of the customer's claim.
23. 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 poor communication between the company, **XXX** and the customer and the reasons for the delay in installation. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Where there were failings in the service provided, I find that the customer has been offered adequate compensation, and no further sums are due.
24. The company has commented on the preliminary decision confirming acceptance of my findings, which remain unaltered from the preliminary decision.
25. Considering the above, I find the evidence shows that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the installation of the connection. Regarding customer service, I am satisfied where there have been failings concerning customer service, the company has offered adequate compensation. Therefore, I direct the company to pay £1,000.00 to the customer.

#### **Outcome**

The company shall pay £1,000.00 to the customer.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 20 April 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.



**Mark Ledger FCI Arb**  
**Adjudicator**