

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X482

Date of Final Decision: 1 May 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer claims the company failed to fully refund her contractor's costs when they were employed to investigate and clear three blockages on the company's pipework. The company only took responsibility for the contractor's fees, up to £144.00 for each blockage. Furthermore, the company provided poor customer service once these issues were raised. The customer is seeking the company to pay the total costs of the contractor, install a long-term solution to the blockages, and pay compensation for the distress and inconvenience incurred.

Response

The company says the customer employed private contractors to attend to clear blockages instead of allowing the company to attend first. This meant that on all jobs the company have on record and where the company has attended, there has been no issue as any blockages had already been cleared. The company has advised the customer to contact the company on the first instance of any operational issue to allow it to attend to and fix any issues with its pipework. The company will only reimburse up to £114.00 for any private contractor invoices should the private contractor find a blockage on a company's pipework. The customer has been refunded £114.00 on three occasions and has been informed that if the company is not allowed to attend to a blockage before a private contractor has attended, it will no longer be reimbursing any contractor invoices. The company has not made any offers of settlement.

Findings

I am satisfied the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding her contractor's costs.

Outcome

The company needs to take no further action.

The customer has until 29 May 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company failed to fully refund her contractor's costs when they were employed to investigate and clear three blockages on the company's pipework.
- The company only took responsibility for the contractor's fees, up to £144.00 for each blockage.
- Furthermore, the company provided poor customer service once these issues were raised.
- The customer is seeking the company to pay the total costs of the contractor, install a long-term solution to the blockages, and pay compensation for the distress and inconvenience incurred.

The company's response is that:

- The customer employed private contractors to attend to clear blockages instead of allowing the company to attend first.
- This meant that on all jobs the company have on record and where the company has attended, there has been no issue as any blockages had already been cleared.
- The company has advised the customer to contact the company on the first instance of any operational issue to allow it to attend to and fix any issues with its pipework.
- The company will only reimburse up to £114 for any private contractor invoices should the private contractor find a blockage on a company's pipework.
- The customer has been refunded £114 on three occasions and has been informed that if the company is not allowed to attend to a blockage before a private contractor has attended, it will no longer be reimbursing any contractor invoices.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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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 refund the customer's full contractor's costs when they were employed to investigate and clear three blockages on the company's pipework.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. Furthermore, the company has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and the company's Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand that the customer has experienced various blockages on the company's pipework which runs through the customer's property.
5. On 8 November 2021, the customer contacted the company advising they were experiencing a blockage which was causing flooding from the various manholes in the boundaries of the customer's property. I understand that the company attended the next day, carried out CCTV onsite, and found no evidence of defects, blockage or flooding. I understand that the customer advised the company's engineers that they had contacted a private contractor to investigate the issue, and they cleared a blockage.

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6. On 29 October 2022, the customer contacted the company advising they were experiencing a further blockage which was causing flooding from the various manholes. The company's engineers attended within 72 hours, and I understand that the customer advised them that she had already contacted a private contractor to investigate the issue and clear the blockage.
7. On 23 November 2022, the customer contacted the company advising they were experiencing a further blockage which was causing flooding from the various manholes. I understand that the company attended the next day and lifted the manhole at the front of the property and found the line to be clear and free-flowing. This visit was followed by a further visit when the engineers lifted the manholes at the front and rear of your property and found them to be clear and free-flowing. A CCTV survey was conducted 40 meters downstream, and no issues were found on the company's pipework.
8. The evidence shows that the customer was refunded £114.00 for each of three occasions when she employed a contractor and was informed that if the company is not allowed to attend to a blockage before a private contractor has attended, it will no longer be reimbursing any contractor invoices.
9. Various discussions then took place between the company and the customer on who was responsible for the private contractor's costs, as the customer believed the company should pay the full contractor's costs. The company's position is that, in the first instance, the customer should contact the company to allow it to attend to and fix any issues with its pipework. Furthermore, the company will only reimburse up to £114 for any private contractor invoices should the private contractor find a blockage on a company's pipework, as this is the amount the company would charge to clear a private blockage.
10. However, the customer believed that the company should be responsible for the total costs of the contractor, and in November 2022, he progressed matters to CCWater to resolve. However, the evidence shows that CCWater was unable to resolve the dispute, with the final position being that the company denied that it was responsible for the total costs of the contractors. The customer remained unhappy with the company's final position and, on 23 March 2023, commenced the WATRS adjudication process.

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11. As to whether the company should reimburse the customer's private contractor's total costs, after careful analysis of the correspondence and evidence, I cannot find any indication that the company has been negligent regarding investigating the defects in the sewer. The evidence shows that the company attended to the customer's property within 72 hours of being notified of each blockage and undertook appropriate investigations.
12. On each occasion, the customer decided not to wait for the company's attendance and proceeded with her own investigations. Had the customer waited for the company's attendance, then she would not have incurred any costs if the blockage was found on the company's pipework or if the blockage was on her private pipework, then the costs would have £114.00 per visit.
13. Whilst I sympathise with the customer, I believe the company cannot be held responsible for the customer's costs where there is no indication that the company has been negligent regarding the sewer, and the customer has undertaken her own work before the company could attend. Furthermore, I cannot find any evidence showing that the delay between the customer contacting the company and the company's attendance is unreasonable.
14. I note the customer's comments that there is a defect with the company pipework, which causes the blockage. However, the evidence shows that the company undertook various CCTV surveys, and no issues were found on the company's pipework.
15. I note that the company has made a goodwill gesture of £144.00 per visit towards the cost of the private contractor, and after careful analysis of all the evidence, I find that the company did investigate the blockage as best it could once it was alerted to the incident and acted appropriately according to the results of its investigations.
16. Considering the above, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning investigating the source of the blockages, the customer's private contractor and clearing any blockages at the customer's property.
17. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's response documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons why it was not liable for the customer's private contractor costs. From the evidence provided, I believe the

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company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Where there have been errors, the company has made appropriate payments to adequately compensate the customer for any inconvenience and distress caused by the company's mistake. Accordingly, I find that the customer is not due any further sums in this regard.

18. Considering the above, I am satisfied that the company did not fail to provide its services to the standard to be reasonably expected concerning its response to the customer's slow-draining toilet, the customer's private contractor and clearing any blockages at the customer's property. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been paid adequate compensation. Accordingly, the customer's claim does not succeed.

Outcome

The company needs to take no further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 29 May 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.



Mark Ledger FCI Arb
Adjudicator

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