

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X540

Date of Final Decision: 31 May 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer stated that following a period of water disruption, the company offered him a six-month refund from his water bill. However, subsequently, the company stated that the refund was limited to the fresh-water element of the bill, and not to the whole bill. The customer wants the company to issue an apology, to honour the original compensation offered for the whole bill, and £50.00 of additional compensation for the time spent in raising the complaint.

Response

The company stated that the customer only experienced interruption of the fresh-water supply as the sewage was working correctly during the disruption. Thus, the company stated that there is no justification to refund the sewage charges to the customer.

Findings

The company informed the customer in writing that he would be compensated for six months of his water bill without specifying that the sewage charges were not included. In view of the disruption experienced by the customer and the promise made by the company, I direct the company to refund the customer the full charges of his water bill for the period of six months. In addition, I direct the company to compensate the customer with £50.00 for the inconvenience caused and to write him an apology.

Outcome

I direct the company to compensate the customer with the full charges of his entire water bill for a period of six months, and with £50.00 for the inconvenience caused, and to issue him with a written apology.

Please note, this Preliminary Decision is subject to comments from both parties and the Outcome may subsequently change. This will be recorded in a Final Decision. Please refer to the 'What happens next?' section for more information.

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ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/X540

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Case Outline

The customer's complaint is that:

- The customer said that after experiencing water disruption in his property, the company offered him a refund for six months of his water bill, but later the company stated that the compensation only applied to fresh water and not to the whole bill.
- The customer requested the company to honour the original offer and compensate him with a refund of this entire water bill for the six-month period.
- The customer also requested £50.00 in compensation for inconvenience caused and an apology.

The company's response is that:

- The customer only experienced interruption in his fresh-water supply, and not in his sewerage supply.
- The company stated that their goodwill compensation referred only to the clean water element of the customer's bill.

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.

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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 customer experienced a disruption in his water supply that started on 20 January 2023. The water services were intermittent and often cloudy, which was unsuitable for human consumption. A few days later the company provided bottled water, but as noted in an email sent by the customer on 24 January 2023, this water could not be used for the shower or to flush toilets.
2. On 31 January 2023, the company's Head of Customer Experience sent a letter to the customer apologising for the disruption and stating that the company would like to offer him "the equivalent of 6 months of your water bill back". Two weeks later, the company emailed the customer stating that he will be credited with £97.00. The customer emailed the company back on the same day stating that the calculated compensation was not equivalent to the six months of his monthly bills. I am mindful that CCW noted that the six-month refund for both elements of the bill would be in the region of £180.00. The company clarified on the 20 February 2023 that the calculation was made based on the fresh-water element of the bill only. The customer then raised a complaint, which went to deadlock when the company refused to compensate the customer for the sewage part of the bill.
3. I am mindful that the customer's sewage was not disrupted during the water shortage in January. It is also acknowledged that the company has apologised to the customer for the confusion caused in the letter sent on 31 January 2023. However, I find that the letter sent to the customer by the Head of Customer Experience was very clear that the compensation would be for "6 months of your water bill". As the company did not specify at that time that the compensation was only limited to the charges for fresh water, a reasonable person would have

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understood that compensation for the water bill would include the full cost, and not only the part relating to the fresh water. Moreover, I note that the disruption was caused by a pipe bursting which would have caused significant disruption to the customer for a number of days as he did not have fresh water at his property. Thus, I find that the letter created a reasonable expectation on the customer that he would be compensated for the full cost of his water bill. In view of the company's refusal to honour the full compensation offered to the customer, I find that the company failed in its duty of care towards the customer. Thus, I direct the company to compensate the customer with the full charges of his bills for the six-month period.

4. The customer also seeks £50.00 in compensation for the poor customer service experience and for the inconvenience caused by this complaint. With regards to the amount in compensation for stress and inconvenience caused by the company's refusal to honour the compensation for the full cost of the bills, I take into consideration the non-binding guidelines used in the WATRS scheme. The guidelines have four tiers, which reflect the different levels of inconvenience and distress. The guidelines, which are available online on the WATRS website, recommend for cases falling within Tier 1 compensation up to the value of £100.00. In view of the disruption caused to the customer in raising this complaint, I find that the £50.00 compensation requested would be justified for this case as he had to contact the company and CCW several times via email to seek the promised compensation. Accordingly, I direct the company to compensate the customer with an additional £50.00.
5. The customer also seeks an apology from the company for how they have dealt with his complaint. I am mindful that the company apologised for the confusion to the customer in the email sent on 14 February 2023. However, as the complaint was upheld, I find that it would be suitable in this case to issue a written apology to the customer. Thus, I direct the company to issue an apology to the customer.
6. In light of the above, I find that the evidence shows that the company has not provided its services to the standards to be reasonably expected in the industry as it did not honour the compensation offered to the customer in the email sent on 31 January 2023. Therefore, the customer's claim succeeds.

Outcome

I direct the company to compensate the customer with six-month of his entire water bill as well as £50.00 for the inconvenience caused, and to issue him with a written apology.

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What happens next?

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



Pablo Cortés, Licenciado, LLM, PhD

Adjudicator

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