

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X496

Date of Decision: 07 June 2023

Party Details

Customer: XX
Company: XX

Complaint

The customer has a dispute with the company regarding its refusal to increase the value of a goodwill payment made in respect of compensation for distress and inconvenience. The customer says that a company asset adjacent to her house was leaking water that caused damage to her property, and although the company's insurers will compensate for the damage it will not compensate for the distress and inconvenience she has suffered. The customer acknowledges the company has paid £150.00 but she believes this is insufficient. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to increase the compensation to £2,500.00.

Response

The company denies any customer service failings and states that it repaired the leak as quickly as possible, taking into consideration the festive season holiday period. The company says it sent teams of engineers to investigate and responded in good time to all the customer's complaints. The company notes it has apologised to the customer and paid her £150.00 as a gesture of goodwill. The company has not made any formal offer of settlement to the customer and declines to pay compensation.

Findings

The claim does not succeed. I find that the evidence does not support that the company provided a low level of customer service. The evidence establishes that the company responded in reasonable time to all contacts from the customer, investigated the cause of the leak, repaired it and made a goodwill payment. 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 05 July 2023 to accept or reject this decision.

ADJUDICATOR'S DECISION
Adjudication Reference: WAT/X496
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Case Outline

The customer's complaint is that:

- She has experienced an ongoing dispute with the company concerning issues with water leaks from a company asset that damaged her property and mental health. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- She identified a water leak adjacent to her property sometime in early August 2022, and contacted the company.
- The company did not complete the repair to its leaking asset until 10 January 2023.
- During the period between August 2022 and January 2023 she experienced multiple and ongoing failings whilst dealing with the company over stopping the leak.
- The failings included non-attendance by engineers for agreed appointments, company telephone agents giving incorrect information, company agents failing to make promised call-backs, engineers repeating the same activities but failing to rectify the problems, and lack of communication between company employees.
- The leaking water caused damage to her property. The customer states she has lodged a claim for the damage with the insurers of the company.
- Upon completion of the leak repair works, the company offered her £150.00 in compensation, but she believes she should receive £400.00 per day for the entire period of the ongoing leak.
- Believing the company had not properly addressed her concerns she, on 30 November 2022, escalated her complaint in respect of customer service issues to CCWater who took up the dispute with the company on her behalf.
- The records show that CCWater contacted the company, and, on 15 February 2023, the company responded to CCWater and confirmed that it had exhausted its complaint procedures in respect of the customer's case.

- On 23 February 2023, CCWater advised her that the company had responded to it and CCWater 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 her case.
- CCWater advised that it could not request the company to pay compensation at the rate of £400.00 per day, and informed her that her next step was to apply to the WATRS Scheme but noted that the maximum amount of compensation that WATRS could award for inconvenience was £2,500.00.
- Continuing to be dissatisfied with the response of the company she has, on 20 March 2023, referred the matter to the WATRS Scheme where she requests that the company be directed to pay compensation in the amount of £2,500.00 for distress and inconvenience.

The company's response is that:

- It provided its response to the claim in its package of documents submitted on 04 May 2023.
- It acknowledges that the customer is pursuing a claim for property damage through its insurers. The company notes that the insurers will not accept claims for stress and inconvenience and thus understands that the customer is seeking the maximum amount of £2,500.00 that can be awarded by WATRS.
- It acknowledges that on 26 September 2022 the customer reported a water leak outside her property.
- It is not able to carry out any works on a public footpath or road without the permission of the relevant Local Authority (LA) and is required to apply for a permit to work (PTW) and permission to break through the ground where necessary. The Highways department at the LA must also provide the company with permission to cone off the road and any traffic management. LA's have an embargo period for six weeks over the Christmas period where none of these permits or permissions are considered. The company asserts that this naturally delayed it carrying out work.
- Following receipt of the necessary approvals it began a process of elimination to identify the source of the leak, and confirms the repairs were completed in January 2023.
- It confirms that it dealt appropriately with the customer's complaint and on several occasions advised her of its complaint's procedure.
- It confirms having paid to the customer the amount of £150.00 as a gesture of goodwill, the amount being calculated in accordance with its compensation policy.

- Overall, it does not agree with the customer's version of events and submits into evidence copies of engineers' job notes and telephone agents' contemporary notes.
- It complied with the various stages of its complaints handling procedures.
- It declines to pay the compensation requested by the customer.

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

- On 11 May 2023, the customer submitted detailed 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 reiterates her position and the chain of events as she previously submitted via CCWater. The customer refutes the company's statement that she did not complain of a leak prior to 26 September 2022, and questions the company's statement in respect of a Christmas period closure by the local authority. The customer believes repair works should have been completed prior to Christmas. The customer repeats her contention that the amount of £150.00 is insufficient as compensation.

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 refused to increase the level of compensation offered to her for stress and inconvenience experienced whilst awaiting the repair of a leaking company asset.
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. The parties agree that a company asset experienced a water leakage adjacent to the customer's property, and this in turn caused damage to the property.
4. I can see that the parties further agree that the customer is liaising with the company's insurers in respect of the property damage. However, the parties accept that the insurers will not compensate for any stress and inconvenience the customer may have experienced because of the leak.
5. I take note that the customer, in her application to the WATRS Scheme, has requested to be paid compensation but has entered the amount of £0.00 in the appropriate box on the form.
6. From my reading of the documents submitted by CCWater and the company, I am satisfied that the customer is seeking the full amount of £2,500.00 as allowed under the Scheme for distress and inconvenience. I take note that the company's defence document is based around the customer seeking £2,500.00.
7. It is clear to me that the crux of this dispute is in respect of the level of customer service provided by the company following the customer's initial complaint and through the period until 10 January 2023.
8. I take note that the customer has not submitted any evidence in support of her claim. I can see that she has presented a detailed chronological history of her dealings with the company during the period from August/September 2022 to January 2023 but none of the entries are supported with documentary evidence.
9. The parties disagree about the timing of when the customer first alerted the company to the leak. The customer states she contacted the company in early August 2022, whilst the company states that its records confirm it had no contact from the customer until 26 September 2022. The customer does not submit any evidence to support her position.
10. The company has explained the procedures it has to follow in respect of obtaining local authority approvals for closing roads and footpaths, and for digging through them. The company further explains that the local authority applies a six week moratorium on issuing permits during the festive season.

11. The customer has asserted that the overall customer service she received was of a low quality, and claims experiencing company telephone agents giving incorrect information, company agents failing to make promised call-backs, engineers missing appointments, engineers repeating the same activities but failing to rectify the problems, and lack of communication between company employees and departments.
12. Again, I must note that the customer has not substantiated these complaints, and that the company has denied them. I can see that the customer, in her submission dated 11 May 2023, has refuted the company's denial but, as before, does not submit any evidence to support her position.
13. From my reading of the documents laid before me, I am satisfied that the company responded within reasonable time periods to all the complaints it received from the customer. I am provided with copies of various e-mail exchanges between the parties.
14. I can see that the company has sent engineers to the property on numerous occasions, and I note that its procedures require it to eliminate possibilities until the cause of the leak is identified.
15. I take cognizance that the customer's chronological list of events does not fully match with the job notes and agents logs as recorded by the company. I can see that the company has established visits by engineers to the property but unfortunately the customer has not detailed the missed appointments that she refers to. I am unable to give sufficient weight to the customer's claims as they are not substantiated.
16. I do not find that the customer has established that the company provided a low level of customer service.
17. The customer asserts that she experienced distress and inconvenience whilst dealing with the company over the issue of the leak, and thus seeks compensation in the maximum amount permitted under the Scheme. The parties agree that the company made a goodwill payment to the customer in the amount of £150.00, but the customer seeks to have the company increase the amount.
18. I do not find that the evidence before me establishes any duty of care failure by the company to manage the customer's account with a reasonable level of skill and care.
19. I find, on a balance of probabilities, that there is no evidence to support that any act or omission on the part of the company led directly to any distress or inconvenience that the customer may have experienced.
20. It thus follows that I do not find that the evidence or the facts presented to me establish that there is any basis for the company to provide the remedy sought.

21. 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 has been disadvantaged by the actions of the company or suffered any financial loss.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 26 May 2023.
- The customer has, also on 26 May 2023, responded to the Preliminary Decision.
- The customer reiterates his previously stated position that he has received a very low quality of service from the company, and is thus disappointed with the Proposed Decision.
- The company has, on 31 May 2023, responded to the Preliminary Decision.
- The company states it has noted the Preliminary Decision and has no additional comments.
- I am satisfied that the facts upon which the Preliminary Decision was based remain unchanged.
- Having read the response 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 05 July 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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Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.
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Independent Adjudicator