

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/XX/X568

Date of Final Decision: 29 June 2023

Party Details

Customer: The customer

Company: The company

Complaint

The customer states that he regularly experiences interruptions to his water supply which is unacceptable, particularly as he is disabled as this makes life "extremely difficult". The customer requests that the company pay him compensation of £360.00 for 12 incidents based on £30.00 per incident as set out in its Customer Charter.

Response

The company acknowledges that the customer's water supply has been interrupted but states as its data shows that the customer's supply was restored within 12 hours, the customer's claim for £30.00 per incident does not meet the criteria of its Customer Charter which only provides for payments if the supply is not restored within 12 hours. The company offered the customer a £140.00 goodwill payment to settle the claim.


Findings

The company has shown that the emergency/unplanned interruptions experienced by the customer did not qualify for any payments under its Customer Charter as this policy states payments are only made to customers where their supply is not restored within 12 hours. Nonetheless, I find that the high frequency of unplanned/emergency interruptions experienced by the customer over a prolonged period indicates the company has not taken adequate steps to minimise the risk of ongoing water outages. I am satisfied this is evidence of the company not providing its service to the standard to be reasonably expected.

Outcome

The company needs to take the following further action:

- Pay the customer £140.00 in compensation for the stress and



inconvenience caused.

The customer has until 27 July 2023 to accept or reject this decision.

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Case Outline

The customer's complaint (made by the Consumer Council for Water on the customer's behalf) is that:

- The customer's water supply is being interrupted. In his complaint to the company dated 4 January 2023, he stated that he had experienced a loss in water supply on 12 occasions. Since then he experienced losses on 16 January 2023, 18 January 2023, 21 January 2023, 14 February 2023 and 24 February 2023.
- The customer requests that the company provide:
 - A payment of £360.00 which he believes is a reasonable sum for the losses of water supply.

The company's response is that:

- Under the Water Industry Act 1991 (the Act), it has a statutory duty to provide water and/or sewerage services to every property in its area.
- Occasionally, it may need to turn off a customer's water supply to carry out essential planned work. In these circumstances, it will inform the customer in advance and when the supply will be restored.
- In the event of an emergency, or unplanned interruptions, the water supply will usually be restored within 12 hours. If this is not possible it will provide an alternative supply of drinking water.
- In accordance with the Guaranteed Standards of Service (GSS), where a water supply is interrupted in the case of an emergency, it must, as soon as reasonably practicable, take steps to notify affected customers.
- If it fails to restore the water supply within 12 hours, a customer is entitled to a credit of £30.00 and a further £30.00 for every 12 hours that they remain without water.
- It must automatically make a GSS payment if the supply is not restored within 48 hours.
- It denies that the water interruption in the customer's case met the criteria for GSS payments. Furthermore, it denies that it has failed to provide its customer service to a standard which would reasonably be expected.

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- Whilst the customer has referred to 12 incidents between 12 November 2021 and 22 December 2022, he did not contact it until 4 January 2023, as such the company state that he is unable to claim on any incident prior to 4 October 2022 (GSS criteria requires claims to be made within three months of the date on which the supply was cut off).
 - It responded to the customer on 4 January 2023 and advised that there had been various power issues and the parameters for determining compensation were explained. It advised that compensation payments are based on technical information from its systems and monitors, and from its technicians on the ground, who take readings and monitor pressures. It advised him that having reviewing all the information detailed in the paragraph above, the incidents did not meet the criteria and compensation was not due.
 - It did, however, explain that the interruptions are a result of ongoing power issues and that it was working with the network operator, to try and rectify this and identify the root cause.
 - In its submission to WATRS dated 9 June 2023, the company states it was not aware of the customer's household including someone who is disabled and as soon as it was told on 4 January 2023, it added the customer to the Priority Services Register (PSR) which meant that any known incidents since then were communicated to the customer by its PSR team to ensure further assistance was offered if it was required.
 - In acknowledgement of the multiple incidents, on 17 May 2023, the company offered the customer a goodwill gesture of £140.00 based on £10.00 per incident, however, this was refused by the customer.

Reply

- The customer states that he does not believe that the company has taken the high number of water outages seriously. The impact of this on someone with disabilities is significant. He says it makes life "extremely difficult" when there is no warning or help given by the company even though he is on the at risk register.
- He explains when the water is turned on again, it takes up to 24 hours for the water to run clear. There is also damage to the filters and loo flushes. He says that all flushes have to be replaced.
- It is unacceptable that the company can hide behind charters which do not include compensation for when there is a large number of outages. The customer says it makes him think the company has decided it is cheaper to allow the outages to continue than to find the source of the problem.
- The customer asserts that fines and penalties should be applied so it responds to faults in a timely manner.

Comments on the Preliminary Decision

- The customer asserts that he is unsatisfied with the level of compensation awarded of £140.00 (£10.00 per outage) because:
 - Damage done to the toilet cistern (3 in total) meant he had to replace the flow cistern in each cistern costing at least £180.00. He previously reported this to WATRS.
 - His neighbour received a higher amount from the company after going through WATRS (£200.00).

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 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's claim concerns a loss in water supply. The customer states he regularly experiences losses to his water supply. In his complaint to the company dated 4 January 2023, he refers to 12 occasions between 12 November 2021 and 22 December 2022, however, during the CCW complaint process, the customer referred to subsequent interruptions experienced between 16 January 2023 and 24 February 2023. The customer requests that the company pays him compensation of £360.00 (for the incidents up to 22 December 2022).

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2. The company does not dispute that the customer has experienced interruptions to his water supply. In its Response, the company explains these are due to “ongoing power issues” and advises that it is working with the network operator to try and rectify this. The company states that as the information from its systems and monitors shows that on each occasion the length of the loss is less than 12 hours, the customer does not qualify for GSS payments.
 3. I remind the parties that Scheme Rule 3.5 states the Scheme cannot be used to adjudicate disputes which concern “any matter over which Ofwat has powers to determine an outcome”. As information on the regulator, Ofwat’s website makes clear that it investigates disputes about GSS, I am unable to consider the aspect of the claim concerning whether or not the customer qualifies for GSS in relation to the water outages referred to.
 4. Nonetheless, I acknowledge that the company’s Customer Charter (as set out in its document titled ‘Core customer information’, provided at Attachment 27 of the Response) states it will apply a credit of £30.00 to a customer’s account where it fails to restore supply within 12 hours after an emergency or unplanned interruption. Based on the data supplied by the company (at Attachments 10 to 25 of the Response) in relation to interruptions experienced by the customer between 12 November 2021 and 24 February 2023, on balance, I accept his supply was restored within 12 hours on each of these occasions. This indicates that under its policy, the company is not obliged to apply any credits in relation to the interruptions experienced. Therefore, its refusal to do so, does not establish any failure by the company to provide its service to the standard to be reasonably expected.
 5. However, I consider that it is reasonable to expect the company to take steps to prevent or mitigate against the risk of ongoing emergency interruptions to customers’ supplies. I find that the high frequency of unplanned/emergency interruptions experienced by the customer during the timeframe mentioned above indicates it has not put in place effective measures to minimise the risk of subsequent or ongoing interruptions. I find this demonstrates that the service provided by the company in this regard is not to the standard to be reasonably expected. I note that in its stage one complaint response to the customer dated 5 January 2023, the company advised that the interruptions since July 2022 were due to the power issues but said the cause of issues prior to that had been resolved. Nonetheless, as I consider that the customer has still been affected by an unreasonable number of interruptions since July 2022, I am satisfied this does not affect my above finding.

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6. I note that on 4 January 2023, the customer told the company that he was registered disabled and in its response dated 4 January 2023, the company advised he was not registered on its PSR but that it had registered him on this, as at that date. As I find no evidence to demonstrate that the company was made aware of the customer's disability prior to 4 January 2023, I consider the customer not being on its PSR prior to this, does not establish any shortfall in service by the company.
 7. In summary, the multiple losses in water supply experienced by the customer during the past 18 months demonstrates the company has not provided its service to the standard to be reasonably expected. However, taking into account the evidence and circumstances of the customer's case, I am not satisfied that the amount sought of £360.00 had been justified in full. I acknowledge that in its recent communication to the customer dated 17 May 2023, the company apologised to the customer and offered him a goodwill gesture credit of £140.00 based on £10.00 for each of the 14 verified interruptions that affected him. I acknowledge that the customer rejected the company's offer, however, on balance, I am satisfied the amount offered by the company, is reasonable and sufficiently recognises the stress and inconvenience caused by the ongoing disruptions to the customer's water supply. Therefore, I direct that the company pay the customer this amount in compensation for the stress and inconvenience caused.
 8. I acknowledge the customer's comments on the Preliminary Decision however, having carefully considered these, I confirm that they do not affect my above findings. This is because WATRS is an evidence-based procedure. In accordance with Scheme Rule 4.4, the WATRS application should include evidence to support the remedies requested and any amounts claimed. In this case, there is a lack of evidence to support the amount claimed for damage caused to the toilet cistern. Furthermore, under WATRS, each case is decided on its own facts and evidence and in this case, I am satisfied that the amount awarded is reasonable based on all of the evidence supplied.

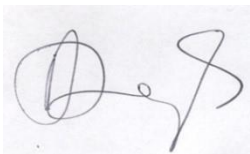
Outcome

The company needs to take the following further action:

- Pay the customer £140.00 in compensation for the stress and inconvenience caused to the customer.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 27 July 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 notified 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 chose 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.



A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice)

Adjudicator