

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X633

Date of Final Decision: 1 September 2023

Party Details

Customer: The Customer

Company: The company

Complaint

The customer claims that the company failed to provide adequate compensation following a loss of supply. Furthermore, once the loss of supply issue was raised, the company provided poor customer service. The customer seeks the company to increase his compensation beyond the £165.00 already offered.

Response

The company says the loss of supply, after the supply interruption on the company's network, was because of privately owned pipework failing, which the company holds no responsibility for. Furthermore, the company has made payments under its Customer Guaranteed Service scheme (CGS) and paid out compensation where no entitlement exists. Accordingly, no further sums are due. The company has not made any offers of settlement.

Findings

I am satisfied the evidence points to the fact that the company did provide its services to the customer to the standard to be reasonably expected concerning its loss of water supply. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been paid adequate compensation.

Outcome

The company needs to take no further action.

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

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X633

Date of Final Decision: 1 September 2023

Case Outline

The customer's complaint is that:

- The company failed to provide adequate compensation following a loss of supply.
- Furthermore, once the loss of supply issue was raised, the company provided poor customer service.
- The customer seeks the company to increase his compensation beyond the £165.00 already offered.

The company's response is that:

- The loss of supply after the supply interruption on the company's network was because of privately owned pipework failing, which the company holds no responsibility for.
- Furthermore, the company has made payments under its Customer Guaranteed Service scheme (CGS) and paid out compensation where no entitlement exists.
- Accordingly, no further sums are due.

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 adequate compensation following a loss of supply.
2. The company is required to meet the standards set out in the Water Industry Act 1991, and the effect of this is to place an obligation on a water and sewerage company to connect a customer's premises to the company mains water, maintain its pipework and to provide a supply of water.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guaranteed Service Scheme (CGS).
4. From the evidence put forward by the customer and the company, I understand that on 29 November 2022, following unsuccessful maintenance works at the company's **XX** Water Treatment Works, its network suffered a supply interruption that affected 25,500 properties, including the customer's flat. The evidence shows that on the same day, the company began infusing water into its network using tankers and by the evening, the **XX** Water Treatment Works was back in operation, and customers' supplies were starting to return to normal. The company expected that by 1 December 2022 all previously affected 25,500 properties would have their supply restored, albeit some with low pressure whilst the network was refilling.
5. On 2 December 2022, the customer contacted the company to advise that his and all the other apartments in the building where he lives were without water. As the company had not received any other reports of no water, it deemed that the problem was most likely unique to the pipework in the customer's property and was probably an airlock. The company instructed a plumbing contractor and one of its technicians to visit the customer's property and investigate further. I understand that on 5 December 2022, following further investigations, the low pressure was found to be due to a private booster pump in the property's roof space which needed resetting.
6. Following the restoration of the pressure, the customer contacted the company to raise a formal complaint on how the company dealt with the restoration of his supply. I understand that the company offered a goodwill gesture of £100.00 for any alleged failings. However, this was declined.

7. On 23 December 2022, under the company's Customer Guaranteed Service, a £30.00 credit was applied to the customer's account for the loss of supply on 30 November 2022. Between 29 December 2022 and 8 February 2023, various discussions took place between the parties resulting in the company accepting that the customer's complaint could have been handled better and making a payment of £165.00 to the customer as a gesture of goodwill.
8. However, the customer progressed matters to CCWater to resolve as he believed he should be entitled to further compensation. Unfortunately, CCWater could not resolve the customer's complaint and the customer remained unhappy with the company's final position that he would not be entitled to any further sums. On 2 August 2023, the customer commenced the WATRS adjudication process.
9. The customer says that the company should have provided further compensation due to the poor service following a loss of supply. Whilst I appreciate the customer's position, the actual cause of the loss of service beyond 1 December 2022 was due to issues with the customer's building's private water pump.
10. The evidence shows that the company's responsibility for the water supply ends at the Outside Stop Valve of the property and that any issues with the privately owned water pump are the responsibility of the customer's property Managing Agent to resolve. The privately owned water pump issue was the cause of the loss of pressure until 5 December 2022, as pressure graphs provided by the company show that pressure was restored on its own pipework in the customer's area on 1 December 2022.
11. Therefore, the customer would only qualify for the company's Customer Guaranteed Service £30.00 credit for the loss of service, which the evidence shows was applied to the customer's account on 23 December 2022.
12. 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 any further compensation.
13. From the evidence provided, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. The company admits in its response that the customer's complaint could have been handled better. The evidence shows that 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.

14. Considering the above, I am satisfied the evidence shows that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning its loss of water supply. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been paid adequate compensation.

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 September 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