

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1023

Date of Decision: 16 November 2018

Complaint

The customer submits that he has an ongoing issue with [](RST) the wholesaler and the company, the retailer. He has had several no water incidents and low water pressure issues. It has taken RST three years to start addressing his concerns. This has affected his business. The company and RST have refused to pay compensation as they state that the issues of no water and low pressure were due to third party incidents, which they have no liability for. Only with the Consumer Council for Water's (CCW) involvement in the last six months has RST been more proactive. The customer requests compensation in the sum total of £1,014.19 comprised of: £600.00 for distress and inconvenience, and £414.19 to cover his bill number 498[].

Defence

The company submits that illegal use by a third party is causing the low pressure and no water incidents. In addition, a leak on the trunk main is affecting pressure in the area. However, the mains pressure to the boundary of the property is within the legal requirements. Following a complaint raised with RST in March 2018, RST provided an action plan to try and resolve the illegal extract and repair the main. It has tried to resolve the customer's issues and provide all support possible. It is not in a position to offer any compensation as the issue is entirely beyond its control. Its remit is in delivering accurate bills, reading meters and delivering customer service. RST are the wholesaler and are responsible for getting water to the property. In order to resolve the issues, it offered to remove the current balance of £414.19 from the customer's account; however, this has been rejected by the customer.

Findings

The company and RST are separate entities. My remit is to determine the issues between the customer and the company. It falls outside of my remit to consider any claims against RST. In addition, any offers to settle or discount the debt are a business decision for the company alone to determine and falls outside the scope of WATRS. Offers may be made to avoid the financial cost and time of going to adjudication. RST is responsible for the provision of water to the property. The company's duty is to contact the wholesaler and liaise on behalf of the customer, and to provide a reasonable level of customer service in its dealings with the customer. The company failed to take ownership of the

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customer's complaint on one occasion, and failed to keep its promise to hold debt collection activity on the customer's account on another occasion. However, notwithstanding these two failings, I find that each time the customer contacted the company, his communication was addressed, and reasonable attempts were made to rectify the issues which were being experienced. The company also responded to the customer's communications within reasonable timescales. I therefore find that on the whole the company provided a reasonable level of customer service to the customer. I acknowledge the customer's claim about the no water incidents and low water pressure issues. I note the issues were ongoing for over a year and I can appreciate the customer's distress and the impact it has had on his business. However, as discussed above, any complaints against RST cannot be considered under this adjudication.

Outcome

The company needs to take the following further action:

I direct that the company pay the customer the sum of £100.00 in compensation.

The customer must reply by 14 December 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- He has an ongoing issue with [] (RST), the wholesaler, and the company, the retailer. He has had several no water incidents and low water pressure issues. It was confirmed to him by one of RST's engineers that the low water pressure issue is due to a leak on a mains pipe that has been ongoing since 2016. He is now seeking compensation for all the issues he has experienced. However, the company and RST have refused to pay compensation as they state that the issues of no water and low pressure were due to third party incidents, which they have no liability for.
- It has taken RST three years to start addressing his concerns. This has affected his staff and his business. Only with the Consumer Council for Water's (CCW) involvement in the last six months has RST been more proactive.
- The customer requests compensation in the sum total of £1,014.19 comprised of: £600.00 for distress and inconvenience, and £414.19 to cover his bill number 498[].

The company's response is that:

- Illegal use by a third party is causing the low pressure and no water incidents. In addition, a leak on the trunk main is affecting pressure in the area. However, the mains pressure to the boundary of the property is within the legal requirements.
- Following a complaint form raised with RST in March 2018, RST provided an action plan to try and resolve the illegal extract and repair the main.

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- Further to the action plan, RST also arranged for water quality samples to be taken as the customer had expressed concerns over the drinking water quality. However, when RST technicians contacted the customer to try to arrange an appointment, the customer refused the visit.
- In addition, both it and the wholesaler have been out to visit the customer on more than one occasion, where the customer has not attended the meeting.
- It has tried to resolve the customer's issues and also provide all support possible. It is not in a position to offer any compensation as the issue is entirely beyond its control. Its remit is in delivering accurate bills, reading meters and delivering customer service. RST are the wholesaler and are responsible for getting water to the property.
- In order to resolve the issues, it offered to remove the current balance of £414.19 from the customer's account; however, this has been rejected by the customer.

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?

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Wholesaler and Retailer

1. In April 2017, the water market in England opened up to retailers, and all non-household customers were moved to a retail / wholesale structured service. The evidence shows that the company is the retailer and RST, the wholesaler. Retail companies and wholesale companies are separate entities. The customer only has a contractual relationship with the retailer. Under the Water Redress Scheme, a customer can only make a complaint against the company with which they have a contractual relationship with, that is, the retailer. Therefore, for the purposes of this decision, my remit is to determine the issues between the customer and the company. It falls outside of my remit to consider any claims or complaints against RST.

Water quality

2. I note the parties' submissions about the water quality at the property. I must remind the parties that the matters that can be adjudicated under WATRS are set out in Section 3.3 of the WATRS Rules and, under WATRS Rule 3.5, the Scheme cannot be used to adjudicate on disputes about water quality legal standards. This issue does not fall within the scope of WATRS. I am therefore unable to consider this aspect of the customer's complaint.

Offers to settle

3. For the avoidance of doubt, any offers to settle or discount a debt are a business decision for the company alone to determine and falls outside the scope of WATRS. Offers may be made to avoid the financial cost and time of going to adjudication.

Low pressure and no water incidents

4. It is not in dispute that illegal extraction by a third party and a leak on the trunk main were the cause of low pressure and no water incidents at the customer's property.
5. I accept the company's submissions that the wholesaler, and not the company, is responsible for the provision of water to the property. As explained above, any claim or complaints against RST cannot be considered under this adjudication.

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6. The company's duty is to contact the wholesaler and liaise on behalf of the customer, and to provide a reasonable level of customer service in its dealings with the customer.
7. The evidence submitted to this adjudication shows that the customer first contacted the company about the issue on 26 July 2017, after having first contacted RST and being informed by RST to contact the company. The company states in its submissions to WATRS that the advisor called RST who confirmed there had been an issue between 11:00 and 12:00 and that the advisor provided the customer with RST's contact number for future water outage queries. Bearing in mind that the account notes show that RST advised that the customer contact the company, and the company's duty is to liaise on the customer's behalf, it is not clear why the customer was then informed to contact RST again. The company does not provide any clarification. In the absence of which, I cannot be satisfied that the company has shown that it met its obligations to the customer and provided a reasonable level of customer service in this instance.
8. The evidence shows that the customer subsequently contacted RST directly and RST dealt with the matter directly until February 2018, when the customer contacted the company again requesting assistance.
9. After careful consideration of the evidence provided, I find that, once the customer contacted the company again in February 2018, each time the customer contacted the company, his communication was addressed, and reasonable attempts were made to rectify the issues which were being experienced. I am also satisfied that the company responded to the customer's communications within reasonable timescales. I therefore find that the company provided a reasonable level of customer service to the customer, with the exception of one instance that I discuss below.
10. The evidence shows that in July 2017, whilst the company was dealing with the customer's complaint, although the company agreed to put the customer's account on hold from debt collection whilst attempts were being made to resolve the issues being experienced, the company sent the customer a reminder letter in July 2017. I therefore find that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person in this regard.

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11. In conclusion, notwithstanding the two failings discussed above, I find that the company fulfilled its obligation to liaise with the wholesaler on the customer's behalf and provided a reasonable level of customer service in its dealings with the customer.

Redress

12. The customer requests compensation in the sum total of £1,014.19 comprised of: £600.00 for distress and inconvenience, and £414.19 to cover his bill number 498[.]. In view of my findings above, that the company failed to provide its services to the customer to the standard to be reasonably expected in relation to the level of customer service provided, I am satisfied that the customer is also entitled to a measure of compensation for the distress and inconvenience caused. However, I find that the amount claimed by the customer is disproportionate to the failings shown. Having carefully considered the evidence provided, I find the sum of £100.00 to be a fair and reasonable level of compensation. I therefore direct that the company pay the customer the sum of £100.00 in compensation. I acknowledge the customer's claim about the no water incidents and low water pressure issues. I note the issues were ongoing for over a year and I can appreciate the customer's distress and the impact it has had on his business. However, as above, RST is responsible for the provision of water to his property and resolving any issues in relation to lack of water and low water pressure. Any complaints against RST cannot be considered under this adjudication. The company's duty is to liaise with the wholesaler on behalf of the customer, and the company has fulfilled this obligation, albeit it failed to provide a reasonable level of service to the customer on two occasions.

Outcome

The company needs to take the following further action(s):

I direct that the company pay the customer the sum of £100.00 in compensation.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 14 December 2018 to accept or reject this decision.

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- 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.



U Obi LLB (Hons) MCI Arb
Adjudicator

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