

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1024

Date of Decision: 6 December 2018

#### Complaint

The customer submits that the company has failed to provide a leakage allowance as previously agreed and it has provided poor customer service. He wants the company to apply a leakage allowance; waive the outstanding sum of £2890.82; and, pay £200.00 compensation for stress and inconvenience.

#### Defence

The company states it is up to the wholesaler to apply a leakage allowance; however, the wholesaler has refused to do so in line with its policy. It has done all it can to support the customer.

#### Findings

The customer has not proven any failing by the company.

#### Outcome

The company does not need to take any further action.

The customer must reply by 8 January 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1024

Date of Decision: 6 December 2018

## Party Details

Customer: [            ]

Company: [                            ]

## Case Outline

### **The customer's complaint is that:**

- He was unaware of a leak until he received a bill in the sum of £4,390.82 in October 2016 from the wholesaler, RST Water. He believes this leak arose due to a faulty repair carried out by the wholesaler in 2014. In December 2016 the wholesaler agreed to provide a leakage allowance and he returned the forms as required. However, he did not hear anything further.
- In May 2017 he received a demand for payment and a threat of disconnection from the company (the retailer). He emailed the company on 30 May 2017 and again in June 2017.
- On 6 June 2017 the company told him that his account had moved to a wholesaler/retailer split and it had no previous documentation. The company sent him the leakage allowance forms again and asked for two meter readings. He returned the forms on 25 July 2017 and submitted the meter readings on 18 August 2017.
- He did not hear further and he chased a response on 3 November 2017. On 5 December 2017 the company told him it could not offer a leakage allowance, as the leak took place in 2016 and the wholesaler had not confirmed he was entitled to a leakage allowance.
- In February 2018 he made a complaint to be passed onto the wholesaler. In March 2018 the company told him the wholesaler had rejected the claim as it was not made within six weeks of the leak repair. The company told him to contact CCWater, which he then did.
- He is unhappy the company again threatened disconnection during the CCWater complaints process. And, it refused to provide a leakage allowance.

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- He wants the company to apply a leakage allowance; waive the outstanding sum of £2,890.82 due for the period July to October 2016; and, pay £200.00 compensation for stress and inconvenience.
- In his comments on the defence, he rejects the offer of settlement and re-emphasises his dissatisfaction with the wholesaler.

**The company's response is that:**

- Prior to April 2017 the customer had an account with the wholesaler. In April 2017 the market opened up and the company became a retailer, completely separate from the wholesaler. It is therefore not responsible for anything that happened prior to April 2017.
- It could not offer a leakage allowance unless the wholesaler approved one. But the wholesaler's policy did not provide for an allowance in the circumstances.
- It has done all it can to support the customer. It recognises there was a delay in its communications from August to December 2017 and it has given a £20.00 GSS payment for this.
- It recently contacted the wholesaler again. The wholesaler has repeated that it would not provide a leakage allowance under its policy and that it was not responsible for the leak on an internal pipe in 2016. However, the wholesaler now offers a 50% leakage allowance because one of its staff incorrectly told the customer he would receive this.

**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.

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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. In order to make a decision in this matter I must clearly distinguish between actions taken by the wholesaler and the duty owed by the retailer (the company) to its customers. Since the water market in England opened up to retailers in April 2017, all non-household customers have been moved to a wholesale/retail split service. As a result, a non-household customer now only has a relationship with the retailer. In turn, an adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, as the party to the case, has responsibility, and not those things for which the wholesaler has responsibility. This includes, however, the effectiveness with which the retailer has operated as an intermediary between the wholesaler and the customer.
2. The customer is understandably unhappy that this matter has been ongoing since 2016, especially as he was told he would receive a leakage allowance in 2016. However, I cannot comment on the actions of the wholesaler. I can, however, consider how the retailer (the company) communicated with the customer.
3. The customer first contacted the company on 30 May 2017. Having reviewed the correspondence exchanged I note the company assisted the customer in making another claim for a leakage allowance. But, it did not then update the customer on the outcome of his claim from August 2017 until December 2017. I consider this delay was unreasonable. However, I note the company has since provided a payment of £20.00 to the customer in light of this. Bearing in mind the customer chased a response only once, I find this is a suitable remedy.
4. The company told the customer it could not offer a leakage allowance but that he could make a complaint to the wholesaler. It then liaised between the wholesaler and the customer, explaining to the customer why the wholesaler rejected his claim. I find the company acted appropriately in this regard.

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5. I appreciate the customer was unhappy with the rejection of his claim. However, it is up to the wholesaler rather than the company to offer a leakage allowance. And, I cannot make any findings on the wholesaler's decision.
6. The company continued to threaten the customer with disconnection due to non-payment, during the CCWater complaints process. I consider it was unreasonable for the company to do so when the outstanding payment was still in dispute. However, I note the company put this action on hold again once the customer complained. I consider that it acted fairly in doing so.
7. The company then followed the CCWater complaints process, again liaising with the wholesaler. I appreciate the customer was unhappy with the responses he received; however, I find the company acted appropriately in communicating the wholesaler's response.
8. Having considered the evidence available, I am satisfied the company provided a reasonable level of service overall and that no further remedy is due.
9. Clearly the customer is unhappy with the actions of the wholesaler and he does not accept its offer of a 50% leakage allowance. However, those are not matters I can consider in this adjudication and so I make no further comment.

#### **Outcome**

The company does not need to take any further action.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 8 January 2019 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.

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- 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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**Justine Mensa-Bonsu**, LLB (Hons), PGDL (BVC)

**Adjudicator**

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