

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0887

Date of Decision: 10 July 2018

Complaint

The customer's claim is the company did not automatically credit Customer Guarantee Scheme (CGS) payments to his account after an interruption to his water supply. Furthermore, whilst dealing with his complaint, he states the company gave untruthful statements and misleading information. The customer is seeking the company to: credit CGS payments to his account; provide an apology with regards to the customer service received; review its network; and, assure him there will not be any further issues with low pressure or interruptions with his water supply.

Defence

The company submits, as set out with its CGS, no CGS payments were due to the customer as he didn't experience a total interruption of more than 48 hours. Furthermore, the payments and administration of CGS is a matter over which OFWAT has the powers to determine and therefore falls outside the scope of this adjudication. However, the company admits some failings in customer service when dealing with the customer's complaint and has made a payment of £40.00 to the customer and offered a further £120.00 for these failures. The company states it is not liable for any further damages in this respect. The company has not made any further offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to CGS payments. Furthermore, the specific amounts to be awarded and when these payments are to be made are matters for OFWAT and fall outside the scope of this adjudication. However, I am satisfied the evidence points to the fact the company failed to provide its services to the customer to the standard to be reasonably expected, with regard to customer service. I therefore direct the company to pay the sum of £120.00 to the customer for this failure.

Outcome

The company needs to take the following further action:

I direct that the company should pay £120.00 to the customer.

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- The customer must reply by 7 August 2018 to accept or reject this decision.

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- The company admits there were some failings in its customer service with regard to misleading information and that it has made a payment of £40.00 to the customer and offered a further £120.00 as compensation for these failures. The further payment of £120.00 was declined by the customer as inadequate.
- Furthermore, the company has provided a good level of service at all other times throughout its dialogue with the customer, and therefore the company submit it is not liable for any further damages in this respect.

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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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. To succeed in a claim against the company, the customer must prove on a balance of probabilities the company has failed to provide its services to the standard one would reasonably expect and that, because of this failure, the customer has suffered some loss or detriment. If no such failure or loss is proved, the company will not be liable.
2. I must also remind the parties that adjudication is an evidence-based process where the burden of proof rests on the claimant, in this case the customer, to prove his case on the balance of the evidence.
3. The dispute centres on whether the customer is entitled to CGS payments where he has experienced an interruption to his water supply. The company has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme and the company's own CGS. However, the actual administration and payments of the CGS are under the powers of OFWAT to determine and therefore, under WATRS rule 3.5, the specific amounts

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to be awarded and when these payments are to be made are matters for OFWAT and fall outside the scope of this adjudication.

4. From the evidence put forward by the customer and the company, I understand that on 8 September 2017 the customer began experiencing low water pressure and an interruption to his water supply. The company became aware of the issue the same day and, on investigation, it was found this had been caused by the failure of a pump at [] Water Treatment Plant. The evidence shows the failure of the pump affected various strategic water mains within postcodes [] and []. The customer's claim documents show the customer's property was within postcode [] and therefore was affected by the pump failure. On 10 September 2017 the company began an Infusion, which increases the water pressure within the strategic water mains, and by the morning of 12 September 2017 the water supply had been restored throughout the affected areas.
5. As shown by the company's letter dated 22 May 2018 to CCWater, the customer's area was affected for a period of 12.25 hours between 8 and 12 September 2017.
6. The evidence shows the pipework within postcode [] affected by the pump failure was a strategic water main, which is the main water supply for that area. The company states within its defence that as the main supply was a strategic water main the interruption period from when the CGS payments are due is extended from 12 hours to 48 hours.
7. After careful review of clauses 8 and 9 of the CGS and the various correspondence within the CCWater documents, I find the company's position that the interruption period for CGS payment is extended from 12 to 48 hours is correct. Accordingly, I find the company has not failed to provide its services to the standard one would reasonably expect with regard to CGS payments.
8. I note the customer's request that the company review its network and assure him there will not be any further issues with low pressure or interruption to his water supply. The company states this is a new issue that had not been raised before the customer's WATRS application and therefore falls outside the scope of this adjudication. I find that I cannot deal with any new matters not raised via CCWater and therefore I am in agreement with the company that this issue falls outside the scope of this adjudication as it was not part of the original CCWater case.

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9. The company has certain obligations in respect of its customer services. The customer states the company, whilst dealing with his complaint, provided several independent and untruthful statements and misleading information. I am satisfied the company accepts it provided poor service in this respect, this poor service is explained within the company's defence and the letter to the customer from CCWater.
10. The company, as a gesture of goodwill, has paid £40.00 to the customer and offered a further £120.00 with regard to the failings in customer service. The customer has not accepted the additional £120.00. After careful consideration of all the evidence put forward by both parties, I find the sum paid of £40.00 is not appropriate compensation for the customer service failings regarding the explanation and application of the CGS payments. However, I find this sum together with the additional sum offered of £120.00 is adequate compensation for the failings regarding the explanation and application of the CGS payments. I therefore direct the company to pay the customer the sum of £120.00.
11. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person as explained above. However, I am satisfied the company has sufficiently apologised and paid recompense where appropriate within its dialogue with the customer. Therefore, I find the company is not required to provide a further apology.
12. In light of the above, I find the customer has not proven the company failed to provide its services to the standard to be reasonably expected with regard to the CGS payments, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. However, I am satisfied the evidence points to the fact the company failed to provide its services to the customer to the standard to be reasonably expected, with regard to customer service. I therefore direct the company to pay the sum of £120.00 to the customer for this failure.

Outcome

The company needs to take the following further action:

I direct that the company should pay £120.00 to the customer.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 7 August 2018 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 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.



Mark Ledger FCI Arb
Adjudicator

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