

WATRS

Water Redress Scheme

DECISION

by Justine Mensa-Bonsu LLB (Hons), PGDL, MCI Arb

An adjudicator appointed by WATRS

under the Water Redress Scheme

Decision date: 5 May 2016

Adjudication Reference: WAT/ /0218

Between ██████¹ and ██████²

- The claim is made by the customer, ██████, against a water only company, ██████
 - The claim dated 10 April 2016 is for the company to provide an apology and to pay her at least £500.00 in compensation.
 - The position of the company is explained in its undated defence.
 - The customer submitted comments dated 28 April 2016.
 - The customer's claim is that the company provided a poor level of service.
 - The company's position is that it denies liability to the customer.
-

Decision

1. The claim succeeds in part.
2. I direct that the company should pay the customer compensation in the sum of £300.00.

Main issues

3. I consider that the main issues in this adjudication are:
 - a. Whether the company has failed to provide its services to the standard to be reasonably expected.
 - b. Whether the reasons given by the customer are sufficient to justify the remedies sought.

Background information

¹ Customer's address for correspondence ██████

² Company's address for correspondence: ██████

4. In order to succeed in a claim against the company the customer must prove 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 a loss. If no such failure or loss is proved, the company will not be liable.
5. The customer and the company are aware of the facts of this case. I do not propose to recount all the facts in the same manner and order as the parties have done in their documents except where it is necessary for the purposes of this decision. I have carefully considered all of the documents submitted by the parties in support of their submissions and presented to me. The parties should also be reassured that if I have not referred to a particular document or matter specifically, this should not be taken to mean that I have not considered it in reaching my decision.

Customer's and company's positions

6. The customer submits that she lives with her husband at [REDACTED] and her bill is paid for by the owners [REDACTED]. Her water supply comes from [REDACTED] where a new housing complex is being built. On several occasions the water pipe has been broken or the water turned off and she has frequently experienced great gushes of water or no water at all, sometime for many hours. This has caused damage to her clothing and her washing machine. The company agreed to reimburse her the cost of her washing machine and so she provided her bank details for this purpose. On 1 October 2015 she found out that the company had taken a payment of approximately £3000.00 from her bank account in error. She had difficulty in contacting the company and getting an explanation about this, only to be told that it was human error. The bank returned the sum to her upon request on 2 October 2015. She seeks an apology and compensation for all the water problems she has had for nearly four years; due to the company setting up a Direct Debit on her account in error and; because it has taken her five days to find out why this payment was taken.
7. The company accepts that it erred in taking a Direct Debit payment from the customer's account. It offered £300.00 compensation for this which was rejected. The number used by the customer to make contact is not a customer line and that explains why the customer was unable to get through to speak to anyone. As to the water supply issues, the problems experienced have been ongoing since late 2013/early 2014. There have been several reports of builders damaging private pipe work and it has tried to assist as much as possible. However as this relates to third party damage and private supplies it is limited as to how much assistance it can provide. The loss of supply and problems with the water service are not the result of any action by itself.

Adjudicator's findings and reasons

8. I find that:

- a. In accordance with section 3.4 of the Water Redress Scheme Rules I am unable to consider any allegations regarding breaches of data protection as I consider that this is a complicated issue of law and that there is a more appropriate forum for resolving such disputes.
- b. I remind the parties that it is up to the customer to prove her claim. Where assertions are made by either party without supporting evidence they are unlikely to be considered to be proven.
- c. I also remind the parties that, in accordance with section 5.4.3 of the Water Redress Scheme Rules, I cannot consider any new matters that may be raised in the customer's comments.
- d. It is not in dispute that the customer has experienced disruption to her water supply. Both parties have attributed this to building works ongoing in the area. I am therefore satisfied on a balance of probabilities that the disruption to the water supply was caused by third party actions over which the company has no control and for which it cannot be held responsible. There is no evidence that the company failed to provide its services to the standard to be reasonably expected in this regard.
- e. It is not in dispute that the company took approximately £3000.00 from the customer's bank account on 1 October 2015 in error. I therefore find that it failed to provide its services to the standard to be reasonably expected. I acknowledge the customer's submission that the bank returned this sum to her account the following day.
- f. The customer submits that she had difficulty in contacting the company on the number provided to her by her bank. The company has explained that this is not its customer service line. I note that the company's complaints procedure is contained within the CCWater documents provided. The procedure sets out the company's customer contact numbers and it supports the company's assertion that the customer was contacting an alternative line. I consider that the delay in answering this line does not demonstrate a shortfall in customer service as the line was not for such use. I therefore do not accept that the company failed to provide its services to the standard to be reasonably expected in this regard.
- g. On the customer's submissions she spoke to the company on 2 October 2015 and was promised a call back. She was contacted again later that day and told that payment had been taken from her bank to pay a bill under the name of [REDACTED]. She then chased the company on 5 October 2015 and was advised that the payment was taken due to human

error. I do not consider this to be an unreasonable timeframe for a response. I note that apologies were given on a number of occasions and once a formal complaint was made the company provided further written apologies to the customer.

- h. In light of the above I am satisfied that the company failed to provide its services to the standard to be reasonably expected in regards to the payment taken from the customer's bank account. However I find that no further failings have been proven.
- i. Turning to the customer's claim for an apology, I have found that the customer has not justified this claim in regards to the water problems experienced or the perceived delay in the company responding to her complaint. I accept that the company owed an apology for taking a payment in error however I am also satisfied that an apology has already been given for this. I therefore find that no further apology is due and the claim for such is unable to succeed.
- j. As to the claim for compensation, I am satisfied that a measure is due for the stress and inconvenience caused to the customer as a result of the failing proven. I have no doubt that the customer would have been shocked and concerned to find that such a large sum had been taken from her account. Although she was able to regain this sum the following day she did not know why the sum had been taken or whether this would happen again until the company had confirmed its error some days later. The customer therefore suffered stress over a number of days before the matter was resolved. This was a serious failing but I am mindful that it did not cause any negative financial consequences and that the period of distress was relatively short. In the circumstances I consider that the company's offer of £300.00 in compensation was very fair and I consider it reasonable to direct that this same figure is paid to the customer.

Conclusion

- 9. My conclusion on the main issues is that:
 - a. The company has failed in its duty of care to the customer.
 - b. The reasons given by the customer are sufficient to justify her claim in part.
- 10. Therefore, I conclude that the claim succeeds in part and I direct that the company should pay the customer compensation in the sum of £300.00.



**Justine Mensa-Bonsu LLB (Hons), PGDL, MCI Arb
Adjudicator**