

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0733

Date of Decision: 16 April 2018

#### Complaint

The customer complains that the company has not reimbursed him with the repair costs of his water softener, which he claims was damaged by chlorine. Further, he claims that he did not know of the availability of the "Assured" tariff and did not apply for this until approximately August 2017. The company has unreasonably refused to backdate his eligibility for this tariff.

#### Defence

The company argues that it was not responsible for the damage to his water softener. As for the Assured package, the company will apply a reduced tariff from the date of the application only and it does not backdate eligibility for the tariff to a date before receipt of the application.

#### Findings

The customer has not proved that the company damaged his water softener by adding chlorine to the water. Moreover, the customer has not proved that it acted contrary to its own policies in applying the reduced tariff from the date of the application. He has also not shown that the company had failed to provide adequate information regarding the Assured tariff. The customer has not shown that the company failed to supply its services to the standard that would reasonably be expected by an average person.

#### Outcome

The company does not need to take any further action.

**The customer must reply by 15 May 2018 to accept or reject this decision.**

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## ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0733

Date of Decision: 16 April 2018

### Party Details

Customer: [ ]

Company[ ].

### Case Outline

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

- In January 2017 the company worked on a main near the customer's home.
- Following this work the customer's water softener, which he had used since 2000 and had been in working order, was found to be damaged.
- A report from the water softener repair company indicated that damage to the water softener had been caused by chlorine. The repair cost £500.00 but the water company is denying liability.
- The customer also complains about the lack of backdating of the companies social tariff, Assured. The company has said that it will only backdate to the date of receipt of the application but the customer would like this backdated to the date of his father's funeral, 21 June 2016, because he was not made aware of this tariff or that he could ask for assistance. The customer learned of this tariff through Business Debt Line.
- The customer seeks:
  - £500.00;
  - Backdating of the Assured tariff
  - A gesture of goodwill.

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

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- It attended [ ] on 26 January 2017 to repair a burst water main. On 2 August 2017 the company received a call from the customer complaining of damage by chlorine to his water softener.
- Although a standard spray chlorus of 10 ppm would have been used to disinfect the tools and fittings used in the repair, a positive pressure was maintained during this work so that there was no possibility of any of the chlorus entering the mains network.
- No additional chlorine was added to the water supply during the repair which in any event took place over 30m away from the customer's property with numerous others in between. The company contends that the damage to the water softener is more likely to have been due to the age of the water softener.
- It offers a number of assistance tariffs available to customers who need help to pay their bills. One such tariff is the Assured, which offers a discount on water and waste water service charges to customers who spend at least 3% or more of their total annual household income on their water bill. Eligibility is based on a bill to household income ratio, calculated by dividing the annual bill by the applicant's income.
- In order to be considered for an assistance tariff, an application is required. The company received the customer's completed application on or around 8 August 2017 at which point it assessed his application and accepted the customer onto the tariff.
- The company does not apply the tariff from a date before a completed application is received and all applications are subject to an annual review to assess whether a customer continues to be eligible.
- The company is of the view that it is applied the tariff correctly and in accordance with its ordinary procedures and policies.

### 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.

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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 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. The customer has complained about two issues, one in relation to damage to his water softener and the other in respect of the application of the company's Assured tariff. I deal with these each in turn.

#### Damage to the water softener

2. It is to be noted that the customer's water softener was 17 years old when it broke down. The customer blames its failure on the addition of chlorine to the water supply shortly after a repair of a burst water main in January 2017.
3. The company has stated in its submissions that in carrying out a repair on 26 January 2017, no chlorine was added to the water supply. A chlorus spray was used for cleaning tools which was unlikely to have affected the water supply. The company suggests that chlorine is at some level naturally present in the water supply and that the average age of a water softener is 10 to 15 years. The company further comments that although the customer had provided the company with a letter from Aquasof Softeners and Salt referring to the presence of chlorine inside the resin tank, the presence of chlorine is likely to have been due to deposits built up during the life of the water softener. In a letter of 20 October 2017 from the company to the customer, the company explained that its employee "Chris" had spoken to Aquasof and to another installer of water softeners "Harvey Water Softeners" both of which organisations confirmed that they could not, in any event, state categorically that the cause of problem was chlorine.
4. I have regard in particular to three letters which have been sent to the customer, that of 11 April 2017 (in the CCWater documents) and those of 11 August and 20 October 2017 (in the submissions to WATRS), all of which deny that additional chlorine was added to the water supply at the time of the repair to the burst main on 26 January 2017. I have also considered the

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report from Aquasof Softeners and Salt dated 10 February 2017 (in the CCWater documents), which explains that the cause of the failure of the water softener was probably because chlorine caused the resin beads in the softener to swell and break out of stainless steel grills in the tank, causing various malfunctions. Nothing in that report indicates that the cause of the breakdown was a surcharge of chlorine in the water supply and there is no other link to the repair work carried out by the company in January 2017.

5. I find that on balance, while it may be that the cause of the failure of the customer's water softener was due to chlorine affecting the resin beads within the softener, there is no evidence that this was due to the actions of the company. There is no evidence that the company added chlorine to the water on 26 January 2017 or at any other time and therefore the customer has not proved that the company was responsible for the breakdown of the softener. Consequently, I find that the customer has not proved that the company should have compensated him for the repair costs of his water softener, and therefore it follows that I find that the customer has not proved that the company failed to supply its services to the standard that would reasonably have been expected of it.

#### Assured

6. The customer states that although he did not make an application to the company for consideration of an assistance tariff until August 2017, this should be back-dated to the date of his father's funeral, which the documents reveal to have been 25 May 2016. The company argues that it is not its policy to back-date applications because eligibility for an assistance tariff may change from time to time and therefore this is repeatedly assessed to ensure that a customer's circumstances enable him to qualify for the tariff. The company also states that its policy is not to backdate beyond the date of an application and there is no evidence to the contrary. I find that in the absence of evidence that the company would in other cases be willing to assume a customer's eligibility from an earlier date, it was reasonable for the company to apply its usual rule to the customer's application, namely to treat the date of receipt of the application as that from which the change in his tariff should apply. Although the customer has submitted evidence to the company of his mental ill-health during this period and that he was involved in a caring capacity for his ill mother, it does not follow from these circumstances that the company should depart from its usual policy. On balance, therefore, I find that the customer has not proved that the company failed to apply its services to the standard that would reasonably be expected by an average person.

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7. The customer also states that he was unaware of the existence of the Assured tariff until shortly before he made his application to the company. The company has not explained what steps, if any, were taken to enable its customers to be aware of the existence of such a scheme. I have considered this situation with some care. I note, however, that it is for the customer to prove that the company has not supplied its services to the standard that would be expected of it. The customer, although he has said that he was not aware, has not said that the existence of the company's assistance tariffs could not reasonably have been discovered by him or that he was not supplied with information about these. Having become aware that the company offered the Assured tariff, the customer could have submitted evidence to show that the company had failed to make information reasonably available to customers about it, but he has not done so. Furthermore, the customer has not suggested that prior to his approach to a debt advisory body, he had made any enquiries of the company or undertaken any searches to see if a reduced rate could be applied for reasons of financial hardship. I find that on balance, if the customer was struggling to make payments of his water and wastewater bills, the company might reasonably have expected the customer to have made enquiry. In the absence of an allegation by the customer that information about the Assured tariff could not reasonably have been discovered by him prior to the date of his application, I find that he has not shown that the company has failed to provide its services to the standard that would reasonably be expected of it.
8. It follows that I find that the customer is not able to succeed in his claim for redress.

#### **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 15 May 2018 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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Claire Andrews, Barrister, FCI Arb

**Adjudicator**

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