

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0801

Date of Decision: 11 October 2018

Complaint

The customer has raised a complaint against their water retailer (the company) because the water wholesaler rejected their water leakage allowance claim. The wholesaler has explained that the customer's claim was out of time as it was not submitted within twelve months of the leak being repaired (in accordance with the wholesaler's set policy). The customer states that they acted reasonably by waiting for longer than twelve months before submitting a claim because they wanted to make sure that there were no other leaks. Consequently, the customer is now claiming for the company to pay them compensation in the sum of £178,908.32 (the customer indicates that this figure represents their water-related losses from 2011 to 2016).

Defence

The company explains that it is the water wholesaler's set policy that any claims for leakage allowances must be submitted within a twelve month period following the repair of the leak. The company confirms that the leak was repaired in April 2017 but the customer submitted their leak allowance application in August 2018 (17 months later). Accordingly, as the customer's claim was made after the wholesaler's set time limit, their claim was rejected. The company confirms that, in its capacity as the customer's water retailer, it followed this issue up with the wholesaler and disputed its rejection of the customer's claim on two separate occasions (March 2018 and April 2018). However, the wholesaler advised that it will not depart from its set policy as stated in its scheme of charges and it therefore rejects the customer's claim. The company states that, in light of the above, it does not accept any liability for the customer's claim for redress.

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Findings

I am not satisfied that the company failed to provide its services to the standard to be reasonably expected by the average person. The company has demonstrated that it appropriately carried out its obligations in its capacity as the customer's water retailer. Consequently, in the absence of any failures on the part of the company, I am unable to uphold the customer's claim for redress.

Outcome

The company does not need to take any further action.

The customer must reply by 8 November 2018 to accept or reject this decision.

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Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- They wish to raise a complaint against their water retailer (the company) because the water wholesaler rejected their water leakage allowance claim.
- The wholesaler has explained that the customer's claim was out of time as it was not submitted within twelve months of the leak being repaired (in accordance with the wholesaler's set policy).
- The customer believes that they acted reasonably by waiting for over twelve months before submitting a claim because they wanted to make sure that there were no other leaks.
- Consequently, the customer's claim is for the company pay them compensation in the sum of £178,908.32 (the customer indicates that this figure represents their water-related losses from 2011 to 2016).

The company's response is that:

- The company confirms that it is the water wholesaler's set policy that any claims for leakage allowances must be submitted within a twelve month period following the repair of the leak.
- The company also confirms that the leak was repaired in April 2017 but the customer submitted their leak allowance claim in August 2018 (17 months later). Accordingly, as the customer's claim was made after the expiration of the wholesaler's set time limit, their claim was rejected.
- The company confirms that, in its capacity as the customer's water retailer, it followed this issue up with the wholesaler and disputed its rejection of the customer's claim on two separate

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occasions (March 2018 and April 2018). However, the wholesaler advised that it will not depart from its set policy as stated in its scheme of charges and it rejects the customer's claim.

- The company states that, in light of all the above, it does not accept any liability for the customer's claim for redress.

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.

The WATRS Scheme Rules provide detailed information on the process of adjudication, including the timing of the various stages. It is important for the smooth running of the scheme and fairness to all that time limits are respected and submissions made in good time to allow them to be properly considered as a part of the process. I note that the customer appears to have raised additional elements of complaint within their comments. I must also draw attention to the fact that in accordance with the scheme rules, new complaints and evidence cannot be submitted at the comments stage. Accordingly, I must disregard any new complaints and/or evidence submitted at the comments stage and will proceed accordingly.

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How was this decision reached?

1. The customer wishes to raise a complaint against their water retailer (the company) because the water wholesaler rejected their water leakage allowance claim. The wholesaler has explained that the customer's claim was out of time as it was not submitted within twelve months of the leak being repaired (in accordance with the wholesaler's set policy). The customer does not dispute that their claim was made more than twelve months after repairs were completed. However, the customer states that they acted reasonably by waiting for a long time before submitting a claim because they wanted to make sure that there were no other leaks. Consequently, the customer's claim is for the company pay them compensation in the sum of £178,908.32 (the customer indicates that this represents their water-related losses from 2011 to 2016).
2. I remind the parties that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I note that the basis of the customer's complaint lies with their dissatisfaction with the decision of the wholesaler ([RSWater]) to reject their water leak allowance claim in accordance with its set policies as detailed in its schedule of charges. 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.
4. Whilst I am unable to consider the customer's complaint about RSWater (as detailed above) I can look at whether the service provided by [] has met the standard to be reasonably expected by the average person. In particular, I can consider whether [] sufficiently pursued RSWater (the wholesaler) in relation to the customer's complaints.

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5. Following careful review of all the submissions and documents provided by the respective parties, overall, I am satisfied that the company has met its obligations to the customer as a water retailer. I can see that the company pursued the wholesaler on the customer's behalf and disputed its rejection of the customer's claim on two separate occasions (March 2018 and April 2018). However, the wholesaler declined to depart from its set policy (as stated in its scheme of charges) and upheld the rejection of the customer's out-of-time claim. Accordingly, I am satisfied that the company acted appropriately to pursue the wholesaler in relation to the customer's complaint and appropriately explained its position to the customer.

6. Therefore, following careful review of all the submissions provided, I am not satisfied that the company has failed to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any failures on the part of the company, I am unable to uphold the customer's 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 8 November 2018 to accept or reject this decision.

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- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will then be closed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.



E. Higashi LLB (Hons), PGDip (LPC), MCIArb.

Adjudicator

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