

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0923

Date of Decision: 25 October 2018

Complaint

The customer is seeking a leak allowance from his water wholesaler. The wholesaler has denied the customer's claim as it believes that the customer has not met the requirement to repair the detected leak within 28 days. The wholesaler has stated that the leak was identified in early 2017 and there is no evidence that it was repaired until June 2017. The customer states that the leaks should be treated as two separate leaks and therefore he should be entitled to a leak allowance for the most recent leak. Consequently, the customer's claim is for the wholesaler to grant him a leak allowance.

Defence

The company explains that it is the water wholesaler's set policy that leakage allowance claims can only be granted if the detected leak is repaired within 28 days. As there is no evidence that this was the case, the wholesaler does not accept the customer's claim. The leak was identified in early 2017 and only appears to have been fully repaired in June 2017. In its capacity as the customer's water retailer, the company pursued the wholesaler on the customer's behalf. 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.

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 22 November 2018 to accept or reject this decision.

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The company's response is that:

- The company confirms that in February 2017, a water engineer advised the customer there may be a leak from his private water pipes.
- The company acknowledges the customer's statement that the engineer told him that the leak was coming from his toilet. However, the company explains that this is not recorded on the engineer report and, in any event, engineers do not locate private leaks.
- In June/July 2017, the customer contacted the company and discussed his bills. The customer stated that he would not pay his bills as there was a leak.
- The company explains that the wholesaler has certain criteria that must be met to successfully qualify for a leak allowance. In particular, section A6.1 of the wholesaler's schedule of charges expressly states that a leak must be repaired within 28 days of being detected. The company states that it is clear that this condition was not met by the customer as the leak was not properly repaired until June 2017 (after being identified in early 2017). This is also confirmed by the customer himself in his leak allowance claim form where he expressly states that the leak was first detected in December 2016.
- The company confirms that the customer's bills have now returned to normal following the proper repair of the leak from the toilet. The company does not accept that it has failed in its obligations as the customer's water retailer.
- 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.

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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. The customer wishes to raise a complaint because their water wholesaler has rejected their water leakage allowance claim. The wholesaler has explained that the customer's claim was rejected because there is no evidence that the leak was repaired within the required 28 day period (in accordance with the wholesaler's set policy). The customer disputes this and claims that the leaks should be treated as two separate leaks; he alleges that he fixed the first leak himself in early 2017 but he is now claiming for a new leak. Consequently, the customer's claim is for the wholesaler to grant him a leak allowance.
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 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 the wholesaler, I can look at whether the service provided by the company ([] Limited) has met the standard to be reasonably expected by the average person. In particular, I can consider whether [] Limited sufficiently pursued 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 conveyed his challenge to its rejection of his claim (as shown in the company's action notes).
6. However, the wholesaler declined to depart from its set policy (as stated in its scheme of charges), explained how it reached its decision based on the information available and upheld the rejection of the customer's claim. Specifically, the wholesaler explained to the company that its position was that there is no evidence the customer repaired the leak within the required 28 days when it was first detected in early 2017; therefore, it rejects his claim. The company then conveyed the wholesaler's position to the customer. Accordingly, under the circumstances, 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.
7. Therefore, in light of all the above, 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.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 22 November 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.
- 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), MCI Arb.

Adjudicator

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