

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0930

Date of Decision: 16 October 2018

#### Complaint

The customer states the company has refused to apply a leakage allowance to her bill. She seeks a refund of £16,662.17. Alternatively, she seeks that the company retracts a leakage allowance applied on a previous occasion so that it can instead be applied on this occasion.

#### Defence

The company states the wholesaler refused to apply a leakage allowance and also refused to swap a previous leakage allowance. It considers the wholesaler acted in accordance with its policy.

#### Findings

The customer has not proven any failing by the company.

#### Outcome

The company does not need to take any further action.

The customer must reply by 13 November 2018 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0930

Date of Decision: 16 October 2018

## Party Details

Customer: [ ]

Company: [ ]

## Case Outline

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

- The company identified a leak on 21 September 2017 and it was repaired on the same day. She then claimed a leakage allowance. The wholesaler granted a sewer allowance but refused a leakage allowance as the customer had benefitted from one in the past.
- The customer says she was unaware of the leak previously as it was underground and she only received estimated bills.
- The customer seeks a refund of £16,662.17 by way of a leakage allowance. Alternatively, she wants to retract the leakage allowance granted previously and use it on this occasion instead.

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

- It asked the wholesaler to apply a leakage allowance or to swap the previous allowance given as the customer wished. However, the wholesaler, [ ], explained its policy only allows one leakage allowance per customer and it cannot swap a previous allowance. The company explained this to the customer. It believes the customer has been treated in accordance with the wholesaler's policy.

## How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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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.

### How was this decision reached?

1. In its response the company refers to decisions made by the wholesaler. 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.
2. I appreciate the customer is unhappy that she has not benefitted from a leakage allowance. However, in this case it is up to the wholesaler whether to apply a leakage allowance or not. As explained above, I cannot make findings related to the wholesaler's decision, as it is not a party to this case. I can however consider how the retailer (the company) communicated the wholesaler's decision to the customer.
3. The documents demonstrate the company sought a leakage allowance from the wholesaler on the customer's behalf; however, the wholesaler refused the request. The company then

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correctly informed the customer of this. I am satisfied that the company has discharged its duty to the customer by making representations to the wholesaler on her behalf. Therefore I find that the company has not failed in this respect.

4. Within the documents provided alongside the claim, the customer says the company only provided estimated readings on previous bills, and therefore she was unaware of the leak. In her comments on the company's response she reiterates this point.
5. It is clear that opportunities were missed to discover the leak earlier. However, it is common practice across the water sector for companies to use estimated readings and to provide the option to customers to take their own readings. In this case I find the company acted appropriately and was under no obligation to take actual readings for the purpose of billing during the period. I am therefore unable to find any failing by the company in this regard.
6. I appreciate that the customer will be disappointed with the outcome of this decision. However, for the reasons explained above, I am unable to find any failing by the company and so the customer's claim is unable to succeed.

#### **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 13 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.

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**Justine Mensa-Bonsu, LLB (Hons), PGDL (BVC)**

**Adjudicator**

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