

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0991

Date of Decision: 7 January 2019

Complaint

The customer states that, earlier this year, during the weather event known as the 'Beast from the east', he had no water in his flat for almost a week. He therefore claimed £150.00 in compensation from the company. The customer states that the company did not accept his claim and explained that the system records taken from the District Metering Area (DMA) show that he did not experience a loss of water supply to the extent that would entitle him to compensation. Nonetheless, the company provided the customer with two payments of £30.00 as a gesture of goodwill. The customer was not satisfied with this and referred the matter to CCWater (Consumer Council for Water). However, CCWater concluded that it could not challenge the company any further based on the evidence available. The customer is not satisfied with this outcome and is now claiming for the company to provide him with compensation in the sum of £150.00 for loss of water supply.

Defence

The company explains that it has already shown from the DMA system records that the customer did not experience a loss of water supply to the extent that would entitle him to compensation. It accepts that the customer may have experienced low water pressure during the weather event known as the 'Beast from the east' (however, the pressure was always above the regulatory minimum). The company states that it has already provided the customer with two payments of £30.00 as a gesture of goodwill. However, it does not accept that the customer is entitled to a payment of £150.00. The company states that, in light of all the above, it does not accept any liability for the customer's claim for redress.

Findings

I am not satisfied that that the company has failed to provide its services to the standard to be reasonably expected by the average person. Based on the evidence provided, I am unable to conclude that the customer experienced a loss of water supply to the extent that would entitle him to compensation. Accordingly, I find the company's actions flowing from this issue were fair and reasonable.

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Outcome

The company does not need to take any further action.

The customer must reply by 4 February 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Party Details

Customers: [].

Company: [].

Case Outline

The customer's complaint is that:

- Earlier this year, during the weather event known as the 'Beast from the east', he had no water in his flat for almost a week.
- The customer therefore claimed £150.00 in compensation from the company.
- The company did not accept the customer's claim and explained that the system records taken from the District Metering Area (DMA) show that the customer did not suffer a total loss of water supply to the extent that would entitle him to compensation. Nevertheless, the company provided the customer with two payments of £30.00 as a gesture of goodwill.
- The customer was not satisfied with this and referred the matter to CCWater. However, CCWater found no failures on the part of the company and concluded that it could not challenge it any further based on the evidence available.
- The customer is not satisfied with this outcome and is now claiming for the company to provide him with £150.00 in compensation for loss of water supply.

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The company's response is that:

- It does not accept the customer's claim.
- The company states that it has already shown from the DMA system records that the customer did not experience a loss of water supply to the extent that would entitle him to compensation.
- The company accepts that the customer may have experienced low pressure during the weather event known as the 'Beast from the east'. However, the pressure remained above the regulatory minimum. It states that it may have been possible that the low pressure could have caused very temporary water outages (but this would not have exceeded four hours at any time).
- The company states that under the GSS (Guaranteed Standards Scheme), a customer is only entitled to compensation of £20.00 if they have no water supply for over 24 hours (with £10.00 for every subsequent 24 hour period). However, the company states that it also implements its own enhanced compensation scheme whereby customers are entitled to £30.00 if their water supply is interrupted for over four hours.
- The company confirms that the evidence does not show that the customer was ever without a water supply for over four hours.
- The company states that it provided the customer with two payments of £30.00 as a gesture of goodwill. However, it does not accept that the customer is entitled to payment of £150.00 as claimed.
- 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 crux of this dispute lies with the customer's belief that he should be entitled to compensation in the sum of £150.00 because, earlier this year, there was no water supply in his flat for almost a week. The customer has complained to both the company and CCWater about this issue but they have concluded that his claim could not be upheld because the evidence available shows that the customer never experienced a loss of water supply to the extent that would entitle him to compensation. The customer is not satisfied with this situation and is now claiming compensation in the amount of £150.00 from the company for loss of water supply.
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 I have been provided with a copy of the DMA system records showing the water provision to the customer during the relevant period. From review of this evidence, I am able to determine that, whilst there was a period of lower water pressure provision (not falling below the regulatory minimum), it does not show that the customer experienced a total loss of water supply for a period of over four hours.
4. I acknowledge and appreciate the inherent difficulties that may be faced by customers in providing evidence to prove their claims. However, as stated above, I am only able to base my decision on the evidence that has been provided to me at the time of adjudication. Under the present circumstances, the evidence provided shows that the customer did not experience a total loss of water supply for a period of over four hours. Accordingly, I have no other option but to conclude that the customer did not qualify for any GSS payment or for the company's own enhanced compensation scheme. Therefore, I am unable to conclude that the company's refusal to provide the customer with compensation for loss of water supply amounts to a failure to provide its services to the standard to be reasonably expected by the average person.

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5. In the interest of clarifying any potential confusion regarding to the scope of this scheme, I must highlight that it is beyond the remit of WATRS to commission any new investigations to examine the accuracy of the DMA system records. Accordingly, I am only able to base my decision on the evidence as provided.
6. Consequently, in light of all the above, I am inclined to accept the company has correctly maintained the position that it is not obliged to provide the customer with £150.00 in compensation for total loss of water supply. Furthermore, for the sake of completeness, I am satisfied that the company's actions in response to the customer's complaints were fair and reasonable. Specifically, I find that the company appropriately investigated the customer's concerns, provided appropriate responses and fair gestures of goodwill. Accordingly, I am not satisfied that the company's actions in relation to this issue amount to a failure to provide its services to the standard to be reasonably expected by the average person.
7. Following careful review of all the submissions provided, I am not satisfied that any failures on the part of the company have been established. 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 4 February 2019 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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