

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1010

Date of Decision: 12 November 2018

#### Complaint

The customer submits the company failed to warn her that she may have a leak, causing her to incur higher charges than she would have done. She says it also provided poor customer service. The customer claims £1,500.00 for stress, inconvenience and the difference in bills. She also seeks £500.00 due to poor customer service.

#### Defence

The company states the wholesaler applied a leakage allowance correctly. It is not responsible for identifying or repairing leaks on private property. It accepts a shortfall in the customer service provided; however, it considers its payment totalling £80.00 is satisfactory compensation.

#### Findings

The company failed to provide its services to the standard to be reasonably expected. However, it has already provided a suitable remedy.

#### Outcome

The company does not need to take any further action.

The customer must reply by 10 December 2018 to accept or reject this decision.

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- She wants compensation of £1,500.00 for stress, inconvenience and the difference in bills. She also wants £500.00 compensation for poor customer service.

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

- The customer received a burst allowance of £424.08. The customer queried this amount and so it asked the wholesaler to review the figure. The wholesaler confirmed the amount was correct.
- It sent bills correctly to the customer. It is not responsible for locating and repairing leaks on private property.
- It has credited the customer's account in the sum of £80.00. This includes £20.00 for the inconvenience the customer suffered in having to chase it for updates; £40.00 for the three month delay in passing her leakage allowance claim form onto the wholesaler and; £20.00 for its delay in responding to her complaint.
- It is satisfied it has provided appropriate compensation and it has also apologised to the customer. It therefore contests the customer's claim.

**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.

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## How was this decision reached?

1. 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. It is not in dispute that the company sent bills to the customer and that the customer noticed her charges had increased. Although it is clear the customer did not realise she had a leak, I consider she was best placed to know if her business was using the water as charged or not.
3. I acknowledge the customer contacted the company with concerns that her bill was high. However, I consider the company was not in a position to know the reason for this. I find it was not the company's responsibility to inform the customer that she may have a leak and therefore I find no failing in this regard.
4. The customer says she contacted the company many times by email or phone to no avail. And, I note she has provided a copy of an email sent to the company in June 2017 wherein she asks for a call back as it did not answer the phone. I consider this email supports the customer's submissions that she had difficulty in contacting the company. However, I find this is not sufficient evidence to show company failed to respond to the customer on many occasions from November 2016 to September 2017.
5. The wholesaler identified a leak at the customer's property in September 2017. The company accepts the customer then had to chase it for updates. I therefore find the company failed to provide its services to the standard to be reasonably expected in this regard. And, I note the company has credited the customer's account in the sum of £20.00 in recognition of this. Bearing this in mind and, noting there is no evidence of how many times the customer tried to contact the company, I consider the company's payment was reasonable.

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6. The customer submitted a leakage allowance claim to the company in November 2017; however, the company accepts it did not give this to the wholesaler for three months. I therefore find the company failed to provide its services to the standard to be reasonably expected in this regard. I note the company has provided the customer with a credit of £40.00 due to its delay and the inconvenience caused. Bearing this in mind, noting the customer did not have to pay the outstanding bill in the meantime and, noting she only chased this up once, I consider the credit given by the company was reasonable in the circumstances.
7. The company also accepts it delayed in responding to the customer's complaint. However, I note that neither party has advised how long this delay was. In any event I note the company has credited the customer's account with £20.00 in recognition of its delay. I consider it acted reasonably in doing so.
8. In conclusion, the company has accepted the service it provided fell short of its usual standards and it has credited the customer's account in the total sum of £80.00. I find the company has acted reasonably in this regard and I find that no further remedy is due. Therefore, the customer's claim for further compensation is unable to succeed.
9. I appreciate that the customer will be disappointed with this outcome. However, at the crux of this dispute is the fact that the customer was unaware she had a leak at her property. As this was a leak on private property and as the company had no responsibility to identify the leak, I cannot find it is responsible to bear any of the costs involved.

#### **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 10 December 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.

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

**Adjudicator**

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