

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1099

Date of Decision: 11 December 2018

Complaint

The customer's claim is the company unnecessarily delayed replacing his lead pipework. This delay led to the customer being unable to use his domestic appliances as intended, to distress, anxiety, inconvenience and a loss of time. Once his complaint had been raised, the company lacked executive oversight and provided poor customer service. The customer is seeking for the company to provide an apology and pay compensation of £8,000.00; comprising £6,000.00 for being unable to use his domestic appliances as intended, £1,000.00 for loss of time and £1,000.00 for the stress and inconvenience incurred.

Defence

The company admits there was a delay in upgrading the customer's pipework. However, this delay was unavoidable due to a section 58 notice issued by the council that imposed a three-month delay and the summer heatwave, which caused water stresses. The company completed the works in September 2018, which was as quickly as it could, considering the circumstances. Therefore, the company is not liable for any damages in this respect. The company has not made any further offers of settlement.

Findings

I am satisfied the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the upgrade to the customer's supply pipe. The reasons and evidence provided by the customer are not sufficient to justify his claim that he should be provided compensation. Furthermore, I am satisfied there have been no failings with regard to customer service as I find the company has provided a good level of service at all times throughout its dialogue with the customer.

Outcome

The company needs to take no following further action.

- The customer must reply by 11 January 2019 to accept or reject this decision.

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- Furthermore, the company asserts it has provided a good level of service at all times throughout its dialogue. Therefore, the company submits it is not liable for any damages in this respect.

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 the company has failed to provide its services to the standard one would reasonably expect and 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. The dispute centres on whether the company unnecessarily delayed the upgrade to his supply pipe. The company is required to meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008.
2. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme (GSS).
3. From the evidence provided by both the customer and the company, the customer contacted the company on 15 June 2018 to enquire about the requirements when installing a MegaFlo, the need to upgrade his supply pipe to 25mm pipe and the replacement of his lead communication pipe. The company advised they would replace his lead pipes as part of its Lead Replacement Program once his supply pipe had been replaced. On 27 June 2018, the customer contacted the company to advise he had renewed his supply pipe with a 25mm blue poly pipe and would like

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the company to inspect and have the company's lead pipes replaced. The company inspected the property on 9 July 2018 and advised the customer it was unable to replace its pipes due to the fact the council had imposed a section 58 notice under the New Roads and Streetworks Act.

4. The evidence shows a section 58 notice prevents any utility company from commencing non-essential works taking place. On 9 July 2018, the customer advised the company he required the works to be done as soon as possible and asked the company to speak to the council. The evidence shows under the section 58 notice the company was prohibited from undertaking any works and would need to wait three months. Furthermore, the company advised the replacement pipes would need flushing; however, this would not be possible due to water resources being stretched due to the summer heatwave. The customer requested the works still be undertaken, and the flushing done at a later date once the water resources were less stretched. However, the company refused as it would be a health and safety issue if the flushing did not place once the pipes were installed. The evidence shows on 10 July 2018, the customer contacted the company stating the council would allow them to undertake the works as the roadworks had not yet reached the customer's property. However, the company advised it had spoken to the local council, and the works were deemed unessential and they still would not undertake the works as the replacement pipes would still need flushing and this would not be possible due to water resources being stretched.
5. On 4 September 2018, the customer once again contacted the company requesting an update on the works and filed a complaint with the company due to the continuing delay. Between 4 and 17 September 2018, various correspondence took place between the parties, in which the customer explained he was unhappy with the delay in the works and the lack of executive oversight. The evidence shows that between 17 and 29 September 2018, the works were undertaken by the company without issue. However, the customer was unhappy with the company's responses and contacted the Consumer Council for Water (CCW), on 29 September 2018 to take matters further.
6. With regard to the customer's complaint the company unreasonably delayed the lead pipe replacement. The evidence shows it was the local council who imposed a section 58 notice due to the roadworks taking place. I find I am in agreement with the company's position that it was prohibited from undertaking any works within a three month period as the works were deemed unessential. Even though the company could have commenced works as early as on 10 July 2018, the roadworks had not reached the customer's property. I also find it reasonable considering the summer heatwave the company would still not undertake the works due to not

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wishing to undertake extensive flushing procedures whilst the water supply was stressed. Accordingly, I am satisfied the company's service and actions were reasonable in this respect and I find they did not cause any loss or delay with the lead pipe replacement. Whilst I appreciate the inconvenience the delay would have caused the customer, I find the evidence does not support the customer's position and so this aspect of the customer's claim fails.

7. I am mindful of the customer's comments that he was unable to use his domestic appliances as intended. The evidence shows that on 18 September 2018 before the lead pipe replacement, the flow at the outside tap of the customer's property was 20 litres per minute with a pressure of 3 bar. As explained within the company's defence this pressure was above the 0.7 bar pressure and 9 litres per minute minimum legal requirement. Furthermore, the pressure supplied was considerably higher than the customer's requirements for a Megaflo system, which were 1.5 bar and 20 litres per minute. I have found above that the company didn't cause any delay but, in any event, I find the customer's pressure and flow rate was reasonable and the evidence does not support the customer's position, so this aspect of the customer's claim fails.
8. I note the customer has requested redress of £8,000.00; comprising £6,000.00 for being unable to use his domestic appliances as intended, £1,000.00 for loss of time and £1,000.00 for the stress and inconvenience incurred. As above, I am not satisfied that it has been proven the company failed to provide its services to the standard to be reasonably expected and as I have already found the company did not unreasonably delay the pipe replacement, I therefore cannot find the company liable for these costs. The company's service and actions were reasonable and did not cause any loss or delay. Accordingly, I find the evidence does not support the customer's position and so this aspect of the customer's claim fails.
9. The company has certain obligations in respect of its customer services. After careful review of both the customer's letters and the company's responses, I am satisfied that, by the end of the company's dialogue with the customer, the company had adequately explained the reason behind why the pipe replacement would delay to local council restrictions and the summer heatwave. I also note the company felt it helped the customer by providing an increased diameter replacement pipework.
10. From the timeline set out within the various correspondence, I find the company responded adequately to all the customer's concerns. Furthermore, after careful analysis of all the correspondence submitted in evidence, I am not satisfied that it has been proven the company failed to provide its services to the customer to the standard to be reasonably expected by the

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average person in respect of executive oversight or customer service. I note the company has offered the customer £250.00 as a gesture of goodwill, which has been rejected. Accordingly, the company does not have to take any further action in this regard although it is free to do so should it consider it appropriate.

11. I acknowledge the various arguments put forward by the customer regarding his request for an apology in relation to the various alleged failures of the company. As above, I am not satisfied that it has been proven the company failed to provide its services to the standard to be reasonably expected. Therefore, I find the company is not required to provide an apology with regarding this aspect of the customer's claim.
12. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the replacement pipework, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings in respect of customer service as the company has provided a good level of service at all times throughout its dialogue with the customer.

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 11 January 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 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.

A handwritten signature in black ink, appearing to read 'ML', followed by a long horizontal line extending to the right.

**Mark Ledger FCI Arb
Adjudicator**

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