

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1142

Date of Decision: 21 February 2019

#### Complaint

The customer submits the company has billed him incorrectly and provided a poor level of service. He wants the company to refund the charges arising due to a leak and pay compensation in the sum of £1000.00 for stress and inconvenience.

#### Defence

The company denies it is at fault. It asserts it has billed the customer correctly and provided a good level of service.

#### 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 21 March 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1142

Date of Decision: 21 February 2019

## Party Details

Customer: [ ]

Company: [ ]

## Case Outline

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

- He reported a leak to the wholesaler who assured him it would contact the landowner to arrange repair. The wholesaler did not tell him that he had to repair the leak himself or that he would incur charges for the wasted water.
- He was unaware he would incur any charges until he received a bill of approximately £8000 from the company (the retailer).
- He is unhappy with the company's final response as it contains incorrect information.
- He wants a refund of the charges incurred due to the leak and £1000.00 compensation for stress and inconvenience.
- In his comments, the customer submits the wholesaler failed to repair a leak on its own pipework in January 2017. He says this contributed to the charges he incurred.

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

- The customer contacted it upon receipt of his bill. The customer explained a leak had been repaired and he did not want to pay the bill.
- The company queried this with the wholesaler. The wholesaler informed the company that the leak was on the private supply pipe and it was the customer's responsibility to repair it.
- The company then informed the customer that the leak was on the private supply and he was not eligible for a leakage allowance under the wholesaler's policy.
- It addressed the customer's complaints; however, he remained unhappy.

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## 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.

## 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. The customer complains about the information the wholesaler provided when he first reported the leak and, he disputes the wholesaler's account of events. However, for the reasons explained above, I cannot comment upon or make findings on the actions of the wholesaler, who is not a party to this adjudication.

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3. In his comments, the customer asserts the wholesaler failed to repair a leak on its pipework in January 2017. I am mindful that this is an allegation against the wholesaler, which I cannot consider. Further, the WATRS scheme rules at rule 5.4.3 state that the customer cannot introduce new matters in their comments on the company's response; and "the adjudicator will disregard any such material if submitted." As the customer's comments concern the wholesaler and raise a new matter, I must disregard them.
4. While I cannot look at the customer's complaints about the wholesaler, I can consider how the company (retailer) dealt with the customer.
5. The company has provided a copy of its account notes, which provide a record of the calls exchanged with the customer. It has also provided copies of correspondence exchanged.
6. Having reviewed the documents provided, I note the company contacted the wholesaler promptly once the customer queried the charges. And, when the wholesaler informed the company of its position, the company promptly relayed this to the customer.
7. The company informed the customer that he was not eligible for a leakage allowance under the wholesaler's policy. The customer is understandably upset with such a response; however, I find the company correctly reported the wholesaler's policy.
8. In its final response the company relayed the wholesaler's account of events to the customer. The customer disputes this account. However, I find that is a dispute between the customer and the wholesaler. As explained above, I cannot comment on such matters. I find the company acted properly in passing on the information it received.
9. Having considered the customer's complaint, the CCWater documents and the company's response, I am satisfied the company provided its services to the standard to be reasonably expected. Therefore, the customer's claim against the company is unable to succeed.
10. I appreciate the customer will be disappointed with this outcome. However, I find the majority of the customer's claim concerns allegations against the wholesaler, which I cannot consider.

#### **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 21 March 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.
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**Justine Mensa-Bonsu**, LLB (Hons), PGDL (BVC)

**Adjudicator**

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