

# WATRS

## Water Redress Scheme ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1192

Date of Decision: 7 February 2019

### Complaint

The customer would like their water wholesaler ([RST Water]) to provide them with a greater water leakage allowance than already provided under its set leakage allowance policy. The customer believes that the wholesaler should provide special consideration to their particular circumstances. The customer has approached CCWater (Consumer Council for Water) in relation to this issue but it has stated that it cannot change the set policies of water companies. RST Water has confirmed that the leakage allowance provided to the customer has been calculated in accordance with its set policy and therefore it is unable to provide them with a further allowance. The customer is now claiming for the water wholesaler to provide a "more individual service" which takes into account her location and circumstances. Furthermore, the customer is claiming for the water wholesaler to provide a greater leakage allowance than already provided under its set leakage allowance policy.

### Defence

The company confirms that the customer's water wholesaler (RST Water) provided the customer with the correct water leakage allowance in accordance with its set policy on leakage allowances. The water wholesaler did not accept that the customer was entitled to a further water leak allowance (over and above the leak allowance as set in its leak allowance policy). The company confirms that, in its capacity as the customer's water retailer, it followed this issue up with the wholesaler and disputed its rejection of the customer's claim. However, the wholesaler advised that it will not depart from its set policy as stated in its scheme of charges and it therefore rejects the customer's claim. The company states that, in light of the above, it does not accept any liability for the customer's claims for redress and states that it has adequately met its obligations in its capacity as the customer's water retailer.

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### Findings

The company has demonstrated that it appropriately carried out its obligations in its capacity as the customer's water retailer. Consequently, in the absence of any unresolved failures on the part of the company, I am unable to uphold the customer's claims for redress.

### Outcome

The company does not need to take any further action.

The customer must reply by 7 March 2019 to accept or reject this decision.

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

- It does not accept any liability to the customer
- The company and water wholesaler have both confirmed that the water leakage allowance provided to the customer was correctly calculated in line with the water wholesaler's set leakage allowance policy.
- Nonetheless, the company (as the customer's water retailer) pursued the water wholesaler on behalf of the customer and requested a further leakage allowance (over and above the amount as set in its leakage allowance policy).
- Despite the company's efforts, the water wholesaler ultimately declined to depart from its set water leakage allowance policy.
- The company accepts that there were issues with the regards sending some of the customer's bills. It has apologised to the customer for this issue, provided an explanation and placed multiple measures to ensure that it does not occur in future.
- The company states that, in light of the above, it does not accept any liability for the customer's claims for redress and states that it has adequately met its obligations in its capacity as the customer's water retailer.

### **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.

The WATRS Scheme Rules provide detailed information on the process of adjudication, including the timing of the various stages. It is important for the smooth running of the scheme and fairness

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to all that time limits are respected and submissions made in good time to allow them to be properly considered as a part of the process. Furthermore, I must also draw attention to the fact that in accordance with the scheme rules, new complaints and evidence cannot be raised at the comments stage. Accordingly, I must disregard any new complaints and/or evidence introduced at the comments stage and will proceed accordingly.

### How was this decision reached?

1. The customer has made a complaint against their water retailer (the company) because the water wholesaler rejected their request for a greater water leakage allowance (over and above the amount already provided to them in accordance with the wholesaler's set policy). The customer does not dispute that the wholesaler has already provided a water leakage allowance in accordance with its set policy. However, the customer believes that the wholesaler should consider departing from its set policy and providing them with a greater water leakage allowance. Consequently, the customer's claim is for the water wholesaler to provide a "more individual service" which takes into account their location and circumstances (which makes leaks difficult to locate). Furthermore, the customer is claiming for the water wholesaler to provide a greater leakage allowance than already provided under its set leakage allowance policy.
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 the basis of the customer's complaint lies with their dissatisfaction with the decision of the wholesaler (RST Water) to reject their claim for a greater water leak allowance over and above the amount as set in its leakage policy (detailed in its schedule of charges). 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 contractual 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

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responsibility. This includes, however, the effectiveness with which the retailer has operated as an intermediary between the wholesaler and the customer.

4. Therefore, whilst I am unable to consider the customer's complaints about RST Water's decisions regarding its leakage allowance policy (as detailed above) I can look at whether the service provided by PQR (the company) has met the standard to be reasonably expected by the average person. In particular, I can consider whether PQR sufficiently pursued RST Water (the wholesaler) in relation to the customer's concerns.
5. Following careful review of all the submissions and documents provided by the respective parties, overall, I am satisfied that the company has met its obligations to the customer as a water retailer. I can see that the company actively pursued the wholesaler on the customer's behalf and disputed its rejection of the customer's claim (detailing why the customer believed that they should be entitled to special consideration for a greater leakage allowance). However, the wholesaler ultimately declined to depart from its set policy (as stated in its scheme of charges) and upheld the rejection of the customer's greater leakage allowance claim. Accordingly, I am satisfied that the company acted appropriately to pursue the wholesaler in relation to the customer's complaint and appropriately explained its position to the customer.
6. It is not in dispute between the parties that there were issues with the company providing some of the customer's bills. Accordingly, I find that this was an oversight on the part of the company. However, upon review of the remedial actions already taken by the company in relation to this matter (such as the company's provision of an apology, an explanation and implementation of preventative measures), I am satisfied that the company has already taken fair and reasonable action to address this matter. Furthermore, taking into account the detailed information provided in the company's explanation regarding this issue, I am inclined to accept the position that this oversight did not materially impact the customer's claim for a greater leakage allowance.
7. Consequently, in the absence of any resolved failures on the part of the company, I am unable to uphold the customer's claims for redress.

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8. This marks the end of the WATRS stage of the customer's complaint. The customer is not obliged to accept this decision and is free to pursue their complaint through all other avenues as available to them.

#### **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 7 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.



**E. Higashi** LLB (Hons), PGDip (LPC), MCI Arb.

**Adjudicator**

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