

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1227

Date of Decision: 5 March 2019

Complaint

The customer was visited by a person saying he was from the company and that, due to a Government Directive, he needed a sample of tap water as this may have been contaminated. The man took 9-10 litres of water from the customer's metered supply. The customer thought she may have been victim to a scam. The company was not able to confirm that it was its employee that called.

Defence

The company protects the quality of water received up to the point where it is used. It sends UKAS accredited water quality samplers to properties to audit water quality. The customer did not raise any concerns about a state of emergency or contaminated supply in her calls. The company confirmed to the customer that it was a legitimate technician on 26 November 2018 and responded to the customer's email on 4 December and 12 December 2018. The company has credited the customer's account with £1.87, representing the cost of 1000 litres of water.

Findings

The customer was visited by a representative of the company to test the water quality, based on a requirement to test properties at random in the area the company supplies. The call transcripts contained no indication that the customer had been concerned about contamination to her supply. The company confirmed on the same day that the technician was from the company and provided information on the water sampling. The company also properly responded to the customer's emails. The company has not fallen below the standard expected of a reasonable water supplier.

Outcome

The company does not need to take any further action.

The customer must reply by 2 April 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 5 March 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer was visited on 26 November 2018 by a man who said he was from the company, saying that there was a Government Directive and that he needed a sample of water from his tap because it may have been contaminated. The customer was shocked as there had been nothing from the company that this may happen. The customer offered to get a cup of water, but the man said this would not be sufficient. The customer gave the man access to her home because of the 'Government Directive' and for no other reason. The customer thought that there had been a state of emergency called about contamination of her water supply. There has been no directive giving the company governmental authority to access customers' homes because water may be contaminated between the tap and the mains. The man took between 9 and 10 litres of water from the customer's tap, which is on a meter. The customer contacted the company as she thought she may have been victim to a scam and a friend was able to speak to a manager. When the customer spoke to the manager, he confirmed that the one of its employees was in the area but could not confirm that he had called at her home. The customer did not receive confirmation until 12 December 2018. The company has confirmed that it took £1.87 of paid water from her tap. This is a lot of money: were the company to take 30,000 samples this would amount to £56,100. The company makes it clear that it is not responsible for water once it leaves the mains and enters the boundary of a property. The customer was frightened and given the impression that there had been a terrorist incident.

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- The customer requests an apology for the company being “economical with the truth” and accessing her home “under false pretences”. She would also like to know in advance of any future visits, for information about water sampling to be readily available, and for the company to reimburse water that it takes from metered taps.

The company’s response is that:

- The company states that the customer’s WATRS claim is the first time that there has been a suggestion that the water needed to be sampled because of a terrorist incident. The company refutes the suggestion that its staff implied this to be the case. The company is committed to safeguarding the health of its customers by protecting the quality of the water received, right up to the point where it is used. This includes ensuring the quality of water is not adversely affected after it enters a customer’s property from their own plumbing installation, achieved by testing water at customers’ taps. The company’s Water Quality Samplers are UKAS accredited on behalf of the Drinking Water Inspectorate and are audited regularly to ensure these standards continue to be met. The sampler technicians would not use the term ‘contaminated’ for a routine water check. The customer did not raise any concerns about a ‘state of emergency’ or ‘contaminated supply’ during her calls to the company. The customer called the company on 26 November 2018 and the company provided the customer with an email address for her query. The customer called back and spoke with the Operations team. An outbound call was then made by the company, in which it confirmed that it was a legitimate technician that had visited the customer. The company provided a response to the customer’s email contact on 4 December 2018, with a further reply being sent on 12 December 2018. The company submits that the conversations and email assurances confirmed it to be a true member of staff that had visited, and the customer expressed her gratitude that the company was able to confirm this. The company is required to sample water from all areas that it supplies water to, including customer taps. Samples are taken from randomly selected properties within a water supply zone. The company was required to collect 7 bottles from the customer’s supply, which is under 3 litres. Whilst sampling, the tap is also required to run. The tap would be continuously running for around 10 minutes. The company has credited the customer’s account with £1.87, the cost of 1,000 litres of water. The actual value of the water taken is around £0.0187, however it would not be appropriate to apply a credit of only £0.02 to a customer’s account. The company submits that it has provided a proper apology to the customer in its correspondence, including for any distress caused.

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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. The customer was visited on 26 November 2018 by a representative of the company intending to test the water quality of the water supplied at the customer's tap.
2. In respect of the company's authority to conduct these tests, it has referred me to the Water Supply (Water Quality) Regulations 2018. These confirm that the company has a duty to monitor water quality in the areas it serves. I acknowledge that the local authority also has a duty to monitor all private water supplies. However, I am satisfied that the company is required to take water samples at randomly chosen locations across its water supply area in order to ensure that the water meets the necessary drinking water standards.
3. In this case, the company's representative called on the customer. I am satisfied that, due to the random nature of the tests, the company would not be able to provide prior notice to customers that it would be visiting. I also note that it has valid reason for not notifying customers of an intended visit, namely that it ensures that it tests the water actually supplied and not water that may have been tampered with in some manner.

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4. I also accept that, as part of the company's obligations to monitor drinking water, it takes water samples from the tap. This ensures that the sample is of the water that a customer is actually drinking.
5. In respect of the visit to the customer, I acknowledge her submissions in her claim to the Water Redress Scheme that she thought that there had been a state of emergency called about contamination to the water supply in the customer's local area, possibly caused by terrorism.
6. However, the company has provided me with transcripts of the customer's calls to the company on 26 November 2018. In reading these, I find that the customer was concerned about the legitimacy of the caller and that the company had taken water from after her water meter and that she would have to bear the cost of this. The customer wished to make a complaint with the company, however I find that the transcripts indicate that the complaint was that the water sample was taken from the customer's tap and that she would be paying for this. I find no indication within the transcripts that the customer was anxious about the reason for the water sampling, the potential findings of the sampling, or that there was some extraordinary reason for the water sampling.
7. I consider that, had the customer queried, either whilst on the phone with the company or with the representative that took the samples, the reason for the water being taken, the company could and would have immediately confirmed that this was a routine sample, and not linked to any incident or 'contamination' concern. However, I find no evidence that the customer requested clarification from the company on this matter, or that such a concern can be implied from the customer's calls and correspondence.
8. I am satisfied that a total of three calls were made between the customer and the company, with the third call being made by the company to the customer after the representative, [P], had sought clarification on the sampling. The company agreed to credit the customer's account with the value of 1000 litres of water. The customer was passed to a manager, [S], who had also discussed the sampling visit with the customer's friend.
9. In reviewing the transcripts, I find that, during the second call, the customer advised that the visitor had been Australian and the company's representative, [P], confirmed that the company did have an Australian technician. She advised that the company does "drop in sometimes unannounced and, we do knock on doors and ask for water samples".

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10. After the company called the customer back during the afternoon of 26 November 2018, the manager [S] explained the reason why the visit had been unannounced, confirmed that “it was someone from our company it wasn’t a bogus caller or anything like that”. From the call transcript, the customer appeared happy that the visitor had been a legitimate representative of the company.
11. The customer sent an email to the company on 26 November 2018 at 12:30, after the first call to the company and before the second and third calls took place. This email states that the representative advised that there “was a government directive”, however the customer’s concerns are focused on the visit being a cold call and that she would be charged for the water used in the test. I am satisfied that there is no indication in the customer’s email that she was concerned that her water was contaminated or that the visit had scared her.
12. The company sent a full response to the customer on 4 December 2018. I am mindful that the company has a guaranteed standard where it will respond to written correspondence within 10 working days of its receipt. I find that the company met this standard.
13. The company provided a full explanation of the reason for the water sampling, provided advice on how the customer could assure herself that callers from the company were genuine in future, explained why so much water had been taken, and confirmed that the value of 1000 litres of water had been credited to the customer’s account.
14. The customer sent a response to the company on 4 December 2018 stating that it was only on that date that she had “received definite confirmation that [the technician] was indeed an authorised representative”. As above, I find that this was confirmed on 26 November 2018 by the manager, [S], and that the customer appeared satisfied with this.
15. The customer continued to advise that the company do not advertise that its representatives may call, and that the lack of a policy to reimburse customers for the value of the water used for testing amounts to the company expecting the customer to pay for the company’s requirement to test the water quality.
16. The company sent a further reply to the customer advising that the company had explained during a call that the visit was genuine, and that this had also been explained to the customer’s

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friend when she had contacted the company. The company advised that it would pass feedback about the lack of any general notice that water testing may take place, and that it would implement a process change in order to automatically credit a customer's account to cover the value of water taken for testing.

17. I find that the company's responses to the customer's complaint took her points extremely seriously. The company consistently attempted to allay any fears the customer had about the legitimacy of the technician that had visited and used her complaint as an opportunity to improve its customer service generally.

18. I am satisfied that the company has provided a high standard of customer service throughout. The calls confirm that, when the technician arrived, he provided his ID to the customer. I find no failure of the company to provide the services to the standard expected of a reasonable water supplier. In particular, I find no indication that the company misled the customer as to the nature of the testing, or that the customer made her concerns known to the customer prior to her claim to the Water Redress Scheme. The company was therefore limited in its ability to confirm that there was no link to a terrorist incident or contamination, simply because these concerns were not made known to it.

19. I am satisfied that the company has fully and properly responded to the customer's complaint, providing apologies where appropriate and taking on board the customer's complaint to find ways to improve its customer service. I am not persuaded that any further apology is warranted from the company. I am also not able to direct the company to make changes to its business-wide policies and processes, however I am satisfied that the company has given the customer's complaints proper consideration and determined how it can improve these in light of the customer's complaint. In view of this, I am not persuaded that the customer is entitled to the remedies requested. The customer's claim therefore does not succeed.

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 2 April 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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Alison Dablin, LLM, MSc, MCI Arb

Adjudicator

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