

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1370

Date of Decision: 10 October 2019

Complaint

Following a leak at the customer's premises in May 2018, the customer applied for a leak allowance to be granted. This request was rejected.

The leak was repaired promptly by the customer and the customer requests that a leak allowance be granted for the period of the leak.

Defence

The decision to refuse a leak allowance was made by the wholesaler. The company has challenged the wholesaler's decision.

The leak was on the customer's pipework and an allowance would only have been considered for the waste water element. The customer is not billed for waste water and therefore a leak allowance cannot be granted.

There was a delay in response to the customer's complaint of 12 January 2019 but this was due to the letter of complaint being sent to the wholesaler.

Findings

I find that the customer has not established that the company has failed to provide its services to the standard to be expected.

Outcome

The company does not need to take any further action.

The customer must reply by 07 November 2019 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

- The company apologised for a delay in responding to the customer's complaint of 12 January 2019 but explained the customer referred his complaint to the wholesaler and not the company.

How is a WATRS decision reached?

In arriving at my decision, I have considered the following key issues:

- a. Whether the company failed to provide services to the customer according to legislation and to standards reasonably expected by an average person.
- b. Whether or not the customer has suffered any financial loss or other disadvantage as a result of a failing of the company.

In order for the customer's claim against the company to succeed, the evidence available to the adjudicator must show on the balance of probabilities that the company has failed to provide its services to the standard which would be reasonably expected 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 I have not considered it in reaching my decision.

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 (NHH) customers have been moved to a wholesale/retail split service. As a result, an NHH 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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

2. The customer states that on 4 May 2018, a leak was confirmed at the customer's premises following a visit by the wholesaler. The customer states he received an urgent leak alert letter which included information about what to do to have the leak repaired.
3. The customer states he had the leak repaired on 9 May 2018 and called the wholesaler to provide a meter reading.
4. The customer states that the call handler for the wholesaler advised the customer that once the meter reading was entered into the system, it would facilitate a leak allowance that would be picked up by the billing team.
5. The customer states that he believed that the allowance had been processed as the bill he received from the company subsequently reflected the adjustment. The customer also states that the second bill received following the leak repair indicated a problem.
6. The customer states that on 26 November 2018 the company informed him that the wholesaler had refused the customer's request for a leak allowance.
7. The company states that it received a call from the customer on 19 November 2018 and following that call a request was raised with the wholesaler to grant a leak allowance.
8. The company states that on 19 November 2018 it received a response from the wholesaler advising that as more than 12 weeks had passed since the time of the leak, an allowance would not be granted. The company informed the customer of the outcome on 26 November 2018.
9. Following a call from the customer on 27 November 2018, the company states it submitted a complaint to the wholesaler regarding the wholesaler's rejection of the request for a leak allowance.
10. The company states that the wholesaler responded on 7 December 2018. The wholesaler advised that an allowance would only be offered in respect of sewerage charges to reflect the fact that water lost through a leak was not returned to the sewer. The wholesaler also advised that a leak allowance is not applied to water supplied to the customer when the leak is on the customer's side as it has supplied the customer with clean treated water. The company states that the wholesaler's response was sent to the customer on 8 December 2018.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

11. The customer submitted a written complaint by letter dated 12 January 2019. This letter was addressed to the wholesaler. The company states it raised a complaint on 23 January 2019 following receipt of the letter which it notes had been addressed to the wholesaler. The company responded to the complaint on 4 February 2019.
12. The company has acknowledged that there was a delay in responding to the complaint raised by the customer on 12 January 2019 but advised that this was due to the customer referring his complaint to the wholesaler rather than the company.
13. The customer requests that a leak allowance is applied to his account for the period of the leak. Leak allowances are granted by the wholesaler subject to certain conditions. Whilst I am not able to make a determination in regard to matters which are under the control of the wholesaler, I have examined the policy provided by the company as evidence in relation to leak allowances.
14. Part 12 of the policy relates to leak allowances. It states that there is no allowance for water unless the leak is on the meter itself. Where a leak is on the customer pipework, the policy states that an allowance is applicable only in relation to sewerage charges and only if water is not returned to the sewer. The policy also states that an allowance is not applicable if the claim is not made within 12 weeks of the leak being repaired.
15. With regard to the time the application was made, I note that the wholesaler had stated it would have been prepared to apply a leak allowance to the sewerage charges although the application was submitted outside of the 12 week period. However, the application was rejected as the customer has no connection to the sewer and therefore no charges are made by the company in relation to water returned to the sewer.
16. From the evidence, I conclude that the policy in relation to leak allowances has been correctly applied.
17. I have also examined the company's responses to the customer in relation to time taken to respond and how the company has acted in dealing with the wholesaler on behalf of the customer.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

18. The Guaranteed Standards Scheme (GSS) sets out the minimum standards of service customers are entitled to expect from water or sewerage undertakers. Where a customer queries in writing the correctness of a bill or submits a complaint in writing about the supply of water or sewerage services, the company must send a substantive reply to the customer within ten working days from receipt of the query or complaint.
19. I can see from the evidence that the company states it was first contacted by the customer in relation to this matter on 19 November 2018. Further contact took place at various times subsequently. In each case, the company responded within the required timescales.
20. The customer submitted a written complaint on 12 January 2019. The company states it responded on 4 February 2019. Whilst the response was more than ten working days from the date of the letter, the company notes that it received the complaint on 23 January 2019 as it had been addressed to the wholesaler. I can see the letter was addressed to the wholesaler and, as a result, it is likely there was a delay in the complaint being received by the company. The company responded to the customer within ten working days of the date it states it received the letter of complaint.
21. I find no failures on the part of the company in respect of compliance with the requirement of the GSS.
22. I can also see that the company has taken the customer's complaints to the wholesaler on each occasion and provided the wholesaler's responses to the customer. I find the company has operated effectively as an intermediary between the wholesaler and the customer.
23. The customer has stated that the first bill received after the leak appeared normal and it was only the second bill received after the leak that highlighted a problem. The evidence includes a copy of a bill dated 6 November 2018 which I have taken to be the second bill referred to above. No copies of other bills have been provided in the evidence. I can see from the bill dated 6 November 2018 that the previous bill would have been for a period ending 6 August 2018 and that the meter reading for 6 August 2018 was an estimated reading of 3846.
24. The customer states that after the leak was repaired, he called the number on the card that was left with him by the wholesaler and provided a meter reading of 5636. The number called was a wholesaler number. The customer states that he was advised at the time that this would

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

facilitate a leak allowance and which would be picked up by the billing team. There is no evidence that the wholesaler communicated details of this call to the company. The estimated reading on 6 August 2018 of 3846 indicates that the meter reading provided by the customer was not referred to the billing team.

25. Charges for water lost due to the leak were not included on a bill until the bill dated 6 November 2018. This delayed the customer being aware that a leak allowance had not been applied. However, according to the policy on leak allowances, any allowance would only have related to sewerage charges. Since there are no sewerage charges, the outcome would not have changed.
26. In conclusion, I find no evidence that the company has failed to comply with the standards required under the GSS. I also find no evidence that the company has failed to act effectively as an intermediary between wholesaler and customer.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication is final and cannot be appealed or amended.
- The Customer must reply by 07 November 2019 to accept or reject this decision.
- When the Customer notifies WATRS of acceptance or rejection of the decision, the Company will be notified of this. The case will then be closed.
- If the Customer does not inform WATRS of his acceptance or rejection of the decision by the date required, this will be taken as a rejection of the decision.

Signed

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

Name

Ian Raine (BSc CEng MIMechE FCI Arb MCIBSE)

Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.