

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1436

Date of Decision: 7 June 2019

#### Complaint

After the customer's account was transferred to the company in 2017, the invoices they received showed several unexpected meter readings. The implication was that the customer's consumption had more than tripled. The company in due course admitted that some readings shown on the invoices as '(A)' for 'actual' had never in fact been taken and were estimates. In view of these concerns, the customer: (1) asked for evidence of an alleged 'zero start' reading on the new meter that was fitted on 3 May 2017 and (2) now seeks various assurances about how their account will be handled in future; and (3) requests compensation to be paid by the company in the sum of £3406.40.

#### Defence

With regard to the dispute regarding (1) the start read of the new meter and (2) the final read of the old meter, the company contends that it properly challenged the wholesaler on the customer's behalf. Whilst there were admittedly six service failings by the company ("Six Service Failings") these ultimately had no material impact on the customer. As a gesture of goodwill, £120.00 was credited to the customer's account ("the £120.00 Gesture") and that is/was a fair and reasonable amount of compensation to pay in connection with the Six Service Failings.

No offer of settlement has been made.

#### Findings

In escalating the dispute about the start read of the new meter and the final read of the old meter to the wholesaler, the company discharged its duty to the customer in this respect. The Six Service Failings amounted to failures by the company to provide its services to the standard that one would reasonably expect. In view of the seriousness, breadth and impact of the Six Service Failings, however, the £120.00 Gesture does not serve as sufficient compensation. An appropriate amount to require the company to pay would be £400.00 (i.e. £400.00 over and above the £120.00 Gesture already credited).

#### Outcome

The company needs to take the following further action:

I direct the company to pay the customer £400.00 in compensation.

The customer must reply by 5 July 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1436

Date of Decision: 7 June 2019

## Party Details

Customer: [                      ]

Customer's representative: [      ]

Company: [                      ].

## Case Outline

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

- After their account was transferred over to the company in early 2017, the invoices received by the customer showed several unexpected meter readings. These readings were marked '(A)' for actual and the implication was that the customer's consumption had more than tripled. In each of the previous three years, the customer's consistent historical Average Daily Consumption ("ADC") had been 7m<sup>3</sup>. The '(A)' readings now indicated, however, that the ADC had risen to 25m<sup>3</sup>.
- There had been no changes at the customer's business to explain this big increase in consumption.
- An overnight leak check revealed only a very minor leak of approximately 1m<sup>3</sup> ("the Minor Leak"). Therefore, the customer submits that the cause of this apparent huge increase in consumption could clearly not be due to any substantial leak.
- An appeal was raised with the company in January 2018 and the customer was told that they would get a response within ten days. What appears to have followed instead was six months of silence. On several occasions during this period, the customer asked the company to contact them about the matter - but to no avail.
- A reply was eventually received in August 2018 from Ms Oak of the company but this response appeared to contain much misinformation.
- The customer was then threatened with disconnection, despite a 'hold' being placed on the

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- account by the company.
- On 20 August 2018, the customer met two representatives of the company (Mr Ash and Stephanie Carlidge) at the property and at that meeting:
    - Mr Ash and Ms Beech both agreed that Ms Oak's earlier responses contained incorrect statements;
    - they also admitted that the alleged actual readings shown on several invoices as '(A)', for actual, had never in fact been taken;
    - Mr Ash and Ms Beech further stated that the company had taken no meter reads at all in the preceding eighteen months (i.e. since taking over the account from RST Water);
    - a reasonable figure of £6,894.31 was agreed for the usage over the preceding eighteen months, based on proven consumption over the previous three years. The customer paid this amount the following day. (The customer points out that this payment included an accounting adjustment, of course, for the Minor Leak).
  - On 3 May 2017 (i.e. during the prior eighteen month period), the meter had - following an inspection - been exchanged. The company subsequently confirmed, in writing, that the meter had been faulty.
  - Despite this, the alleged final reading from this faulty meter ("the 8085Reading") continues to be used in the latest billing from the company. The customer is being asked to pay a total of approximately £24,000.00 for a period during which they would normally be expecting to pay about £7,000.00. The 8085 Reading is one of the readings that Mr Ash and Ms Beech confirmed was never actually taken.
  - In view of the appearance of several false readings on invoices, the customer has also asked for evidence of an alleged 'zero start' reading on the new meter that was fitted on 3 May 2017. If there was in fact no 'zero start', the customer argues that this would be another possible explanation for the apparent dramatic increase in consumption.
  - The customer feels that the company's handling of their account (and its response to their subsequent queries) has been characterised throughout by:
    - 'appalling' customer service;
    - misinformation in replies; and
    - a complete turnaround in its stance taken.
  - In light of all of the above, the customer would like:
    - a 'service review' to be undertaken;
    - their meter to be re-positioned at their property boundary - in order to give them full control over their responsibility for the pipework on the consumer side of the meter. (If

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this is not possible, they would like a thorough investigation of the supply that lies outside their property boundary, including the meter chamber, to clarify the connection between the constant flooding of the chamber and the billing dispute/alleged increase in consumption);

- the company to acknowledge again (as it previously acknowledged on 20 August 2018) that the 8085 Reading was not an accurate actual read from the faulty meter - and for the 8085 Reading to be removed from their bills;
- to be billed based on previous established usage for the period between 10 August 2016 and 20 August 2018 (when no reads were taken and/or supporting evidence for alleged reads is lacking);
- for their future bills to be based on actual reads;
- for a prompt response to be given to any future queries (with no more six month silences);
- compensation to be paid by the company in respect of the customer's expenditure in pursuing the leak outside their boundary. This investigation was pursued at the company's insistence until RST Water ("the Wholesaler") advised the customer to stop.

The relevant elements of expenditure are as follows:

▪ [ ] Groundwork Contractors:	£1304.00 (JCB hire/flailing)
▪ The customer's own employees giving support:	£1602.40
▪ The customer's own time spent:	<u>£ 500.00</u>
▪ <b><u>TOTAL</u></b>	<b><u>£3406.40</u></b>

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

- The claim is contested.
- The customer initially made contact on 4 April 2017 to advise they believed that their meter was broken because the scan counter was not showing anything.
- The customer also thought that this was why they had received a higher than expected invoice.
- The invoice that had been issued on 4 March 2017 was for £3565.92.
- Following that call on 4 April 2017, the company arranged to have the meter exchanged. This was done on the 3 May 2017. There was a delay, however, in the account being updated with the new meter. During this time - and to prevent any invoices being generated - a block was placed on the account for invoicing.
- The account was subsequently updated with the meter exchange, the block removed and the

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account was invoiced again in October 2017.

- An actual read of 8[ ]5m<sup>3</sup> (i.e. the 8085Reading) was taken when the meter was removed, albeit that the system showed this read to be an estimate on the invoice. This was later rebilled to show the reading as 'actual'. The customer has been provided a gesture of goodwill for this error as detailed below.
- On 11 November 2017, the customer raised a stage 1 ("Stage 1") complaint in relation to excessive consumption.
- On 19 December 2017, the company attempted to arrange a visit to the property so that the high consumption could be investigated. However, this did not go ahead as the Wholesaler was unable to contact the customer to arrange the visit.
- A supply check took place on 4 January 2018. An engineer attended and confirmed that the meter was supplying the correct property and was in the chamber. He also found that there was movement on the meter.
- On 5 January 2018, the company called the customer. The customer advised that they had carried out a leak test and that this had confirmed that there was a leak at the property.
- Throughout the Stage 1 investigations, the start read on the meter exchange continued to be disputed. This was escalated to the Wholesaler along with another query relating to the final read on the old meter. The Wholesaler confirmed that the newly installed meter was in fact a 2017 meter and as such, had a start read of 0m<sup>3</sup>. The final read was also confirmed to have been 8[ ]5m<sup>3</sup> (i.e. the 8085Reading).
- The Stage 1 response was sent to the customer on 5 January 2018 and a stage 2 ("Stage 2") complaint was subsequently received on 2 May 2018.
- The Stage 2 complaint was fully responded to on 21 June 2018. The delay on this response was due to the company communicating with the Wholesaler regarding the meter readings. During these communications, the company confirmed:
  - the initial read on the new meter; and
  - the final read of the meter that was exchanged.
- It was also confirmed that the leak remained unrepaired. It was during this Stage 2 complaint that the customer was advised that - in order to qualify for a leak allowance - the leak would have needed to have been repaired within 28 days.
- Throughout the complaints process and through discussions with CCWater, it has been made clear to the customer:
  - that the leak was (and is still) ongoing; and
  - that a repair is/was required.

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- The company notes that the customer would like to have the balance on the account reduced as the consumption is higher than usual. Whilst the customer was aware of a leak as at 5 January 2018, it is acknowledged that - in its stage 1 response - the company did not explain to the customer that the leak needed to be repaired within 28 days. This was only explained, in fact, in the Stage 2 response on 21 June 2018. Nonetheless, the company does not consider that this delay in providing the explanation has any material impact on this case because:
  - the leak still remains unrepaired to this day;
  - as was (also) made clear as part of the Stage 2 response:
    - any further costs incurred would lie with the customer. It is their responsibility to repair the leak; and
    - the customer has refused to locate and repair the leak, which has resulted in the account balance accruing.
- The company carried out a full-service review of the case on 17 April 2019 and appropriate goodwill gestures were applied for the company's (acknowledged) service failings.
- As to the customer's request to have their meter repositioned, the Wholesaler will not relocate the meter to the property boundary because the distance between the start of the supply pipe and the premises is over 50 metres. This is a Wholesaler decision based on policy, to which the company must adhere.
- The company completed a site visit to the customer's premises and recommended that the customer make an enquiry about a new connection. The customer has requested that a full investigation is carried out on the pipework that lies outside of their property boundary. This is, however, private pipework. Accordingly, any investigations would need to be carried out by a private plumber at the customer's cost. The customer has been offered the details for the company's leak detection services (but this was declined because it would be a chargeable service to the customer).
- With respect to the meter chamber, the customer has advised that an engineer had said that the meter was leaking and that it was not surface water within the chamber. The Wholesaler has attended the site on multiple occasions and confirmed that:
  - there is no leak on the meter; and
  - the water within the chamber is surface water. (This is because the chamber is in a sodden grass verge, in a rural area, where there is only the soil/land to soak the rainwater away. This was confirmed when a visit took place on 18 January 2019).
- The company points to a note on the account stating that the reads were estimates and not 'actuals'. However, in the note, no reference is made to what these reads are.

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- As to the final read on the old meter being removed (due to the customer's concern that the meter was faulty), the company is not prepared to accede to this request because:
  - the meter read has been confirmed by the Wholesaler as the final read on the meter; and
  - the customer's business is a garden centre and has seasonal consumption. It is known from their account that usage is higher in the summer than in the winter. The consumption prior to the meter exchange was high and remained high when the meter was exchanged. This would demonstrate that the previous meter was not faulty and that there was a leak within the supply, which the customer was aware of after conducting their own self-leak test.
- Again, it has not been confirmed to the company that the leak or subsequent leaks have yet been repaired. Once the leak has been repaired, the customer will be invoiced going forward for water consumed (rather than for water consumed including the leaked water).
- The customer has requested that, for the period between 10 August 2016 and 20 August 2018, they are invoiced on previous established consumption (as - the customer says - no reads were taken during this period). However, the company replies that:
  - the meter was read on 9 August 2016 with read of 4498m<sup>3</sup>; and
  - the meter was read again on 3 May 2017, when the meter was exchanged, with a read of 8[ ]5m<sup>3</sup>; and
  - the new meter was installed on 3 May 2017 with read of 0m<sup>3</sup> and was read again on 20 August 2018 with a read of 11782m<sup>3</sup>;
- Given that this is within regulation guidelines and given also the fact that it has previously been confirmed that there is a leak within the supply, the company is not able to produce a bill based on previous usage. The water has been recorded through the meter.
- In response to the customer's request that future bills be based on actual reads, the company says that - as a retailer - it aims to read meters twice a year, which is more than the regulatory requirement. The company adds that the customer can always provide a reading if an estimated invoice is produced, which, in turn, will be used to rebill their account.
- As to customer's point about prompt responses, the company says that it aims to respond to complaints within 10 working days. However, where interaction with the Wholesaler is required, this period can be longer.
- As the retailer, the company contends that it has fulfilled its obligations to raise these issues with the Wholesaler on the customer's behalf. It has subsequently challenged the Wholesaler in relation to the start read of the new meter and final read of the old meter.
- The company accepts that there were six service failings on its part ("Six Service Failings"), as

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follows:

- when the meter was exchanged, the new meter was not added to the account;
  - the final meter read was not updated on the account;
  - the customer was invoiced incorrectly on the old meter after the meter exchange;
  - there were billing errors in that the meter reads had printed as 'actual' (but were in fact estimates);
  - there was a failure to read the customers meter;
  - there was a failure to advise the customer at Stage 1 that they had 28 days to repair the leak.
- As a gesture of goodwill - and in recognition of the Six Service Failings - the company has applied a £120.00 credit ("£120.00 Gesture") to the customer's account - i.e. £20.00 per failing.
  - The company argues, however, that there was no material impact from the Six Service Failings. The Six Service Failings have not influenced the outcome for the customer because:
    - the customer has not followed the company's advice; and
    - has not had the leak repaired.
  - On this basis, the company believes that the £120.00 Gesture already applied is a fair and reasonable amount of compensation to pay in connection with the Six Service Failings.
  - The company notes the customer's wish to be compensated for the hire of a digger, for staff support time and for their own time expended. However, as this is a private leak (and a leak that the customer has been aware of), the company maintains that it is not liable to pay compensation in the claimed category.

### 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.

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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 documents that I have reviewed include in particular:
  - a. The extensive materials contained in the various 'Additional Evidence' bundles, including documents 1 to 50, all submitted alongside the customer's WATRS application form; and
  - b. the Evidence items 1 to 9 appended to the company's defence.
2. I have also had the benefit of reading the customer's comments ("Comments"), which were filed by way of reply to the company's defence. In this decision, I pick up several times on the detail of the Comments because they bring some of the key issues into close focus.
3. This matter clearly has something of a long history. The customer's explanation of their interactions with the company, since 2017, runs to nine pages.
4. Looking at the history, 1 April 2017 is important in this context because that was the date when:
  - a. the water market in England opened up to retailers; and
  - b. all 'non-household' customers were moved to a wholesale/retail split service.
5. As the customer is a 'non-household' customer, their relationship is (now) with the retailer only. If a non-household customer has a problem with their water supply or sewerage services, they must therefore approach the retailer.
6. For the purposes of this adjudication, the consequence is that I cannot make findings against the retailer (i.e. the company) about something that is the Wholesaler's responsibility. I can only assess the retailer's actions and make findings related to the retailer's responsibility.
7. On this, I note the submission made by the company in the 'Conclusion' section of its defence:

*"... As the retailer we have fulfilled our obligations on the customer's behalf to raise this to wholesale and we have subsequently challenged them in relation to the start read of the new meter and final read of the old meter ..."*
8. In terms of the dispute that the company says that it escalated to the Wholesaler, I note that the

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company refers to its Evidence 7 and Evidence 8 items annexed to its defence. Evidence 7 and Evidence 8 set out the Wholesaler's response regarding:

- a. the start read on the meter exchange; and
- b. the final read on the old meter.

9. The customer's Comments in reply on this aspect are comprehensive. They include the following:

*"... The comparisons made here in Evidence 7 in an attempt to understand why I am unhappy are comparing different periods. The period 09.06.2016 to 04.05.2017 (13.38m<sup>3</sup>) is almost a complete year, whereas the ADC's shown above are only for very small parts of years 2014-2016. The true ADC's for the entire years of 2014/2015/2016 are around 7m<sup>3</sup> as outlined in my original covering letter to WATRS. One would expect a wholesaler to be capable of reviewing usage periods correctly ...*

*Lower down this page [ ] continue to allege that reading 8085(from the **faulty** meter) is a confirmed actual final read taken at meter exchange on 3/5/17. If you look at the consumption table supplied by [ ] in their response at "Evidence 5", you will see that 8085 appears as a reading on **both** 2/5/17 and on 3/5/17. There is a crucially important reason why this is so, which is key to understanding the true source of the 8085 reading:*

*The reading of 8085 appears on Invoice 863179 as a reading for 2/5/17. It is generated by forward extrapolation from a reading of 6871(A) – this is one of several alleged actual readings which [ ] have since retracted. **It is therefore an estimated reading.** The apparent usage of no water between 2/5/17 and 3/5/17 is clearly incorrect – the Garden Centre was open (and very busy in May) and water would clearly have been consumed. This makes it obvious that the meter was not read on 3/5/17 but that the extrapolated estimated reading calculated for 2/5/17 for billing purposes was used and just carried forward one day. It would be an amazing coincidence if the true final read on the meter at exchange just happened to match **exactly** the extrapolated estimated readings for 2/5/17 on Invoice 863179, based on a (now admitted) estimated reading.*

*The final read on both the consumption table shown at "Evidence 5" and on the version of the consumption table supplied to CCW is shown as 2/5/17 – yet the meter was not disconnected until 3/5/17. This date discrepancy further corroborates my explanation*

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above.

*The alleged 0 start read on the new meter appears on the consumption table shown by [ ] at "Evidence 5" but strangely does not appear on the consumption table supplied by [ ] to CCW at an earlier time point. It has clearly therefore been added retrospectively. We feel this is very significant ...*

10. Whilst I see the force of the customer's analysis here, it seems to me that (for the most part) these are points made against the stance of the Wholesaler. The company's responsibility was (only) to ensure that the customer's concerns were properly put to the Wholesaler for review. In this narrow context, therefore, I do not consider that the company (as opposed to the Wholesaler) has been at fault or can necessarily be criticised.
11. In their Comments, the customer seizes on the company's submission (in its defence) that the customer "... has refused to locate and repair [the] leak ...". From my reading of the defence, it does indeed appear that the company puts a lot of store by this implied criticism of the customer. I regard the customer's Comments in reply as compelling:

*"... This is not true. We commenced four days of leak detection works on 15/1/19, tracing the entire part of the pipeline which lies inside our property boundary (approx. a quarter of a mile). We successfully located and repaired a leak, which roughly halved our leakage water loss. We installed a new stopcock at the edge of our property boundary which enabled us to show that a remaining leak of approx. 0.65m<sup>3</sup> daily resided in the pipe outside our property boundary, which runs under a stream and alongside a bridge and highway (see photos 43 and 46 in the bundle previously supplied). We began to address this part of the pipe, but were asked by [ ], a representative of RST Water, to discontinue our works, as he told us it is illegal for us to dig up alongside the highway... Evidence 2 [an item appended to the company's defence] is an e-mail dated several weeks after our major leak detection works (which we informed [ ] we were carrying out and kept them updated of success), yet this has been incorrectly entitled "**Refusal to repair leak**". As [ ] correctly references in the text of the e-mail, we were merely "**unable** to complete any further leak detection work" for the reasons given above ..."*

12. The Comments also take issue with the company's assertion that the customer's alleged refusal to locate and repair the leak "... resulted in the account balance accruing ...". On this, the customer replies that:

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*“... [the company states] this in an attempt to misleadingly link our relatively small leak to the huge invoices we have received ...”*

13. In my assessment, the customer’s Comments in this vein appear to be ‘on point’ and I accept the submissions that the customer makes. I do not consider that the customer should have been expected to pursue resolution of such a small leak to the extent that the company seems to suggest.

14. The Comments also zone in on the company’s ‘Evidence 4’ item. Evidence 4 is concerned, I note, with the central question of whether the meter readings were ‘estimates’ rather than ‘actuals’. The Comments made are as follows:

*“... Evidence 4 is a most blatant attempt to skate over the most serious aspect of [ ]’s handling of our account – namely the false representation on eleven invoices of five alleged actual readings, which [ ] have subsequently admitted were never taken ... In Evidence 4, [ ] attempt to pass off this sustained misinformation on invoices over a period of a year and a half as “a printing error” (singular). This was never said to me on 17/8/18 or indeed at any other time. These mis-represented readings are NOT “a printing error” – they represent a systematic series of attempts to deceive us (and indeed any regulatory body that may scrutinise the account) into believing that regular actual reads were being taken over a long period of time ...”*

15. Whilst I do not make any finding that the company set out to deceive the customer in this respect, I acknowledge the customer’s right to describe this issue as “... *the most serious aspect of [ ]’s handling of [the customer’s] account ...*”

16. I note that, as part of their claim, the customer seeks a direction that there be (for example) a full service review to be overseen by WATRS. Within the WATRS Rules, however, I do not consider that it is permitted for me to make any such direction in this case.

17. Having reviewed the defence, I accept the (general) correctness and reasonableness of the position that the company adopts in these following respects:

- a. as to the customer’s request to have their meter repositioned, the company points out that the Wholesaler will not relocate the meter to the property boundary because the distance between the start of the supply pipe and the premises is over 50 metres;
- b. as to the customer’s request that future bills be based on actual reads, the company

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says that - as a retailer - it aims to read meters twice a year, which is more than the regulatory requirement;

- c. as to the customer's point about prompt responses, the company says that it aims to respond to complaints within 10 working days;
- d. as to the customer's request that a full investigation is carried out on the pipework that lies outside of their property boundary, the company points out that this is private pipework.

18. I turn next to the Six Service Failings. The company has already acknowledged as much but I do formally record a finding that each of the Six Service Failings amounted to a failure by the company to provide its services to the standard one would reasonably expect.

19. The company contends that the £120.00 Gesture, already applied as a credit to the customer's account, amounts to "*fair and reasonable compensation*" for the Six Service Failings. I note that the company seeks to support this contention on two grounds:

- a. first ("Ground 1"), that the customer suffered "*no material impact*" from the Six Service Failings. In their Comments, the customer responds to this assertion as follows:

*"... This is not true – their failure to read our meter (failing 5) along with a failure to provide a readable meter resulted in us being unaware of an apparent huge rise in consumption which exceeds previous normal usage by approximately £15,000. We were therefore robbed of any opportunity to investigate this apparent rise in consumption. I would say that this has great impact – but I guess this depends on whether you are anticipating receiving the cheque or writing it. To be frank, any consideration of the usage since [ ] took over the account is almost impossible in retrospect because there is so little actual information to work with. This is not our failing; the management of the account is not our responsibility, yet we are being asked to pay for the repercussions of very serious failings in account management ...";*

- b. second ("Ground 2"), that the Six Service Failings "*... have not influenced the outcome for the customer as the customer has not followed our advice and not had the leak repaired ...*"

20. In relation to Ground 1, I take account of what the customer says about "*being [left] unaware*"

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and being “... *robbed of any opportunity to investigate ... [the] apparent huge rise in consumption ...*” It seems to me that the Six Service Failings did have an impact on the customer of a sort that could be described as ‘material’. I am not persuaded, therefore, that the £120.00 Gesture was/is sufficient to compensate for this impact.

21. In relation to Ground 2, I turn back to paragraphs 11, 12 and 13 above (where I recorded that the customer should not have been expected to pursue resolution of such a small leak to the extent that the company appears to suggest.) I also take note of the specific basis on which the customer’s compensation claim is formulated. Essentially, they seek to be reimbursed for their expenditure on [ ] Groundwork Contractors, for the time for support given by their staff and for the time that they themselves devoted to the matter. Whilst I do not consider that direct reimbursement of these elements would be appropriate, I do (broadly) take into account the expenditure that the customer has had to incur. As to Ground 2, therefore, again, I am not convinced that the £120.00 Gesture serves as adequate compensation.

22. There are additional reasons why I conclude that the £120.00 Gesture does not amount to adequate compensation, specifically:

- a. the presentation by the company of ‘estimates’ as ‘actual’ meter readings. I dealt with this aspect at paragraphs 14 and 15 (above). I consider that this is a serious failing; and
- b. it is significant that the accepted failings were numerous (i.e. six in all). In my assessment, there is a cumulative effect in that regard. There was a range of failings across different aspects of the management of the customer’s account. I consider that it is too slight a treatment simply to apportion £20.00 to each individual failing and then to multiply by six.

23. Weighing all of these factors into the balance, I have concluded that £400.00 would be a fair and reasonable amount of compensation to award for the Six Service Failings (i.e. over and above and in addition to the £120.00 Gesture already credited).

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### Outcome

The company needs to take the following further action:

I direct the company to pay the customer £400.00 in compensation.

### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 5 July 2019 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

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**Nik Carle**, LLB (Hons), Solicitor, DipArb, FCI Arb

**Adjudicator**

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