

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1590

Date of Decision: 8 October 2019

Complaint

The customer's claim is that on 12 June 2019 when water was restored to his area after a burst water main the increase in pressure caused the hot water tap in his bathroom to fail thus causing a flood. As a direct result of this flood the glass of the customer's front door was smashed by the Fire Brigade when seeking entry to his home to stop the flooding. The customer is seeking the company to pay compensation of £188.40 to cover the cost of replacement glass for his front door.

Defence

The company submits that the restoration of supply to the customer's home was done gradually and wouldn't have caused any of his taps to open or to fail. Furthermore, the customer is responsible for the plumbing fittings around his home and under the Water Supply (Water Fittings) Regulations 1999 private plumbing fixtures and fittings should be able to withstand 12 bar of pressure. The maximum pressure at any point during the restoration of supply to the customer's home was 4.5 bar. Accordingly, the company is not liable for any damages in relation to the restoration of supply to the customer's home. The company has not made any further offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to the restoration of the water supply to the customer's home. Furthermore, I am satisfied there have been no failings with regard to customer service during the company's dialog with the customer.

Outcome

The company needs to take no further action.

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

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ADJUDICATOR'S DECISION

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Date of Decision: 8 October 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- On 12 June 2019, when water was restored to his area after a burst water main the increase in pressure caused the hot water fitting in his bathroom to fail thus causing a flood.
- As a direct result of this flood the glass of the customer's front door was smashed by the Fire Brigade when seeking entry to his home to stop the flooding.
- The customer is seeking the company to pay compensation of £188.40 to cover the cost of replacement glass for his front door.

The company's response is that:

- The restoration of supply to the customer's home was done gradually and wouldn't have caused any of his taps to open or to fail.
- Furthermore, the customer is responsible for the plumbing fittings around his home and under the Water Supply (Water Fittings) Regulations 1999 private plumbing fixtures and fittings should be able to withstand 12 bar of pressure.
- The maximum pressure at any point during the restoration of supply to the customer's home was 4.5 bar.
- Accordingly, the company is not liable for any damages in relation to the restoration of supply to the customer's home.
- Furthermore, the company has provided a good level of service throughout its dialogue with the customer, and therefore the company submits it is not liable for any damages in this respect.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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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 dispute centres on whether the customer is entitled to compensation where damage has occurred due to the restoration of the water supply to the customer's home. The company is required to meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a leak, the company needs to investigate fully if the company's assets are to blame and, if repairs are needed, make such repairs to prevent further leaks.
2. From the evidence put forward by the customer and the company, I understand that on 12 June 2019 a large water main burst and caused a loss of water supply to most of []. The repairs to this large strategic water main took many days to complete and in the meantime the company re-routed its network to bring customers back into supply. Between 07:00 hours and 15:00 hours on 12 June 2019 the pressure of water in the customer's area fell dramatically and as the customer states in his application the customer would have had no water supply. As evidenced by the company defence documents from 15:00 hours on 12 June 2019 pressure slowly began to build as the company were re-routing supplies gradually. The maximum pressure being recorded at the customer's area being roughly 3.8 bar at 21:00 hours. At around 15:00 hours on 12 June 2019 when the customer states the supply had been restored to his home the graph provided by the company shows the pressure levels in his area were between 1

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bar and 2 bar. The company states that this level of pressure is lower than the normal levels of pressure recorded in the area prior to this incident on 11 June 2019, where pressure ranged between 2.8 bar and 4.5 bar. The graph shows that it wasn't until approximately midday on 13 June 2019 that the pressure in the customer's area returned to its normal levels and all the while in between it had risen gradually. The customer states that due to the water pressure at some point between 14:30 hours and 19:00 hours the build-up of pressure caused his hot water fitting in his bathroom to fail thus causing a flood. Within this period the customer's neighbour contacted the Fire Brigade who attended the customer's property to prevent further flooding. To gain entry to the customer's property the Fire Brigade was required to smash the glass on the customer's front door. On 21 June 2019, the customer contacted the company advising he wanted to make a claim as the [] Fire Brigade had smashed the glass in his front door to gain entry and stop a flood. The flood had not only affected his home but his neighbour's flat below as well. Various correspondence took place between the parties resulting in the company informing the customer that he is responsible for the taps inside his home and so the company would not be able to reimburse him. The customer was unhappy with this outcome and on 4 September 2019 commence the WATRS adjudication process.

3. With regard to the customer's comments and requested redress regarding the build-up of pressure causing his taps to fail. The evidence shows that on the balance of probabilities, it is unlikely that the restoration of the water supply to the customer's home was the cause of the flooding. The company is only responsible for delivery of a cold water supply to the Outside Stop Valve (OSV) of a property. The evidence shows that the OSV for customer's property is in the footpath outside and the pipe that connects to the OSV and runs underground and then within the building before it enters the customer's property, is called the supply pipe. The supply pipe is the customer's responsibility to maintain. The supply pipe then meets an Inside Stop Valve (ISV) inside a property and the ISV and all plumbing fixtures and fittings past this point, are also the customer's responsibility to maintain. Furthermore, the evidence shows that if there was a surge in pressure it would have affected either the ISV or the first cold water outlet inside a customer's home. For any pressure surge to have opened the hot water tap in the bathroom then it would most likely have to damage the inlet valve in a combination boiler first, if the customer has a combination boiler for heating his water. Likewise, if the customer's hot water is heated by a gravity system, then it is likely that the water tank in the loft of the building to have flooded as the cold water would travel to this location prior to being heated by a boiler and, then delivered to the hot water tap in bathroom. The customer has not stated that either the boiler or if a gravity system has been damaged and therefore the evidence shows that it was unlikely that any pressure surge during the restoration of the water supply to the customer's home was the cause

of the flooding. In light of above, I find that it has not been proven that the failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the restoration of the water supply to the customer's home.

4. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's defence documents I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained to the customer the reasons behind why the company was not responsible for the failure of the customer's plumbing fixture and fittings. Accordingly, I am satisfied there have been no failings with regard to customer service, as the company provided a good level of service throughout its dialog with the customer.
5. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to restoration of the water supply to the customer's home, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings with regard to customer service, as the company provided a good level of service throughout its dialog with the customer.

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 5 November 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 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.



**Mark Ledger FCI Arb
Adjudicator**

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