

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1519

Date of Decision: 22<sup>nd</sup> July 2019

#### Complaint

The customer reported a leak to the company. The customer considers the company's customer service following that report was poor.

The customer received contradictory information from the company's emergency team.

The customer seeks compensation for stress and inconvenience as a result of the leak and the loss of his water supply for three days.

#### Defence

The leak was on a shared private supply pipe and therefore was not the responsibility of the company.

The company arranged for the leak to be repaired at no cost to the customer.

The company has offered the customer a payment of £150.00 as a gesture of goodwill.

The company is not responsible for damage caused by the leak as the leak was on the supply pipe owned by the customer.

#### 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 **19<sup>th</sup> August 2019** to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1519

Date of Decision: 22<sup>nd</sup> July 2019

## Party Details

Customer: [ ]

Company: [ ]

## Case Outline

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

- Following a leak reported to the company by the customer, the customer service from the company was poor.
- The customer received contradictory information from the company's emergency team in response to the reported leak after the customer contacted the company several times for assistance.
- The company had planned to repair the leak but when the leak caused flooding at the customer's property prior to the repair, the company refused to attend to attend as an emergency.
- The customer was without water for three days and no assistance was provided by the company when requested. The customer had to buy drinking water and rely on friends, neighbours and family members for bathroom facilities.
- The matter has caused the customer stress and inconvenience.
- The customer seeks compensation for the stress and inconvenience caused. The customer has not specified an amount for compensation but considers this should be more than the sum of £150.00 offered by the company as a gesture of goodwill.

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

- The company attended the customer's property in September 2018, December 2018 and January 2019. The company confirmed there was a leak on a shared private supply pipe.

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- Responsibility for maintenance and repair of a private supply pipe is the responsibility of the owners of the properties supplied by the pipe and not the responsibility of the company.
- As a gesture of goodwill, the company arranged for the leak to be repaired at no cost to the customer. This was not arranged as an emergency repair and if the customer considered a more urgent repair was needed, the customer was free to engage a contractor to carry out the repair at the customer's cost.
- There was no problem with the pipework owned by the company and there continued to be a supply available at the external stop valve at all times. The decision to isolate the supply was taken by the customer.
- Where the loss of supply is due to a failure on the part of the company, the company would be required to make a payment under the Guaranteed Standards Scheme (GSS). In relation to the time there was no supply to the customer's property, that payment would have been £100.00. However, as the loss of supply was not due to a failure of the company's infrastructure, there was no obligation for the company to make any payment.
- The company has offered a payment to the customer of £150.00 as a gesture of goodwill. The company considers this to be fair and is not willing to increase this amount.
- The company is not liable for any damage caused by the leak as the leak was from the privately owned supply pipe.

### 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.

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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 I have not considered it in reaching my decision.

### How was this decision reached?

1. The customer states that the company was aware of a leak on the supply to the customer's property on 7 September 2018.
2. The customer states that his insurance company had advised that there was no leak. The customer submits that the leak did not start until an attempt was made by the company to repair a leak using a system known as Aquapea.
3. The customer submits that had the company sent a team to repair the leak sooner, damage to the customer's kitchen and living room would not have been as great.
4. The company states that on 3 September 2018, the customer contacted the company to report a leak. The company states that the customer reported a non-visible leak that a private plumber had advised was near the property.
5. The company states it attended the customer's property on 7 September 2018 and established there was a leak on the private water supply pipe serving the property. It was also noted the supply was shared with another property. The company states that it notified the customer of his responsibilities for repair and that the customer stated he would contact his neighbour before instructing his insurance company to repair the leak.
6. The company states that during a routine leakage detection visit in the area on 21 December 2018, a leak on the shared private supply was identified. Occupants were not in at the time and cards were left at the two affected properties advising of a suspected leak.
7. The company states that on 24 December 2018, the resident of one of the affected properties contacted the company and an appointment was made to attend the property on 3 January 2019.

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8. The company states that it attended the properties on 3 January 2019 and confirmed there was a leak on the shared supply pipe. A meter was fitted at the external stop valve and a leakage of 600 litres per hour was recorded.
9. The company reports that although the leak was on the private pipe, during the visit on 3 January 2019, it attempted to repair the leak free of charge using a new product known as Aquapea. The company notes that this is a method to repair leaks without the need for excavation.
10. The company notes that the attempted repair did not fully repair the leak but did reduce the leakage rate from 600 litres per hour to 540 litres per hour. The company states it then advised the customer that the company would arrange for the leak to be fully repaired and that this would be free of charge to the customer. The company noted this was not an emergency repair service.
11. The company states that at 20:43 on 4 January 2019, a call was received reporting flooding to the customer's property. The company states that its agent advised she would refer this to an infra technical expert to see whether the company could do anything.
12. The company states it received a further call at 21:48 on 4 January 2019 and that it advised the customer the company would not attend as this was a leak on a private pipe but that the customer could arrange for a private plumber to attend if necessary.
13. The company states that it contacted the owner of one of the affected properties on 5 January 2019 to advise that the repair was planned for 7 January 2019. The company attended on 7 January 2019 and states that it confirmed the leak was under the customer's property and arranged for a contractor to attend to complete the repair.
14. The company states that private supply pipes were re-routed on 7 January 2019 and further visits took place on 8 and 9 January 2019 to complete the work.
15. The company notes it received written complaints from the customer and that these complaints were reviewed in accordance with the company's complaints procedure. The company states it has offered the customer a payment of £150.00 as a gesture of goodwill in recognition that it could have handled matters better.

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16. It is noted that the customer reported a leak to the company on or around 3 September 2018. The company attended the customer's property on 7 September 2018 and identified a leak on the customer's supply pipe. It is noted that the company informed the customer that, as this was within the customer's property, the repair of the leak was the customer's responsibility. It is also noted that the company's records show that the customer had indicated he would contact his insurance company in regard to the repair.
17. The customer has stated that his insurance company advised him that there was no leak. I have seen no evidence to support this and I am satisfied with the company's statement that a leak was identified in September 2018.
18. It is noted that the company also identified a leak at the customer's property in December 2018. No mention has been made that any work had been carried out on the leak identified in September 2018. It is not clear whether the leak identified in December 2018 was the same leak that was identified in September 2018 or an additional leak.
19. The responsibility for pipework that supplies water to a property is shared between water companies and property owners. The company is responsible for the maintenance of its infrastructure which includes pipework up to the boundary of a private property. The repair and maintenance of supply pipework within the boundary of a private property is the responsibility of the property owner.
20. The leak or leaks identified in September and December 2018 were within the boundary of the customer's property. I find the repair of the leak or leaks was not the responsibility of the company.
21. It is noted that although the repair of the leak was not the responsibility of the company, the company did attempt an initial repair in January 2019 and subsequently carried out full repairs to the customer's pipework at no cost to the customer.
22. The customer states that there was no visible indication of a leak until the company attempted a repair using the Aquapea system. The company has explained that underground leaks are not always visible. The company has also explained that when a leak is repaired, or partially repaired, this can increase pressure in a pipe and, if that pipe is in poor condition, another leak

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can occur at another weak point. I have not seen any evidence that the company's use of the Aquapea system resulted in further problems and therefore make no finding in relation to this matter.

23. The company acknowledges that it could have handled matters better and has offered a payment of £150.00 to the customer as a gesture of goodwill.
24. The GSS sets out the standards the company is required to follow. Should the company fail to meet any of the prescribed standards, the company must make an automatic payment to the customer. I have considered the standards relevant to this case as set out in the GSS and set out my conclusions below.
25. The company made a number of appointments with the customer to attend the property. Under the GSS, should the company fail to keep an appointment, and has not given the customer at least 24 hours' notice of cancellation of the appointment, the company is required to make a payment to the customer. From the evidence I have seen, the company did keep the appointments it made with the customer and I therefore find no failure by the company to meet the required standard.
26. The customer submitted written complaints to the company. Under the GSS, the company must send a substantive reply to the customer within 10 working days of receipt of the complaint. A complaint dated 4 February 2019 was submitted to the company. The company replied to the complaint on 15 February 2019. A further complaint was submitted in May 2019. The second complaint letter is undated but the company states that the letter was received by the company on 2 May 2019. The company replied to the customer in writing on 13 May 2019. The company responded to both complaints within 10 working days of receipt of the complaint. This is in line with the GSS and I therefore find no failure by the company to meet the required standard.
27. The GSS sets out the standards in relation to service interruptions for which the company is responsible. This includes payments to be made where a service is not restored within prescribed timescales. The loss of supply to the customer's property was the result of a leak on the private supply pipe to the customer's property. The service up to the boundary of the customer's property, for which the company is responsible, was not interrupted. I find the

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company was not responsible for the loss of supply to the customer and I therefore find no failure by the company to meet the required standard.

28. Whilst the company acknowledged matters could have been handled better, I find the company has not failed to meet the standards prescribed under the GSS and I therefore make no direction for the company to make any payment to the customer.
29. Whilst I find no failing on the part of the company to meet the required standards, I note that the gesture of goodwill offered by the company in the sum of £150.00 does exceed the amount that would have been required to be paid had the company failed to meet the required standards in respect of the standards referred to above.

#### 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 **19<sup>th</sup> August 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.

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**Ian Raine BSc CEng MIMechE FCIArb MCIBSE**

**Adjudicator**

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