

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0762

Date of Decision: 11 May 2018

Complaint

The customer states that the company is liable to compensate him for inconvenience and loss of his time, loss of an electrical earth via the water supply and for re-laying some carpeting. He contends that the company: provided poor workmanship in repairing pipework external to his home in October 2016; incorrectly diagnosed a leak in the internal stop valve of his home; failed to accept liability for repairs done by Home Serve, which removed the earth for his electrical supply; did not include a safety valve; and, failed to acknowledge responsibility for damage caused by a leak at the connector between the old pipework and the new pipework, which had been installed in October 2016.

Defence

The company submits it did not provide defective workmanship or wrongly diagnose a leak in the internal stop valve, but replaced this appropriately, and is not liable for the leak at the connector between new pipework laid in October 2016 and the old pipework. The company asserts it is not liable for any actions of Home Serve.

Findings

The customer has not shown that the company proved defective workmanship in October 2016 nor that it wrongly diagnosed a leak in the internal stop valve. The customer has not shown that the actions taken in replacing this were incorrect. Overall, the customer has not shown that the company failed to provide its services to the standard that would reasonably be expected of it.

Outcome

The company does not need to take any further action.

The customer must reply by 11 June 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 11 May 2018

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The customer complains that the company wrongly identified his property as having a water leak at the internal stop valve when it did not;
- Because the company had identified this, the customer arranged for Homeserve to carry out a repair. This resulted in:
 - The use of a plastic pipe, which broke the electrical bonding across the pipework;
 - Removal of a safety valve;
 - Failure to resolve the leak;
 - Further investigations to find the leak, which Homeserve believed to be under the customer's floor, with disruption to his carpets and floorboards. The leak was not found there.
- Homeserve subsequently found the leak at a point where the company had previously replaced his smart meter and has repaired this.
- This chain of events has caused considerable loss and inconvenience.
- The customer seeks:
 - An apology;
 - Compensation of £6,780.00 (comprising wasted time of 60 hours at £100.00 per hour, telephone calls and bills at £30.00 per hour for 20 hours, printing and photocopying estimated at £80.00 and compensation for the cost of relaying his carpet £100.00); and
 - Interest.

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The company's response is that:

- In October 2016, a leak on the customers supply pipe was found between the outside stop valve to the point where it entered the customer's home. The customer was given an information pack called the "You've got a leak" pack.
- In November 2016, the company's contractors, [] (RST), repaired 4 metres of pipe and replaced the outside supply valve. RST called the customer to check that he was happy with the work, and he confirmed that he was.
- Under compulsory powers a smart meter was fitted at the customer's home in December 2016.
- The new meter showed excessive water consumption. On 15 February 2017, a technician from RST visited the customer at home and diagnosed a leaking internal stop valve (ISV) as the cause of high consumption recorded on the meter. On 21 February 2017 RST arranged an appointment with the customer to repair his ISV on 28 February 2017.
- On 28 February 2017 a technician from RST attended the customer's home and replaced the leaking ISV notwithstanding that the customer was responsible for maintenance of the pipe because the company offers one free repair to each of its customers. This free repair involved the loss of some electrical bonding because a plastic pipe was used. After replacing the ISV the meter still showed movement despite that no water was being used inside the property. This indicated a further leak and the customer was advised to contact his insurance company, Homeserve. The company says that it uses the materials that are most appropriate when completing repairs and the company does not intend to replace this.
- Homeserve pulled up the customer's carpet and floorboards but they were unable to find a leak. They then investigated further and dug up the customer's driveway. They found a leak on the supply pipe.
- In due course Homeserve repaired the leak on the supply pipe on 9 March 2017 but the company was not able to attend until 10 March 2017. This meant that the company was not able to assess whether the leak arose from its own workmanship or not.
- The customer requested compensation to the value of £395.00.
- The company contends that there was no evidence to prove that the second leak was from the company's repair or that it was a new leak. It therefore offered to pay £197.50.
- The company subsequently asked for the repair report from Homeserve. Having read this, the company concluded that there was no reference to that leak occurring at a joint between its workmanship and other piping, but was referred to as "an additional leak". The company

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remained unable to conclude that the repair done by Homeserve was on a stretch of pipe that the company had previously repaired.

- The company says that, in respect of Homeserve, it works in partnership with that organisation to introduce the company's customers to their range of cover options but Home Serve is a separate company and the company is only responsible for its own work. The company denies liability for the customer's claim.

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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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 matters in issue between the company and the customer, which relate to the redress claimed by the customer, are whether or not:
 - The repair to the ISV was required;
 - The company or Homeserve carried out the repair to the ISV;
 - The company is liable for any defects in this work;
 - The repair on 9 March 2017 was necessitated by the company's poor workmanship; and
 - The company is, if so, liable for the costs and consequences of this repair.

I address each of these in turn.

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Decision to replace the ISV

2. The company has submitted a report dated 15 February 2017, in which a technician has recorded “drips” and has described the ISV as “weeping”. The customer says that the water shown on the pipework was condensation, whereas the company’s appointed technician stated that this was a leak.
3. Although I take into account the customer’s qualification as a structural engineer and his membership of the Royal Institute of Chartered Surveyors, it is nonetheless the case that adjudication is an evidence-based dispute resolution process and it is for the customer to show that the company has failed to supply its services to the standard that would reasonably be expected of it. In respect of the dispute as to the functionality of the internal stop valve, I note that he took no photographs either of the valve or of the pipework, which he contends did not give evidence of a leak. Even if the customer said to the technician that the ISV did not need replacing and that the problem was one of condensation, he does not appear to have taken any steps to stop the replacement from being undertaken.
4. I find that it is more probable than not that RST reasonably suspected a leak at the ISV. The action the company took in instructing RST to replace this was, I find, an action that was reasonably to be expected of it: indeed, it would have been remarkable if it had not considered that the ISV required replacement. As its policy was to offer the customer one free repair, its conduct was consistent with its declared policy. I find that in deciding to take responsibility for the replacement of the ISV the company acted in the way that would reasonably be expected of it. I therefore find that the customer has not shown that the company has failed to provide its services to the relevant standard.

Repair of the internal stop valve

5. The customer says that Homeserve carried out the repair, the need for the repair having been incorrectly identified by the company. The company states that, although in an email to the customer on 12 June 2017, it referred to the replacement of the ISV having been carried out by Homeserve, that was an error and it has offered the customer a £50.00 goodwill payment in relation to this error. It confirms that it has a job report for 28 February 2017, which suggests that its own appointed engineer was in attendance and carried out the repair. The customer has stated in his correspondence with the Consumer Council for Water (CCWater) that this report is “fake” and that the company has used photographs of the work that were in fact taken by Homeserve. He explains that he has contacted Homeserve who also have an attendance report

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for that date, although at a later time, and he argues that it was Homeserve and not the company that changed the ISV.

6. The Homeserve reports are included in the CCWater documentation and it is notable that Homeserve attended on 28 February 2017, at 11.03, a later time than that when the company is said to have attended. The Homeserve report states that it was for “investigation only” and on a different page states “leak on water supply ph has water loss and when ISV is turned off in property the noise is still present, new job raised for WSP Melissa 71888”.
7. It seems likely, therefore that it was RST that repaired the ISV on 28 February 2017, and that Homeserve confirmed the presence of a further leak at or around the point of entry. It follows that I find on the balance of probability that the ISV was repaired by the company.

Liability for defects consequent upon that repair

8. The customer says that following the repair he no longer could use the pipework for earthing purposes because the repair had introduced plastic piping and he thereafter had no safety valve. Although the customer contends that it was Homeserve and not the company that carried out this work, he argues that in any event the company is liable for the actions of Homeserve, with which the company is associated.
9. The company contends that it is now standard practice to use plastic piping and it is no longer considered safe to use the incoming water supply for the purpose of providing an earth for the electrical supply and that other means of earthing the supply must be installed. This is explained to customers in the “You’ve got a leak” pack. The company also states that it is customary for RST to install an additional stop valve.
10. The customer has not submitted evidence as to the configuration of his electrical supply nor submitted any images to show that no relief valve was installed. I assume, however, that he would be able to prove both that there is no longer an electrical earth on the pipe and that there is now no relief valve, but it does not follow from this that the company has failed to supply its services to the standard that would reasonably be expected of it.
11. I reach the finding that the customer has not shown that the company fell short of the standards reasonably to be expected of it for the following reasons:

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- If the valve was, as the customer contends, replaced by Homeserve, there is no reason to conclude that the company would be liable for this. Homeserve was the customer's insurer or was an appointee of the customer's insurer. The fact that the company may recommend Homeserve (as is alleged by the customer) does not make the company liable for any failings in the service it provides. Use of Homeserve was therefore a private arrangement and a water company would not ordinarily be responsible for work undertaken by third parties.
- Even though I find that RST on behalf of the company rather than Homeserve carried out the work, the customer has not submitted any information that disproves the company's contention that it is now normal to use plastic piping or that it is legitimate to use the water supply for the purposes of providing an earth to avoid short circuits in the electrical supply. The company on the other hand has submitted that plastic piping is more durable and that the 'You've got a leak' pack contains a statement relating to electrical earthing. This statement informs customers that to use a water supply pipe as an electrical earth for their home has been banned since 1966. This is because water supply pipes which are newly installed are frequently not made of metal. In the pack it states: "Earthing a property is an important safety measure and it's the responsibility of the property owner. We can't accept legal liability for damage or personal injury resulting from using a water pipe as an electrical earth." The customer was thus put on notice that the company would not recommend the use of metal piping as an earth and, accordingly, there was no reason for the company to commit to installing metal piping in case the customer should wish to earth his electrical supply in that way. Accordingly, I find that the company did not perform its services otherwise than as would reasonably be expected by an average person.
- The customer has not submitted any evidence to show that it is necessary to have a safety valve in the location of the repair. The company has explained that it is the usual practice to provide such a valve in the plumbing system. If for some reason this has not been supplied on this occasion, however, the customer has not shown that he has suffered any loss in consequence and there is no evidence that he asked the company to provide this prior to his subsequent complaint regarding the repair carried out on 9 March 2017. I find that the customer has not proved that the company failed to provide its services to the standard that would reasonably be expected of it.

It follows that I find that the customer has not established that the company is liable to compensate the customer for this change and therefore I conclude that he does not succeed in his contentions as to the replacement of the ISV.

Cause of the leak repaired on 9 March 2017

12. The company has submitted evidence that its contractors, RST, had carried out work in November 2016 to repair an external leak. At the end of the work, the company's engineer has recorded that with the ISV closed, there was no movement at the meter.
13. It appears, however, that by March 2017, a leak was apparent between the outside supply valve and the point of entry. The customer states that he has a number of photographs that show that the company was responsible for this leak, which he says was caused by poor workmanship. He also says that Homeserve's report states that the engineer had cut out the leak at the point of entry and repaired the defective connection between the lead pipe in the customer's basement and the new pipe laid by the company. He contends that he had previously asked the company to come out to look at the work before it was due to be repaired but it had not done so. In trying to get an earlier date, the customer had to cancel a hospital appointment in order to be present for a proposed visit by the company, but when the customer rang the company back, he was informed that the "slot" on the proposed date was no longer available and the company could not attend until 10 March 2017. In his email dated 14 March 2017, the customer has stated that he was later contacted by Homeserve and asked if the work could be done on 9 March 2017 rather than on the agreed repair date of 11 March 2017, and he agreed that the work could be undertaken. The customer took the photographs referred to above.
14. I find that the company would reasonably be expected to supply the customer with its availability at the point that he was in a position to make an appointment but, unless it had specifically agreed to keep a slot open for the customer, would not reasonably be expected to hold a slot pending changes made by the customer to his own arrangements. Although the customer complains that when he had changed his arrangements and contacted the company again, the proposed appointment time had been taken by another customer, he has not said that the company specifically promised to keep the time available for him. I find that the customer has not proved that the company fell below the standard of service that would reasonably be expected of it.

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15. The company contends that the repair carried out in November 2016 was left without leaks and that there is no evidence that faulty workmanship by the company was responsible for the subsequent leak. It comments in the evidence submitted, however, that when new pipe is laid, this can cause pressure on older parts of the pipe network and it is possible that a new leak has opened up following the work done by the company.

16. I find that the customer has not proved that the connection probably failed in consequence of poor workmanship rather than due to deterioration because of the age and condition of the old lead piping for the following reasons:

- If the report of 16 October 2016 was correct and there was no movement at the meter after the works had been completed, it is improbable that there was a further leak at that stage. I note that there is no supporting evidence to show that this information was incorrect at the time that it was written. It is likely, therefore that the leak developed subsequently.
- The Homeserve engineer's report for 9 March 2017 which has been submitted by the company states "Cut out leak at POE & repaired". There is no reference to a defective connection and I find the company's submission that the use of the words "cut out leak" would not ordinarily be used for the mere replacement of a connection to be persuasive. I find that nothing in the report confirms the customer's case that the previous workmanship by the company was defective.
- Although I find that the photographs submitted by the customer show that the leak was attended to at the point of entry to the house and that it was in the vicinity of a new length of plastic piping where it was connected by a plastic connector to the old lead piping, the mere fact, that by February or March 2017, a leak had developed does not mean that the company had provided poor workmanship in November 2016. I take into account that if it was the connection that had failed, it had lasted only a small period of time before it ceased to provide an effective seal against the water pressure. Looking at the customer's photographs and considering that the joint was between new plastic pipe and old lead pipework, however, I find that failure of that connection is not proven and, even if this did fail, this is just as likely to have been due to the failure of old piping rather than of the new repair.

Liability of the company for that leak

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17. It follows, therefore, that I find that the customer has not proved that the company was at fault in causing the leak repaired on 9 March 2017. I take into account that the company has been willing to make a goodwill payment to the customer of £197.50 – amounting to one half of the value to the customer's insurance premium for the following year. I find in all the circumstances, however, that this gesture was intended as a practical resolution of an unproven contention by the customer and not an admission of liability. I find that the company has not failed to meet the standard that would reasonably be expected of it.

18. Accordingly, I find that the customer has not succeeded in his claim for redress.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 11 June 2018 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.



Claire AndrRST, Barrister, FCI Arb

Adjudicator

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