

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT 1856

Date of Decision: 18 March 2020

#### Complaint

The customer's claim is the company has damaged her private pipework causing a leak whilst undertaking work at the bottom of her neighbour's drive two months previously, which in turn has led to inconvenience and distress. The customer is seeking the company to provide answers to her queries regarding its actions, pay compensation of £703.61 for cost of the repairs to her driveway and the inconvenience and distress incurred.

#### Defence

The company submits that the leak on the customer's property had not been caused by the work undertaken at the bottom of her neighbour's drive. Furthermore, leaks from the customer's private supply pipe is a private issue, which the company is not responsible for; however, once the issue had been raised the company assisted the customer where possible and applied an leakage allowance to reimburse her for the water lost through the leak. The company admits some failings regarding customer service for which the customer has already been compensated. Therefore, no further sums are due. The company has not made any further offers of settlement.

#### Findings

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 the leak on the customer's private pipework. With regard to customer service, the evidence shows the company failed, when dealing with the customer's complaint, to provide customer services to the standard to be reasonably expected which led to inconvenience and distress. Therefore, I direct the company to pay £100.00 to the customer.

#### Outcome

The company shall pay £100.00 to the customer

The customer must reply by 15 April 2020 to accept or reject this final decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT 1856

Date of Decision: 18 March 2020

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

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

- The company has damaged her private pipework causing a leak whilst undertaking work at the bottom of her neighbour's drive.
- Furthermore, once the issue had been raised with the company, she endured poor customer service through his dialogue with the company which led to inconvenience and distress.
- The customer is seeking the company to provide answers to her queries regarding its actions, pay compensation of £703.61 for cost of the repairs to her driveway and the inconvenience and distress incurred.

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

- The previous work at the bottom of the customer's neighbour's driveway has not caused any damage to the customer's private pipework.
- Leakage from the customer's private supply pipe is a private issue, which the company is not responsible for; however, once the issue had been raised the company assisted the customer where possible and applied a leakage allowance to reimburse her for the water lost through the leak.
- The company acknowledges there were various issues with the customer service throughout its dialogue with the customer. The company offered to the customer as a gesture of goodwill £100.00 to cover these failings, which the customer has declined. Accordingly, no further sums are due in this regard.

## 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 the company has failed to provide its services to the standard one would reasonably expect 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. Please note that 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 dispute centres on whether the company should accept liability for the leak on the customer's private pipework and whether compensation is due for inconvenience and distress. 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 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. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme and the company's own Customer Guarantee Scheme.
3. From the evidence put forward by the customer and the company, I understand that in September 2019 the company undertook leakage detection in [ ] and identified a possible leak at the bottom of the customer's neighbour's driveway. On 16 September 2019, the company attended site and carried out an excavation by hand in the footpath around the boundary box. Once the boundary box had been dug out it was found that there was a slight leak on the fittings and the box and meter were replaced, and the area reinstated. The evidence shows that the reinstatement was carried out by backfilling the excavation in layers and compacting this using a hand rammer with the final compaction and surface finished off using a

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whacker. On 19 November 2019. The customer contacted the company to report a leak on her drive. The company visited site the following day and the company arranged to excavate at the boundary to confirm whether the leak was from the company's assets or from the customer's own private pipework. After excavating at the boundary, the company found that the leak was on the customer's own private pipework. On 25 November 2019, the company contacted the customer to advise that the leak was found on the customer's own private pipework and what she would need to do to get the leak repaired. On 26 November 2019, the company received a further contact from the customer advising that she believed the company was responsible for the leak and therefore the cost of repairs. Further discussions took place between the parties and in December 2019 the customer escalated the dispute to CCW to resolve matters. Various discussions took place between all the parties resulting in the company confirming no compensation would be paid regarding repairs to the leak on the customer's pipework, however, on 22 January 2020 the company applied a leakage allowance to the customer's account, so that she did not have to pay for the water that had leaked from her private service pipe. The customer's remained unhappy with this position and on 21 January 2020 commenced the WATRS adjudication process.

4. With regard to the customer's comments that the company has damaged her private pipework causing a leak whilst undertaking work at the bottom of her neighbour's drive. The company states that no damage was caused to the customer's drive or private water supply during the works near her property and there is no evidence that any part of the drive was disturbed by the company's work. The method of works carried out was standard, with no unusual conditions. Whilst, I understand the position the customer was in with regard to the timing and the location of the leak on her pipework and the works undertaken by the company nearby, I am not satisfied it was due to any failing by the company. After careful analysis of all the evidence, including the photographs, meter readings, and the company's site notes I am not persuaded that the leak experienced by the customer was caused by the company's works near the customer's property. Whilst the leak on the company's assets and the leak on the customer's pipework are near to each other, the evidence shows that method to repair the leak at the end of the customer's neighbour's driveway would not cause damage to the customer's own pipework. As set out in the company's defence and OFWAT's website, the supply pipe to the customer's property is the responsibility of the property owner. In light of the above and after careful analysis of the evidence, I agree with the company interpretation that any leaks from the customer's own supply pipe are the responsibility of the customer and that the root cause of the leak was not the nearby work undertaken by the company. Furthermore, I am satisfied that the company did what it could regarding establishing the source of the leak and did not need to take any further action in this

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regard. Accordingly, I find the company has not failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the leak on the customer's private pipework. Therefore, this aspect of the customer's claim fails.

5. The company has certain obligations in respect of its customer services, and I find the customer has been adversely affected by the lack of information throughout her dialogue with the company. I am satisfied the company accepts it provided poor service in this respect. I understand from the company's defence the customer was offered compensation £100.00 within the discussions with CCW, which was declined. However, after careful review of all the correspondence provided in evidence, I am satisfied the company's offer of compensation of £100.00 is fair and reasonable in the circumstances to cover the complaint and any distress or inconvenience to the customer.
6. 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 with regard to the leak on the customer's private pipework. With regard to customer service, the evidence shows the company failed, when dealing with the customer's complaint, to provide customer services to the standard to be reasonably expected both of which led to additional inconvenience and distress. Therefore, I direct the company to pay £100.00 to the customer.

#### **Outcome**

The company needs to take the following further action:

The company shall pay £100.00 to the customer.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 15 April 2020 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.

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A handwritten signature in black ink, appearing to read 'ML', followed by a long horizontal line extending to the right.

**Mark Ledger FCI Arb  
Adjudicator**