

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX31

Date of Decision: 17/12/2020

Complaint

The customer claims that the company, whilst undertaking repairs to its pipework, damaged her private supply pipe, which in turn led to leakage. The customer wants the company to take responsibility for the damage and to repair the supply pipe to stop it leaking.

Response

The supply pipe is owned by the property owner, who is responsible for maintenance and keeping it in good condition. There is no evidence that the company's repair was responsible for any damage to the customer's supply pipe. The company accepts that it should have made it clear to the customer that if after repairing its pipework, further leakage on the customer's pipework were found, then this would be the customer's responsibility. The company has made a goodwill gesture of £150.00 and a Guaranteed Standards of Service payment of £80.00 in recognition of the failure of a lack of clarity in its customer service, and the company is of the view that no further sums are due.

Findings

I am satisfied that the evidence shows that the company did not fail to provide its services to the customer to the standard to be reasonably expected, concerning damage to the customer's supply pipe. Furthermore, I am satisfied there have been no failings concerning customer service, which the customer has not already been adequately compensated for.

Outcome

The company needs to take no further action.

The customer must reply by 18/01/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX31

Date of Decision: 17/12/2020

Party Details

Company: XWater

Case Outline

The customer's complaint is that:

1. • Whilst undertaking repairs to its pipework, the company damaged her private supply pipe, which in turn led to leakage. • The customer wants the company to take responsibility for the damage and to repair the supply pipe to stop it leaking.

The company's response is that:

1. • The supply pipe and the internal pipework is owned by the property owner, who is responsible for maintenance and keeping it in good condition. • There is no evidence that the company's repair was responsible for any damage to the customer's supply pipe. • The company accepts that it should have made it clear to the customer that if, after repairing its pipework, further leakage on the customer's private pipework was found then this would be the customer's responsibility. • The company has made a goodwill gesture of £250.00 and a Guaranteed Standards of Service payment of £50.00 in recognition of the failure of a lack of clarity in its customer service, and the company is of the view that no further sums are due.

How is a WATRS decision reached?

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

- Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
- 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.

Customer: The Customer

How was this decision reached?

1. The dispute centres on whether the company damaged the customer's supply pipe when undertaking works to its pipework.
2. 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 thoroughly investigate if the company's pipework is to blame and if repairs are required, make such repairs to prevent further leaks.
3. Furthermore, the company has certain obligations in respect of its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Guaranteed Standards of Service scheme.
4. The evidence shows that the customer's property was not metered when the customer moved into the property in May 2019. I understand the customer then applied for a meter on 28 May 2019, which was installed on 2 August 2019 in the concrete footpath outside her property.
5. On 19 December 2019, after receiving her metered charges, the customer contacted the company to query her consumption. I understand that the customer was advised on how to undertake a consumption check and that she may be eligible for a leakage allowance depending on the outcome of any further investigations into whether a leak existed on her pipework.
6. On 10 January 2020, an engineer visited the customer's property and found the meter to be registering usage with the internal stop tap isolated, indicating that a leak existed outside the customer's property. Further investigations revealed that the leak was likely to be on the company's external valve and therefore the responsibility of the company to repair. The customer says that the engineer had said verbally during his visit that no leak existed on the customer's pipework, only on the company's external valve. The customer was advised by the company that the repair would be made with no charge to the customer. I understand that at this

time, as admitted by the company within its response, it was not made clear to the customer that if any further leaks were found on the customer's pipework, she would be responsible for the repair.

7. Between January and March 2020, the company's contractors carried out the excavation and made repairs to the external valve. During this process, the contractors found a second leak on the customer's private supply pipe. I understand that the customer was then informed of the second leak and advised that, as it was in her private supply pipe, she would be responsible for any repairs.

8. The contractors state that whilst they had difficulty removing the company's section of pipework, this did not contribute to the leak on the customer's supply pipe. I understand the customer disputes this and is of the view that due to the difficulty in removing the company's pipework from the surrounding concrete, it damaged her supply pipe.

9. Between March and September 2020, various discussions took place between the parties concerning who was responsible for repairing the leak on the customer's pipework. The company maintained its position that there is no evidence that the company's repair was responsible for any damage to the customer's supply pipe and that any repairs to the customer's private pipework are the customer's responsibility. I understand during this period that the company admits it should have made it clear to the customer that if after repairing its pipework there was found further leakage on the customer's private pipework then this would be the customer's responsibility. I also note that during the same period the company has made a goodwill gesture of £250.00 and a Guaranteed Standards of Service scheme payment of £50.00 in recognition of the lack of clarity in its customer service.

10. Concerning the customer's comments that due to the difficulty in removing the company's pipework, the company damaged her supply pipe. The evidence shows that the company is unable to establish any link between the repairs of the external tap and the leak found on the customer's supply pipe. It is clear from the documents that due to the nature of the concrete surrounding the company's pipework and valve, it was difficult to remove the old pipework.

11. I note the customer's comments that the company's engineer had verbally said that no leak existed on the customer's pipework, only on the company's external valve and therefore the damage to her supply pipe must have occurred during the company's works. The company has received no evidence to confirm that the leak on the customer's supply pipe relates to the repairs on the external tap by the company. The company's contractors investigated whether any damage could have occurred to the customer's supply pipe and was of the view that it could

not. In addition, there was no evidence to support that the leak was not already there at the same time as the leak on the company's valve.

12. After careful analysis of the correspondence and evidence, I cannot find any indication of a failing by the company concerning investigations into the leak in the customer's supply pipe or that its repair works caused the leak. I understand that if the company receive further details confirming a repair has been carried out on the supply pipe serving the customer's property, the company will review the customer's charges.

13. Considering the above, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning whether the repair undertaken by the company caused a leak on the customer's supply pipe.

14. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's response documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why it had not damaged the customer's supply pipe and why the customer was responsible for any repairs on her supply pipe. Furthermore, in recognition of the lack of clarity in its customer service, in particular, that it should have made it clear to the customer that if after repairing its pipework there was found further leakage on the customer's private pipework then this would be the customer's responsibility, the company has made a goodwill credit of £250.00 to the customer's account. I also note that the company has made a further payment of £50.00 under its Guaranteed Standards of Service scheme. Accordingly, I am satisfied there have been no failings concerning customer service, which the customer has not already been adequately compensated for.

14. The customer has submitted comments on the Proposed Decision. I note the amounts received by the customer differ from stated within the company documents, the amounts have now been corrected to reflect the sum received. With regard to the other issues raised by the customer I find this has not raised any matters which affect my decision and so those comments will not be specifically addressed.

15. In light of the above, I find the customer has not proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the leak on the customer's supply pipe, 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 concerning customer service, for which the customer has not already been adequately compensated for.

Outcome

1. The company needs to take no further action.

What happens next?

This adjudication decision is final and cannot be appealed or amended.

The customer must reply within 20 working days to accept or reject this final 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.
-

Mark Ledger
Adjudicator