

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX30

Date of Decision: 27/11/2020

Complaint

The customer's claims that she has experienced low levels of water pressure at her property for over ten years due to debris in the pipework. This debris has led to contaminated water being consumed. The customer is seeking the company to pay £3,000.00 for supplying contaminated water at a low pressure to her property.

Response

The customer's water pressure is sufficient as the pressure provided up to the customer's supply pipe is within the required pressure as set out in the regulations. There is no evidence that the water supplied to the customer has been contaminated. The company has dealt with the customer's concerns efficiently and appropriately, and as a goodwill gesture made an offer not to charge the customer for her water for 6 months. The company has also replaced the customer's private pipework at no cost to the customer. 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, regarding low water pressure experienced by the customer or the debris found in the customer's supply pipe.

Outcome

The company needs to take no further action

The customer must reply by 29/12/2020 to accept or reject this decision.

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Party Details

Company:

Case Outline

The customer's complaint is that:

1. • She has experienced low levels of water pressure at her property for over ten years due to debris in the pipework. • This debris has led to contaminated water being consumed by the customer and her son. • The customer is seeking the company to pay £3,000.00 for supplying contaminated water to her property.

The company's response is that:

1. • The customer's water pressure is sufficient, as the pressure provided up to the customer's supply pipe is within the required pressure as set out in the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. • There is no evidence that the water supplied to the customer has been contaminated. • The company has dealt with the customer's concerns efficiently and appropriately, and as a goodwill gesture made an offer to not to charge the customer for her water for 6 months. • The company has also replaced the customer's private pipework at no cost to the customer. • Accordingly, no sums are due to the customer regarding the customer's water pressure or quality.

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:

How was this decision reached?

1. This dispute centres on whether the company failed to provide clean water to the customer's property at the pressure required by the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008.
2. The company must meet the standards set out in the Water Industry Act 1991. The effect of this is to place an obligation on a water and sewerage company to connect a customer's premises to the company mains water, maintain its pipework and to provide a supply of water for domestic purposes.
3. The company is also required to provide a minimum level of water pressure of 0.7 bar of pressure as set out in the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008.
4. From the evidence put forward by the customer and the company, I understand on 19 October 2009 the customer contacted the company to report low water pressure at her property. The evidence shows that a network technician was directed on 21 October 2009 to repair the boundary box on the footpath outside the customer's property before undertaking the pressure test. On 13 October 2009, the company attended the property and found after a pressure test that the pressure was above 0.7 bar and no further work was needed.
5. On 5 May 2020, the customer once again contacted the company to advise there was an issue with low water pressure. On 6 May 2020, a further pressure test was undertaken which showed the working pressure was above 0.7 bar. The customer was advised to arrange for a plumber to establish whether issues existed with her private pipework.
6. On 8 June 2020, the customer reported to the company that the plumber suspected that an issue existed with the external stop tap and water meter. The company investigated matters and found on 18 June 2020 that debris, which was believed to be stones and tarmac, was restricting the customer's private supply pipe. I understand that the company then replaced the customer's full supply pipe to remove the debris and to make sure there was no contamination of the water

supply.

7. On 16 July 2020, the customer contacted the company to request compensation as she had lived with low pressure for 13 years. The company spoke to the customer and offered not to charge the customer for her water for 6 months. However, the customer remained unhappy with this offer, and the dispute was passed to the company's insurers to investigate further. The insurers refused the customer's claim on the basis that the company was not informed until May 2020 of ongoing concern regarding low water pressure. On 4 September, the customer progressed the dispute to CCWater to resolve. The result of CCWater investigation was that once the issue with the water pressure was highlighted, the company dealt with the customer's concerns efficiently and appropriately.

8. Concerning whether the company failed in its duty to provide a minimum level of water pressure of 0.7 bar of pressure. The customer says that she has experienced low pressure since moving into her property in 2008. However, the evidence shows that the customer has only contacted the company twice during this period to report low-pressure issues. The evidence shows that on the two occasions the customer contacted the company about this, the company investigated the matter promptly and found the pressure to be above the minimum level of water pressure of 0.7 bar of pressure (as set out in The Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008). On review of the evidence, I find that I agree with the company's comments that it has fully investigated the low water pressure and has maintained the minimum level of water pressure of 0.7 bar. Accordingly, I find no grounds to conclude that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person regarding the customer's water pressure.

9. In July 2020, when debris was found within the supply pipe to the customer's property, the company replaced the customer's full supply pipe without cost to the customer. This was done to remove the debris and to make sure there was no contamination of the water supply. The company is responsible for the pipework up to the stop tap, including the stop tap itself. The supply pipe which carries water to the customer's property and the internal pipework is owned by the property owner, who is responsible for maintenance and keeping it in good condition. I note the customer's comments that the debris must have originated from the company's pipework. However, I can find no evidence that the debris came from the company pipework or that it had contaminated the property's water supply.

10. In light of 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 regarding the customer's water pressure or the debris contained within customer's supply pipe. Accordingly, these aspects of the

customer's claim do not succeed.

11. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why the pressure supplied to the customer's property was above the minimum required. Furthermore, on review of the various correspondence, I am of the view that the company dealt with the customer's concerns efficiently and appropriately considering the circumstances. Accordingly, I am satisfied there have been no failings concerning customer service.

12. 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.

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