

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X299

Date of Decision: 22/04/2021

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company about it supplying his drinking water through asbestos cement pipes. The customer has stated that he is concerned over potential health and safety issues because of the use of such pipes. The customer says he has requested that the company replace the pipes but it declines to do so. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to replace its asbestos cement pipe network.

Response

The company states that the asbestos cement pipes are safe and present no health and safety concerns. It further says that the use of such pipes is approved by WHO and the UK's Drinking Water Inspectorate. The company declines to replace its asbestos cement supply pipes. The company has not made any offer of settlement to the customer and does not agree to the customer's requests as set down in his application to the WATRS Scheme.

Findings

I am satisfied that the company acted reasonably in its dealings with the customer and has answered all the queries he has raised in reasonable detail. The company has outlined both its water testing and pipe replacement programmes and has established the technical and economic reasons why it does not currently plan to replace the asbestos cement pipes. Overall, I find that the company has not failed to provide its services to a reasonable level nor has failed to manage the customer's account to the level to be reasonably expected by the average person.



The company does not need to take further action.

The customer must reply by 20/05/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X299

Date of Decision: 22/04/2021

Case Outline

The customer's complaint is that:

- He has experienced an ongoing dispute with the company concerning possible health issues arising from having his drinking water supplied through asbestos cement pipes. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- Construction works close to his property damaged water supply pipes causing him to be without water on at least two occasions.
- Following his discussions with the contractor responsible for the damage he understood that the water supply pipes serving his and adjacent properties are made from asbestos cement.
- Following his discovery of the use of asbestos cement pipes, and being concerned over health and safety consequences, he contacted the company on 03 April 2020 to share his concerns and to understand if the company was aware that such pipes were being used.
- He requested the company to inform him of what length of asbestos cement pipe was used in his supply from the treatment plant to his property, and what was the company's policy in respect of the replacement of such pipes.
- He received a reply from the company on 14 April 2020 that he did not believe was satisfactory and he sent a further request for information on 10 May 2020.
- He received a second response from the company dated 18 May 2020, and again he was not satisfied that it fully answered his questions or provided the requested information.
- Believing the company had not properly addressed his concerns the customer, on 18 November 2020, escalated his complaint to CCWater who took up the complaint with the company on his behalf. The customer records that CCWater contacted the company and requested more detailed information from it and to review the customer service provided.
- He acknowledges that the CCWater intervention resulted in a more detailed response from the company dated 17 December 2020. He further acknowledges that on 21 December 2020, CCW informed him that it had also received a copy of the detailed response from the company, and it believed the company had now addressed to a suitable standard all the points he had previously raised. CCWater particularly noted that the company had explained its compliance with applicable WHO and DWI recommendations and had no plans to replace asbestos cement pipes. CCWater confirmed that it could not take any further steps to alter the position of the company.
- He remained dissatisfied with the level of response from the company, and he requested CCWater to make further efforts to have the company provide fuller information and clarifications. He acknowledges that the company provided another detailed response dated 20 January 2021 and that on 22 January

2021, CCWater advised him that it was satisfied that the company had now reasonably addressed all his issues and that CCWater could be of no further assistance. • The customer says that despite the intervention of CCWater, the dispute is ongoing, and the company has not changed its position and CCWater are unable to obtain a resolution between the parties. The customer remains dissatisfied with the response of the company and has, on 05 February 2021, referred the matter to the WATRS Scheme where he requests the company be directed to remove all asbestos cement pipework providing drinking water to his and neighbouring properties.

The company's response is that:

• The company provided its response to the claim on 10 March 2021. • It confirms that in March 2020 the customer experienced an interruption to his water supply due to damage caused by third-party construction works. • It understands that at this time the customer became aware that part of the company's water supply network consisted of pipes made from asbestos cement and he contacted it to question the safety and integrity of the network. • It has advised the customer that the type of asbestos in the pipes is not harmful and is widely used across the water industry, and that its use is supported by both the World Health Organisation and the UK Drinking Water Inspectorate. • It has informed the customer that it has no health and safety concerns over the use of the pipes and believes its network is fit for purpose. Consequently, it has no plans to replace the asbestos cement pipes with plastic as requested by the customer. • It has attached to its response a copy of its communication to CCWater dated 17 December 2020 that it regards as a full and detailed response to the customer addressing all the issues he has raised. The customer's comments on the company's response are that: • On 13 March 2021, the customer has made comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced. • The customer reiterates that he understands the company does not test the levels of asbestos in the drinking water and does not test the integrity of the pipe network. He further reiterates that the pipes are approaching the end of their designed lifespan and the only safe option is for the company to replace them all.

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.

How was this decision reached?

1. The dispute relates to the customer's dissatisfaction that the company has declined his request to replace the asbestos cement water supply pipes that bring drinking water to his property and the surrounding housing estate.

2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.

3. I record that I do not consider the case to be out of scope under Rule 3.5 of the WATRS Scheme on the basis that neither the Drinking Water Inspectorate [DWI] nor the Environment Agency are involved in the case, and that I will not make any findings in relation to water quality legal standards.

4. I can see that the customer became aware in March 2020 that the pipes bringing water to his property were made from asbestos cement. The customer has stated that he became concerned about the quality of the water supplied in terms of health and safety and contacted the company.

5. From the documents submitted it seems that the customer had several exchanges of communications with the company while seeking answers to several questions. The questions included: -

- The length of supply pipe that was of asbestos cement
- The age and condition of the asbestos cement pipes
- How often does the company test the water for the presence of asbestos fibres
- Does the company have a programme to replace asbestos cement pipes

6. The parties agree that the customer first made contact with the company over the issues on 03 April 2020, and the company responded on 14 April 2020. I can

see the customer was not satisfied with the response and sent a second stage complaint on 10 May 2020.

7. The company issued its second stage response on 18 May 2020 and re-sent it on 23 June 2020. The customer appears not to have been satisfied by the response, complaining that the company was simply repeating the same answers it had previously supplied.

8. The customer escalated his dispute to CCWater on 18 November 2020, and I can see that the exchange of correspondence intensified after this date. CCWater has submitted extensive documentation detailing exchanges between itself and the parties and between the two parties directly.

9. My understanding, after studying the submitted documents, is that the customer has contended that he believes there are health and safety concerns in respect of the use of asbestos cement pipes for drinking water supply. I note that he does not submit evidence in support of his understanding.

10. The customer has stated that he was not satisfied with the responses of the company and did not believe his concerns had been adequately addressed. The customer first became aware of the presence of asbestos cement pipes in March 2020, but I take note that he has not supplied evidence to show that because of his dissatisfaction with the company responses he had shared his concerns with his local authority, Health and Safety Executive or with the Drinking Water Inspectorate.

11. I note that the company has responded on several occasions to the customer's queries, and I can see that he has expressed dissatisfaction with the responses. I also note that CCWater has returned on several occasions to the company advising of the customer's discontent with its answers to his questions.

12. Finally, on 17 December 2020 the company issued a definitive reply to all the customer's questions and I note that CCWater recorded on 22 December 2020 that it was satisfied that the company had now reasonably but fully addressed the customer's concerns.

13. From my reading of the various documents submitted I can see that the company has stated that it has no health and safety concerns over the use of asbestos cement pipes in its water supply network. The customer disagrees but does supply any evidence to support his position.

14. Similarly, the company says that its network is fit for purpose and complies with the guidelines of both WHO and DWI who have both approved the use of asbestos cement pipes for water supply. Again, the customer has not submitted any

documentary evidence to indicate he does not agree with the company's position.

15. I am also satisfied that customer has not supplied sufficient evidence to support his complaint and to show that the company is incorrect in its position. I find that the claim does not stand, and I shall not direct the company to replace its asbestos cement pipes.

16. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person.

Preliminary Decision

- The Preliminary Decision was issued to the parties on 08 April 2021.
- The customer submitted comments on the Preliminary Decision on 15 April 2021. The customer reiterated his position regarding the actions of the company, and the belief that the existing pipework is unsafe. The submitted comments will not be addressed specifically. The customer did not supply any input to change the outcome of the Preliminary Decision.

Outcome

1. 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 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.

- 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.

Peter Sansom
Adjudicator