

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X250

**Date of Decision:** 07/05/2021

#### Party Details

**Customer:** The Customer

**Company:** X Company

#### Complaint

The customer has a dispute with the company about low water pressure at her property. The customer says that the problem has been ongoing for several years and despite numerous complaints to the company the problem still exists. The customer says that because of lack of assistance from the company she was forced to install a Megaflow system so as to receive pressurised water. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company's customer service be reviewed, and the company be directed to refund the sum of £3,000.00 for the installation of the Megaflow system.

#### Response

The company states that it had no contact from the customer concerning low water pressure at any time prior to September 2020. The company contends that it had no prior knowledge of the customer's intention to install a Megaflow system and that she has not proven that any of its assets caused low pressure. The company rejects it provided poor customer service and declines to refund the cost of the Megaflow system. The company has not made an offer of settlement to the customer.

#### Findings

I am satisfied the company acted reasonably in its dealings with the customer and has taken her complaints seriously, and thus I find no customer service failings. I further find that the customer has not established that the company's water supply pipe was responsible for low pressure and that she installed the Megaflow system without any prior assistance or advice from the company. 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 07/06/2021 to accept or reject this decision.

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## Case Outline

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

The customer's complaint is that:

- She has experienced an ongoing dispute with the company concerning low pressure on her water supply. The customer says she paid £3,000.00 for equipment to improve the pressure but the company refuses to reimburse the cost. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- Her property had experienced low water pressure for several years, and she believed it was because of a problem with the communication pipe that carries water from the mains to the property boundary.
- Sometime in 2018 the company was requested to assist with solving the ongoing problem of low pressure but did not do so.
- Also, on 02 June 2018 the company undertook works to replace the communication pipe at a neighbouring property. The customer says the company was requested at the same time to replace the communication pipe to her property but declined to do so.
- Failing to receive any assistance from the company, she purchased and installed a Megaflo system at the property at a cost of £3,000.00.
- Subsequently, in September 2020 she contacted the company again over the low-pressure problem and it sent an engineer to attend upon her property on 14 September 2020. The customer states the engineer informed her that the company does not carry out replacement of communication pipes unless specifically requested by customers. The customer states that she has asked on several occasions.
- The company responded to her 07 October 2020 and stated that it has no record of any complaint regarding low pressure prior to her complaint in September 2020. It also asked to be provided with details and costs of installing the Megaflo system.
- In November 2020 the company advised her that as it had no record of any prior complaints over pressure and thus had not been given any opportunity to check the pressure in the communication pipe it would not reimburse the cost of the Megaflo system, deeming it a decision of the customer's own choice.
- Believing the company had not properly addressed her concerns the customer, on 25 November 2020, escalated her complaint to CCWater who took up the issue with the company on her behalf. The customer records that CCWater contacted the company and requested more detailed information from it and to review the customer service provided.
- She acknowledges that the company responded to CCWater but notes it stated that replacement of the communication pipe at the neighbouring property was done because the pipe was lead and not because of pressure complaints.
- On 21 December 2020, the company issued a detailed response to the CCWater requests for

information in which it stated that it has checked its records and cannot find any complaints from the customer regarding low pressure prior to September 2020. It stated it had not received any evidence to show the Megaflow system was necessarily installed because it had not replaced the communication pipe in 2018. As a result, the company said it would not reimburse the cost of the Megaflow system but did offer £100.00 as a goodwill gesture. • Subsequently on 22 December 2020, CCWater informed to her that it believed the company had now addressed to a suitable standard all the points she had previously raised. CCWater confirmed that it could not take any further steps to alter the position of the company. • 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 14 January 2021, referred the matter to the WATRS Scheme where she requests that the company be directed to reimburse the £3,000.00 cost of the Megaflow system and for the adjudicator to review the customer service provided by the company.

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

The company's response is that: • The company provided its response to the claim on 01 April 2021. • Its records show that the customer replaced her supply pipe in 2008. It states that its policy is to replace lead communication pipes if and after a customer replaces its own lead supply pipes. • It acknowledges that it replaced the lead communications pipe at the neighbouring property in May 2018. However, it says that the customer approached the engineers on site and requested that the lead communication pipe also be replaced at the customer's property, but no mention was made of a pressure problem. • The request by the customer to the engineer was recorded in the company system on 17 May 2018 but was treated as non-urgent. Following a review in January 2019 it was decided to close the job because no further contact had been received from the customer. The company acknowledges that it should have contacted the customer before closing the job. • It received no communications from the customer between 2018 and 15 September 2020 at which time she complained of low-pressure issues. The company says it sent an engineer to the property on 24 September 2020 who checked and found the water pressure and flow rate were both above the minimum levels the company is obliged to provide. • On 11 November 2020 it replaced the communication pipe at the customer's property and recorded that the water pressure remained the same but the flow rate had increased. • On 19 February 2021 the customer complained again of low water pressure, but its tests showed that pressure had not decreased since November 2020. The company asserts that this indicated that the communication pipe was not the cause of the low pressure. • The customer has not provided any information concerning the reasons for and cost of installing a Megaflow system despite the company requesting this. The company contends the customer has not submitted any evidence to support the position that if the communication pipe had been replaced in 2018 the Megaflow

system would not have been necessary. • In conclusion, the company notes that it is not responsible for the water supply once it enters the customer's property and the Megaflow system was installed inside the house. It further contends that it has provided pressure above the minimum required level both before and after changing the communication pipe. Additionally, it considers that it has reacted positively since being made aware of the problem in September 2020 and made all efforts to resolve the problem. The company does not believe it is reasonable for it to reimburse the cost of the Megaflow system.

### 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 failed, since May 2018, to identify and rectify the reason for low pressure on the water supply to her property.
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. The customer says that the problem with the low pressure has been ongoing since before 2018, although the company contends that its first record of a complaint from the customer is dated 15 September 2020.
4. The customer says that the company was requested in 2018 to replace the lead

communication pipe but failed to do so. The company contends that the customer did not make any official complaint regarding low pressure and that the request was made verbally to one of its engineers that was replacing the communication pipe at a neighbouring property. It understood the customer wanted a replacement because the in-situ pipe was lead.

5. I can see that the engineer logged the verbal request into the company system, and a job number was raised. I can further see that in January 2019 the job was closed because the customer had not followed up the original verbal request. I note that the company has recognised that it should have contacted the customer again prior to cancelling the job.

6. From the evidence supplied I am satisfied that the customer did not contact the company to complain of low water pressure between May 2018 and September 2020.

7. It seems to me that sometime during this period the customer installed a Megaflow system at the property. I cannot see any evidence submitted to indicate that the customer had sought any prior advice from the company before purchasing and installing the system.

8. I note that the company requested the customer in September 2020 to provide information regarding why she installed the system and to show a plumber's report and invoice for the system. I further take note that the customer has not supplied this information to the company nor with her application to the WATRS Scheme.

9. The company has stated that it is obliged by regulations to provide a water supply with a minimum 0.7 bar pressure and a minimum water flow of 9 litres per minute.

10. Following the customer's complaint about low pressure in September 2020 it tested the flow and pressure and obtained readings of 2.9 bar pressure and 13 litres per minute flow. I can see that these figures are above the minimum requirement.

11. Once it became aware of the complaint, and that the customer had replaced the lead pipes in the supply pipe section, it undertook to replace the lead pipes in the communication section on 11 November 2020. On 27 November 2020 the readings were 2.9 bar and 25 litres per minute. I take note that the water pressure was unchanged despite the replacing of the communication pipe.

12. I can see that on 19 February 2021 the customer again complained to the company of low water pressure. The company fitted a pressure logger to the pipe and recorded that during the period 23 February 2021 to 05 March 2021 the

pressure never fell below 2.5 bar.

13. Thus, I am satisfied that the pressure of water coming through the communication pipe has at all times been well above the required minimum of 0.7 bar and that replacing the original lead pipe has not rectified the customer's ongoing problem.

14. From my examination of the evidence provided I am satisfied that the customer has not established on a balance of probabilities that the communication pipe was the cause of the low pressure experienced in the property.

15. In respect of the Megaflo system I can see that the customer has not supplied any explanation as to why the system was installed. There is no evidence to show that the customer contacted the company before September 2020 to complain of low pressure and the customer has not submitted any report from independent third-party experts and has not submitted any invoices to confirm the value of work done. This is in addition to not establishing that the company asset (the communication pipe) was responsible for the low pressure.

16. The customer has requested that the company refund the sum of £3,000.00, being the cost of installing the Megaflo system. As I have noted above, I am not satisfied that the customer has established that the communication pipe was the cause of low pressure and therefore I find that she installed the system at her own discretion. I find the company is not liable to refund the claimed cost of the system.

17. The customer has requested in her WATRS application that the customer service she has received be reviewed.

18. I have seen no evidence that the customer complained to the company prior to 15 September 2020. Following this contact and complaint I can see that the company sent an engineer to the property on 24 September 2020, followed by a telephone call to the customer on 07 October 2020 where the company explained that it replaced the neighbour's pipe in 2018 because it was lead and not because of low pressure complaints.

19. From the timeline submitted I can see that following the telephone call of 07 October 2020 the company continued to communicate with the customer by both telephone and e-mail and I note it instigated contact on the following dates: 28 October 2020; 09 November 2020; 13 November 2020; 07 December 2020 and 22 February 2021.

20. As well as communicating with the customer, the company has also taken practical actions: on 11 November 2020 the customer's communication pipe was replaced and on 23 February 2021 a pressure logger was fitted to the boundary

stop tap.

21. Thus, on a balance of probabilities, I find that the company has taken the customer's complaints seriously and has responded in a reasonable manner. I have also taken note of the prompt response it made to the involvement of CCWater.

22. Thus, having reviewed the customer service provided to the customer I am satisfied, again on a balance of probabilities, that no customer service failings can be identified.

23. Overall, I am satisfied that the customer has not supplied sufficient evidence to support her complaint and to show that the company has not responded reasonably to her complaints.

24. 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 23 April 2021.
- Neither party submitted comments within the timescale set down under Rule 5.5.3. of the Rules of the Water Redress Scheme.

#### 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.

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**Peter Sansom**  
**Adjudicator**