

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X344

**Date of Decision:** 03/06/2021

#### Party Details

**Customer:** REDACTED

**Company:** REDACTED

#### Complaint

The customer claims that the company's pumps caused a pressure surge when its supply resumed following an unplanned water outage. This pressure surge has led to a failure of a shower control tap within his property. The customer wants the company to apologise and pay £476.28 for the replacement shower control tap and emergency plumber.

#### Response

There is no evidence that following the resupply to the customer's property, a pressure surge caused the customer's plumbing fixture to fail. The company's pumps are designed to have a slow start function to prevent pressure surges. The company has checked its data systems and models and can find no evidence of a pressure surge at either the pumps or the pressure recording locations surrounding the customer's property. Leaks on private pipework or fixtures are the customer's responsibility. Furthermore, the company has dealt with the customer's concerns efficiently and appropriately. The company has not made any offer of settlement.

#### Findings

I am satisfied that the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the water pressure on resupply to the customer's property.

#### Outcome

The company needs to take no further action.

The customer must reply by 01/07/2021 to accept or reject this decision.



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## Case Outline

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

• The company's pumps caused a pressure surge when his supply resumed following an unplanned water outage. • This pressure surge has led to a failure of a shower control tap within his property. • The customer is seeking the company to apologise and pay £476.28 for the replacement shower control tap and emergency plumber.

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

• There is no evidence that following the resupply to the customer's property, a pressure surge caused the customer's plumbing fixture to fail. • The company's pumps are designed to have a slow start function to prevent pressure surges. • The company has checked its data systems and models and can find no evidence of a pressure surge at either the pumps or the pressure recording locations surrounding the customer's property. • Leaks on private pipework or fixtures are the customer's responsibility. • Furthermore, the company has dealt with the customer's concerns efficiently and appropriately. • Accordingly, no sums are due to the customer regarding the water pressure on resupply.

## 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. This dispute centres on whether the company's pumps caused a pressure surge, damaging the customer's shower control tap.
2. The company is required to meet the standards set out in the Water Industry Act 1991, and 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 provide a supply of water for domestic purposes.
3. From the evidence put forward by the customer and the company, I understand that on 28 November 2020, there was a pump failure at REDACTED, causing a loss of water supply to the surrounding neighbourhood, including the customer's property. The pressure logs provided by the company show that the supply was restored shortly afterwards, with the pressure just below the previous operating pressure of between 2.5 and 3 Bar. The logs also show that the pressure increase was gradual, in line with the company's pumps slow start function.
4. The customer states that he had to call an emergency plumber shortly after the supply was restored to fix the shower control tap, which had started to leak and cut off valves that were seized. The evidence shows that the cost of repairs was £476.28 and that the customer's plumber believed the cause of the damage was a mains pressure surge.
5. On 29 November 2020, the customer contacted the company to complain about the water pressure and requested £476.28 for the repair of his shower control tap. I understand that following this complaint, the company investigated matters. However, it could not find any evidence of a pressure surge at either the pumps or the pressure recording locations surrounding the customer's property. Further discussions took place between the parties regarding the company's method and models used to establish whether a surge took place.
6. The company was of the view that the customer's shower tap had not been damaged as a result of the company's negligence, actions or excess pressure, and as such, any repair to the shower tap would be the responsibility of the customer. The customer was advised that the customer's own insurance policies may cover the cost.
7. However, the customer was unhappy with the company's position and, on 29 November 2020, the customer progressed the dispute to CCWater to resolve. The result of the CCWater investigation was that the claim fell outside of CCWater remit as the customer's claim was for damages. The customer remained unhappy, and on 10 March 2021, commenced the WATRS adjudication process.

8. Concerning whether the company's pumps caused a pressure surge that damaged the customer's shower control tap, as stated in The Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008, the company must supply a minimum level of water pressure of 0.7 bar. However, there is no maximum water pressure specified in the 2008 Regulations. Nevertheless, the company's Customer Service Standards state that "if significantly high water pressure causes any damage to your water fittings as a result of our negligence, we will pay for the cost of any repairs to these fittings".

9. On review of the pressure logs provided by the company, they show that the water pressure before and after the pumping failure fell between 2.5 and 3 Bar. I also note a gradual increase in pressure following the restoration of services after the pump failure. In general, most plumbing fixtures for domestic use are designed to withstand a maximum pressure of 5.5 Bar, and I cannot find any indication from the evidence provided that a surge occurred on the company's pipework which would have caused the pressure within the customer's pipework to reach or exceed this pressure. I note the age of the customer's shower tap, the customer's comments regarding the likelihood of failure at the same time as the resupply and the comments by his plumber regarding a mains water surge.

10. However, while I sympathise with the customer's position, there is no evidence that the company has been negligent or that the water pressure damaged the plumbing fitting. I note the customer's comments regarding the company's method and models used to establish whether a surge took place. However, the pressure logs show that no pressure surge took place which would have exceeded the previous supplied pressure. Whilst I am mindful that increased pressure could be experienced within a property due to trapped air, no evidence has been provided to show that this occurred or that it was the fault of the company. The evidence shows that the company investigated the matter promptly and found no pressure surge from its pipework or pumps, which would have caused damage to the customer's plumbing fittings.

11. On review of the evidence, I find that I agree with the company's comments that it has thoroughly investigated whether a pressure surge occurred, and it has not been negligent. Therefore, 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. Accordingly, this aspect of the customer's claim fails.

12. 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 no pressure surge occurred, which would have damaged the customer's plumbing

fittings. Furthermore, on review of the various correspondence, I find 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.

13. The customer has provided comments on the Preliminary Decision concerning the evidence supporting his claim of a pressure surge and the technical aspects surrounding the pressure surge. After careful review of the customer's comments, I find that they do not change my decision that the company has not 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.

14. In light of the above, I find the evidence does not prove that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the customer's water pressure and the failure of the customer's shower tap.

### **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.

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**Mark Ledger**  
**Adjudicator**