

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X586

Date of Final Decision: 19 October 2021

#### Party Details

Customer:

Company:

#### Complaint

The customer complains that they were caused unnecessary expenditure on their internal plumbing in consequence of an inaccurate statement by one of the company's technicians that the reason for low water pressure was due to a private internal plumbing issue. They say the fault was due to a defective non-return valve (NRV) in the meter that the company failed to detect and which led to damage to their boiler. They claim compensation of £2,586.00 for the reimbursement of private plumbing works and a direction that the company should change its practices to prevent the same issue affecting another customer.

#### Response

The company says that the customer made a complaint of low water pressure in August 2020, which was investigated by the company and found to be in excess of Ofwat and company standards. The company found that there were faults in the customer's internal plumbing including the boiler and recommended that the customer should take action. The company would not reasonably have been expected to check whether the NRV was undamaged. In January 2021, the customer complained of no water pressure and the NRV was found to be fractured. There is no evidence that this had been the cause of the problem in August 2020 and the company did not fall short of expected standards in failing to inspect at that time.

#### Findings

I find that it is possible that the NRV was damaged in August 2020 but I also find that, as the water pressure was satisfactory and there was a problem with the plumbing in the customer's house, the company would not reasonably have been expected at that stage to take the meter apart to look at the valve. There is no persuasive evidence that the fault in the NRV led to the fault in the boiler. Moreover, in giving advice to the customer to check his own plumbing, the company gave accurate advice about the presence of a fault and it did not assume responsibility for the financial consequences of the customer's decisions based on that advice. This I find to be so even if there was no fault in

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

the meter. I find that the company has not failed to supply its services to the correct standard.

Outcome

The company does not need to take further action.

# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ X586

Date of Final Decision: 19 October 2021

## Case Outline

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

- The customer experienced a drop in water pressure in August 2020. The company attended and confirmed that the pressure met minimum standards. It was suggested that the customer undertook a survey on the internal plumbing of his home.
- Private plumbers carried out works for £90.00 that did not improve the situation. In early January 2021, another private plumber carried out works in the sum of £2,568.00 which also did not improve the situation.
- On 23 January 2021 another significant drop in pressure was experienced and the customer contacted the company. That evening, the company identified that the non-return valve (NRV) was broken and that pieces were intermittently blocking the pipe. A temporary fix was put in place.
- On 28 January 2021, a permanent repair was completed with a full replacement of the water meter and box
- The customer now believes that the original issue in August 2020 was caused by the broken non-return valve which the company should have identified when first reported.
- The customer asks for reimbursement of the plumbing costs and a review of the company's procedures to stop this from happening to others. The customer therefore says the company should pay compensation of £2,586.00 for the reimbursement of private plumbing works

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

- The works carried out by the customer's private plumber, as assessed by an independent engineer, did not directly relate to improve cold water pressure issues, or works for which the company would have been legally responsible. These were modifications to the hot water system (and general servicing, rationalising of plumbing), whereas the company's cold-water supply was the identified issue following a low water pressure call out on 25 January 2021. This issue was identified and remedied promptly.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

- It is noted that the private plumber did not wish to engage with the company's appointed loss adjusters to explain the scope of works carried out, the advice given, and subsequent instructions received by the customer.
- The company is required to provide a minimum water pressure at the cold water main of 1.0 bar. In relation to legal liability, this is not a case where section 209 of the Water Industry Act 1991 imposes strict liability. There was no escape of water from the company infrastructure.
- The company says that on 26 August 2021, a thorough investigation was carried out by taking both internal and external flow and pressure readings. The readings led the technician to believe that there were no issues at the time due to there being 3 bar pressure and 25l/m-flow at SEW's outside stopcock. There was also 2.2 bar and 15l/n-flow at the customer's outside tap. The most likely cause of the difference between the pressure and flow readings would be the customer's internal plumbing causing the drop from the external stopcock to the outside tap.
- It is believed that the low water pressure incident on or about 20 August 2020 was a result of a local distribution network event, which was resolved at that time, but a recommendation was given for the customer to investigate variation of water pressures within the property, which did not reflect the available water pressure from the cold water main but appeared to relate to their hot water heating and internal plumbing.
- The company notes that 2.2 bar and 15l/m is more than adequate for domestic properties and exceeds regulatory minimum standards. There was no reason to suspect there was an issue with the water meter and NRV at the time of this visit (because the measured water flows exceeded minimum standards). There is in fact no evidence that any fault with the NRV existed at that time. 'The NRV is designed to stop flow coming from the customer's private plumbing, and not to prevent flows going in the opposite direction.
- That the defective NRV did not exist before January 2021 is supported by the fact that the private plumbing works carried out in the interim did not identify any issue with incoming cold water main pressure. No contact from the customer occurred between 30 September 2020 and 23 January 2021, which supports the company's position that the NRV was not an operative issue as at September 2020, or could have been reasonably identified as such.
- In early January 2021 the customer employed a private plumber, the instruction and full scope of works have not been disclosed to the company, but would appear to have simplified their internal pipework, replaced all isolation valves and cleaned and refurbished their boiler. The customer confirmed these works did improve their flow and pressure for a while and their hot water did significantly improve. The notes that the company made at the time are not consistent with the customer's later application to WATRS.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

- The company's insurer appointed an independent engineering consultant. This was not to undermine the customer's integrity, but to present the findings that improvements to the customer's hot water system did not technically correlate to the NRV issue that occurred in late January 2021.
- In relation to the actions which may have led to the inconvenience and distress suffered by the customers, the company submits that it attended promptly, carried out investigations thoroughly and appropriately in. It would not have been appropriate to remove and inspect a water meter and associated equipment every time a low water pressure report is received. This would be impracticable and costly, especially in circumstances when there was no factual reason to do so. The advice given at that time (in August 2020) that a problem most likely existed with their internal hot water plumbing, was based upon observed fact and correct. The customer subsequently improved that internal hot water system (which resolved that particular issue), and it was entirely co-incidental that the water meter/NRV failed a couple of weeks later.
- The company denies liability for the claim.

### How is a WATRS decision reached?

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

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. 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.

I also make clear that in reaching my Final Decision, I have taken into account the customer's comments on my Preliminary Decision dated 4 October 2021. The company has made no comments on the Preliminary Decision.

***This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.***

## How was this decision reached?

1. The customer has expressed his claim in this way:

*We undertook significant plumbing works in our property in an attempt to reinstate the water flow in our property to the level it was at prior to first time we had a problem in August 2020. This was undertaken, in good faith, on the understanding that SEW had inspected their infrastructure and advised the cause of the problem was “a private internal issue”. It was subsequently identified, just a few months later, that there was an issue with SEW’s infrastructure and they have now confirmed, in their evidence, that they failed to inspect the Non-Return Valve. We therefore contend that the work we undertook was either not required at all or was required because SEW’s broken infrastructure caused damage to our property. We firmly believe that SEW did not take appropriate action to identify the root cause of an intermittent fault at our property that generally reduced the water flow available and on occasion reduced it to a trickle.*

*We contend that in August 2020, the Non-Return Valve, that was identified as broken in January 2021, was already likely broken, affecting the water flow to our property. We further contend that it is likely that pieces of the broken valve caused damage to our hot water system necessitating the repair to our combination boiler.*

2. The following questions arise:

- a. Did the company advise the customer to undertake private work to improve the water pressure?
- b. Was the NRV broken in August 2020?
- c. Why was work undertaken by the customer?
- d. Is the company liable the financial consequences of its advice?

3. The background relevant to these questions is as set out below:

***This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.***

- On 20 August 2020 a call was received by the company from the customer to say they had lost most of their water pressure. The company's agent explained that an incident that was taking place in their area. This was passed to the company's technical team for further review.
- The same day, the customer rang again to say that the water pressure was still low after the incident and they were unable to use their combi boiler. The company raised a job to carry out checks.
- On 21 August 2021, the customer called the company advising that they had checked for leaks and had found none. They said that flow and pressure was satisfactory on the previous night but had worsened again in the morning. The company advised trying the stop tap test to remove any trapped air within the pipework, however the customer asked for a visit.
- On 21 August 2020, a site visit was arranged for 26 August 2020. On 26 August 2020, a flow and pressure test was carried out internally throughout the property. The results were that pressure exceeded the company's minimum standard of 1.5 bar of pressure. The technician reported that it appeared to be an internal issue as the hot supply was weak and there were variations in pressure throughout the house. A card was left detailing results of the visit.
- On 7 September 2020, the customer was surveyed for comments on the service provided during the technician's visit. The customer scored the site visit at 10 out of 10 and confirmed that the engineer was extremely pleasant and helpful.
- On 30 September 2020, the customer emailed the company. The customer explained that following the company's advice she consulted a professional plumber. The plumber asked her to contact the company to increase the pressure as he believed this had been reduced by the company.
- An email was sent by the company to the customer, apologising that they were having pressure issues. The email stated that, based on the company's findings in August 2020,

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

the company would not look to increase the pressure as it was supplying above the minimum standards determined by Ofwat and the company. The company also told the customer that if there was a larger scale issue and others in the area were experiencing low pressure then the company would look at the valves on the main to see if it would be possible to alter them without causing faults on the network. It was confirmed that at this stage the issue would still be classed as a private internal issue.

- No further contact occurred until 23 January 2021. The customer then told the company that she had had issues in the past with low pressure and had had remedial work to fix this. The customer had turned the tap on that morning in the kitchen and the water pressure had dropped to a trickle. It was confirmed that her immediate neighbour's pressure appeared satisfactory. The company confirmed there was no known incident in the area and the details were passed to the technical team.
- A further call was received on 23 January 2021. The customer said that they had had low pressure all day but then had no water. This information was added to the previous notes passed to the technical team. A short time later, the company returned the call to say that there was an incident in the area that was affecting the water supply. Details of the incident were given to the customer who said that they were quite far from the incident in question.
- A further call was received by the company from the customer that evening. The customer said that the incident post code they were given was not close to their home. The company confirmed it would arrange for a site visit and a job was raised internally. That day a technician attended. The technician confirmed that the customer's NRV in their meter was broken which is what was causing the problem. He was unable to remove the NRV at the time of this visit, therefore he removed the meter and fitted a cap which temporarily solved the issues. The customer says that about this time, they were told that pieces of the NRV were intermittently blocking the pipe. The technician confirmed he would return on Monday and replace the NRV.
- On 24 January 2021 the customer called the company to say that they were still unhappy due to ongoing low pressure at the property. The customer wanted to make a complaint,

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*



saying that they have had to spend a lot of money to repair their internal pipework to resolve the low-pressure issue, whereas the technician had later advised that the fault was due to the company's equipment.

- On 25 January 2021 a technician attended the customer's property to remove the NRV, however he was unsuccessful. The company therefore raised a job for a new meter to be fitted instead. A call to the customer to follow up on the technician's visit was made.
- The new meter fitting was then scheduled for 28 January 2021 and the customer was informed that all works would be completed.
- A written complaint was received via email on 30 January 2021.

4. In reaching my conclusions in this case, I bear in mind that adjudication is an evidence-based process, and it is for the customer to prove that the company has fallen short of the expected standard.

Did the company advise the customer to undertake private work to improve the water pressure?

5. It is common ground that the company gave the customer advice that it was likely that the problem that they were experiencing was internal. This is reflected in the technician's note which says that it appeared there was an internal issue, as there were variations throughout the house and the hot water supply was very weak.
6. I find that the customer has submitted no evidence that the company's technician gave incorrect advice that the customer's plumbing, including its hot water system, was operating in a substandard way and I find that it was a matter of concern that there were variations in pressure throughout the home. I do not find, therefore, that the company fell short of expected standards in advising that the customer should investigate their private plumbing at this point when, at the meter, the water appeared on testing to be at the correct pressure. Even if there was at that time a fault with the NRV, I find that the company had given plausible and evidence-based advice that the internal plumbing required attention.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

## Was the NRV broken in August 2020?

7. It is notable that the customer says that the NRV “was already likely broken” and that “it is likely that pieces of the broken valve caused damage to our hot water system necessitating the repair to our combination boiler”. It is notable, however, that the customer’s belief in this likelihood is not supported by any direct evidence or expert evidence as to the presence of a breakage in August 2020, save that the customer says that they were told by a technician attending their property in January 2021 that the NRV may have caused damage to the boiler.
8. I find that there is no evidence that damage to the boiler had been caused by disintegration of the NRV before August 2020. The customer has said in statements made in this adjudication that before it contacted the company in August 2020, the water pressure in their home had been normal (even though the plumbing was in fact found to be defective). I find that there is thus no supporting evidence for the customer’s argument that pieces of the NRV had already caused damage to the customer’s system.
9. The customer therefore relies on inference from the surrounding circumstances. The breakage in January 2021 was, the company says, a matter of coincidence. It acknowledges that the NRV was not checked in August 2020 but says that there would have been no reason to do so. I find that it is at least possible that the NRV was broken in August 2020 as the evidence suggests that the issue was limited to the customer’s home. I also find that no inferences can be drawn from the fact that between September 2020 and January 2021 there was no contact from the customer, because it is common ground that the customer had been told that the problem was “a private internal issue”. The customer would therefore have had no reason to contact the company under these circumstances until they had exhausted their own options to resolve the issues. Moreover, it is notable that the contact that occurred in September 2020 involved a further concern about the water pressure. The company acknowledges that the customer let the company know that the plumber had asked for an increase in pressure as he believed that the pressure had been reduced by the supplier. This, I find, bears out that the pressure inside the customer’s home continued to be low after the pressure testing in the previous month and the customer says that the pressure fluctuated.
10. However, as the NRV was not inspected there is no direct evidence of breakage in August 2020 and the customer’s experience is also potentially consistent with a gradual breakdown in the

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

state of the valve between August 2020 and January 2021. It is notable that this was a period of approximately five months due, the customer explains, to the pandemic and to the need for the customer to undergo two surgical procedures. Although, therefore, I find that it is possible that the valve was broken in August 2020, the customer has not established on the balance of probabilities that this was so.

11. Moreover, I find that even if the NRV had been broken in August 2020, it does not follow that it would have been reasonable for the company to have investigated the NRV at that time. The company has provided evidence that the water pressure at the point of supply was at a satisfactory level. The most probable explanation at that time for a problem was, therefore, not a failure of the valve at the meter, but a problem in the plumbing system that was failing to deliver the expected pressure. While I note the customer's position that the NRV could have been checked, I also bear in mind that the company has to provide an affordable service to a very large number of customers; its procedures, policies, decisions and operatives' conduct are likely to be based on the reasonable need to balance an individual customer's concerns with the company's overall resources and priorities of its wider customer base. I find that this is the service level that an individual customer would reasonably expect. The company says that checking the meter would have been "impractical and costly" and, although the customer says that this would have been straightforward, I find that the company would not reasonably have been expected to spend time and resources to look for a defect that at this time it reasonably believed to be due to another cause.

12. Finally, I add that there is no clear evidence that there were pieces of the NRV that made their way into the customer's hot water boiler and prevented it from working in January 2021. The boiler was not working well in August 2020 and the repair did not happen until much later. Even though this happened at a point quite close to the discovery in January that the NRV was damaged, this state of affairs has not been borne out by any statement or confirmation by the plumber who reconditioned the boiler. Moreover, although the customer says that they were told this by a technician and there is no reason to doubt it, there is also no reason to conclude that the statement was other than speculation by the technician. It is improbable, I find, that the technician formed a concluded view about the cause of damage to the boiler because the boiler had already been repaired and there is no evidence that he had inspected it. Furthermore, no such statement has been written in the company's records.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

13. Overall, I find that, the customer has not proved that the company failed to supply its services to the correct standard in either August 2020 or January 2021.

Why was work undertaken by the customer?

14. I find that there is clear evidence that the customer undertook works to his plumbing supply as a consequence of the advice given by the company. The customer says that following an initial action by a plumber, another plumber over three days replaced large sections of the cold water supply pipework, changing the 15mm pipework to 22mm, replacing all isolation valves to those with more capacity, simplifying the pipework where possible and cleaning and refurbishing the boiler. The customer says that this work resulted little improvement in the fluctuations in the cold-water supply but did significantly improve the hot water supply.

15. I find that there was nothing unreasonable in the company asking the customer to check the operation of their own supply especially when, as indicated above, the internal plumbing arrangements were substandard. In so doing, I find that it is probable that the customer's plumber advised the work that was desirable: I find that it is improbable that the plumber would have advised this work if the only issue was low water pressure entering the customer's system. I find, therefore, that the work done was, overall, in the nature of an improvement.

16. I find that an average customer would not reasonably expect the company to pay for improvements to the private plumbing of one of its customers.

Is the company liable for the financial consequences of its advice?

17. The customer has made an allegation of negligence. While I record that the WATRS scheme does not decide questions of negligence (which are questions for the courts to determine) I also note that the mere expression of an opinion which leads to financial loss does not ordinarily give rise to liability in negligence unless there is an assumption by the advisor of responsibility for the consequences of that loss.

18. I find that it is fair and reasonable to assess the customer's claim in an analogous way.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

19. In consequence, I do not find that the company has assumed responsibility in this case. I find that an average customer would reasonably expect that the advice given by the company's technicians in August 2020 was intended to assist the customer to resolve a problem which, in the face of uncertainty about the cause of the problem, it reasonably appeared at that time it would be for the customer to resolve. It was then the customer's choice whether or not to make expenditure on actions intended to remedy the problem.

20. I find that, viewed objectively, an average customer would not reasonably interpret the situation as one in which the company was agreeing to be responsible for the decisions that the customer might take following receipt of the advice that the problem was likely to be in the customer's domestic plumbing – indeed the opposite; I find that the advice given by the company that the problem was likely to be “a private internal issue” made clear that the company was expressly not assuming responsibility for the issue or its financial consequences. Furthermore, I am satisfied that an average customer would not reasonably expect that the company would assume such responsibility.

21. It therefore follows that I find that the customer has not proved that the company is liable to compensate the customer for their expenditure on their domestic plumbing.

### Conclusion

22. Overall, therefore, I do not find that the customer has proved that the company has fallen short of the standards that an average customer would reasonably expect in continuing to refuse to pay compensation to the customer. I find that the customer has not proved that the company is liable to provide the remedies that the customer asks for.

#### **Outcome**

The company does not need to take further action.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*



*Claire Andrews*

Claire Andrews, Barrister, FCI Arb.

**Adjudicator**

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

**[www.WATRS.org](http://www.WATRS.org) | [info@watrs.org](mailto:info@watrs.org)**