

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X624

Date of Final Decision: 11 November 2021

Party Details

Customer: The Customer

Company: The Company

Complaint

A pipe burst in the customer's kitchen when the company was digging up the road outside her house in order to remedy high water pressure. The customer's plumber and a member of the company's staff both said that the high water pressure had caused the damage; however, the company denies that the pressure was high and will not accept responsibility. The customer would like the company to apologise and pay unspecified compensation for the damage.

Response

The water industry guidelines state that water pressure should not exceed 10 bar. During the period when the customer suffered a burst pipe, the peak pressure at the customer's property was 8.4 bar. Therefore, it cannot accept liability for the damage to the customer's kitchen and suggests that she refers the matter to her household insurer.

The company has not made an offer of settlement.

Findings

The evidence shows that, on the balance of probabilities, high water pressure did not cause the burst pipe in the customer's kitchen. Therefore, I do not find that the company has failed to provide its service to the standard reasonably expected by the average person and the customer's claim does not succeed.

Outcome

The company does not need to take any further action.

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Case Outline

The customer's complaint is that:

- She had a burst pipe in her kitchen when the company was digging up the road outside her house in order to stop high water pressure, and it caused considerable damage to her kitchen.
- Her plumber said that the burst had been caused by high water pressure. She invited a member of the company's staff into her kitchen to see the damage and they agreed that the high pressure had caused the burst pipe, then they gave her a telephone number to ring in order to submit a claim.
- Her next door neighbour and three properties across the road have also had problems; one neighbour turned his tap on and it blew off in his hand and there was a burst in the road. Despite this, the company says that the pressure was not high and it will not accept responsibility for the damage.
- If the water pressure was not high, she questions what caused the damage and why the company has spent so much trying to reduce the water pressure in her area. The company has even admitted that it has spent over £200,000.00 trying to remedy leaks and water pressure issues, so how can it claim there was no problem with high water pressure?
- She would like the company to pay compensation for the damage. She would also like the company to apologise as she has been writing back and forth for four months and the repairs to her kitchen are still not finished.

The company's response is that:

- In a typical distribution network, pressure can vary dramatically between pumped and gravity fed systems. It is necessary to monitor the distribution network in order to demonstrate compliance with statutory requirements and to identify areas which are prone to low or excessive pressure. It does this by fitting monitors at various points throughout its network called Critical Monitoring Points (CMP).

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- Recorded pressure profiles enable it to manage its network more effectively and have many benefits; maintenance of agreed service levels, traceability of low pressure or “no water” events, early indication of issues or bursts in the network, improved customer satisfaction, reduced pressure fluctuations resulting in a calmer network, and extended asset life.
- Water pressure is a measure of the force of the water moving through water pipes. Water pressure is measured in bars, with 0.9806 bar being the force needed to raise water to a height of 10 metres. While there is no regulated upper limit for water pressure, the industry guidelines are that it should not exceed 10 bar and that domestic plumbing should be capable of withstanding pressure of up to 10 bar.
- The customer believes that the work it was doing in the road opposite her house on its water main caused a spike/surge to her internal water pressure, leading to an internal leak in her kitchen, which then damaged her kitchen units. She is unsure when the spike/surge occurred but has advised that she became aware of her internal leak on 7 May 2021.
- Its records show that on 27 April 2021 it was working in the road to repair two leaks on its water main. During the repairs, the water pressure was closely monitored and it has attached a water pressure graph in evidence to show this.
- As the customer is unsure of the date her leak started, it has included the full period from 1 April 2021 to 14 May 2021. The evidence shows that the daily peak pressure at the CMP stayed consistently at around 6.3 bar, but 2.1 bar has to be added to this value to allow for the difference in elevation between the customer’s property and the CMP. This means that during the relevant period, there would have been a peak pressure at the customer’s property of 8.4 bar. While this is in the higher range, it is still below the recommended 10 bar.
- It has advised the customer that it cannot accept legal liability for the damage to her kitchen and instead it has suggested that she refers the matter to her household insurer. It has also suggested that if she has on-going concerns about her internal fittings, she may want to consider asking her plumber to install a pressure reducing valve.
- It has followed all its policies, processes and legal and regulatory requirements while dealing with the issues the customer has raised and, while it is very sorry for the upset and inconvenience she has suffered, it does not believe that it has failed to provide its service to the standard to be reasonably expected.

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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.

How was this decision reached?

1. The customer's claim is based on her belief that the burst pipe in her kitchen was caused by high water pressure, and she explains that this issue had been a problem for some time for herself and her neighbours. The customer states that the company was carrying out considerable work to remedy the high pressure problem in her area, and her burst pipe occurred when the company was digging up her road to lay new pipes as part on this on-going work. The customer also states that her plumber and an employee of the company agreed that high water pressure had caused the burst pipe and advised her to make a claim.
2. While the evidence demonstrates that the company was doing work near the customer's property around the time the pipe burst, in order for the claim to succeed, the evidence must also show on the balance of probabilities that the work the company was carrying out caused the customer's burst pipe, or the company caused the burst pipe in some other way.
3. Having reviewed all the evidence provided by the parties, particularly the water pressure data provided by the company, I accept that the water pressure at the customer's property remained below the recommended 10 bar during the relevant period. Therefore, on the balance of

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probabilities, I find it unlikely that the water pressure caused the burst pipe in the customer's kitchen, and there is no evidence to show that the company caused the damage in any other way.

4. In view of this, I do not find that the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to accept responsibility for the burst pipe. Therefore, while I appreciate that the customer will be disappointed by my decision, the claim for compensation and an apology does not succeed.
5. Following the preliminary decision, the customer provided some additional comments for my consideration. Most of these comments relate to matters I have already considered as they were raised in the customer's application form and, therefore, there is no need for me to consider them further. However, the customer also questions the reliability of the water pressure data provided by the company on the basis that the company cannot be sure the water pressure was not high on the date her pipe burst because she does not know exactly when that was. While I understand the customer's point, as the customer was not able to supply the specific date the pipe burst to the company, the company provided water pressure data from 1 April 2021 to 13 May 2021 and, on balance, I find this a reasonable approach to take in the circumstances. I understand that the outcome of my adjudication is not what the customer hoped for, however, the evidence provided to me does not support the customer's claim on the balance of probabilities and my decision remains unchanged.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 25 November 2021 to accept or reject this 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.

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- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.

K S Wilks

Katharine Wilks

Adjudicator

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