

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X778

Date of Final Decision: 12 April 2022

Party Details

Customer:

Company:

Complaint

The customer (who is vulnerable through disability and dyslexia) complains that, during investigations of a leak the company told her to dig a trench through her porch to enable the company to connect the mains water supply in a replacement pipe that it would supply from the mains to the edge of her house. The company has not supplied this. The customer says that she has incurred wasted expenditure and asks for an apology and explanation.

Response

The company says that it did not promise this. It says that technicians were sent to find a leak that was difficult to locate at the customer's property and that it was the customer's responsibility to repair. Although the provision of a connection to the edge of the property was a matter that could have been considered by the company, it was not authorised by the company or agreed to by the company and the customer.

Findings

I find that it is improbable that the technician who attended the customer's property to carry out a survey would reasonably be understood to be authorised to offer to carry out exceptional work. An average customer would also reasonably expect this work to be subject to formalities such as agreement in writing before work could be done by the company on the customer's property. This did not occur, and I find that, on balance, it is likely that the customer misunderstood what the technician was saying. Although the customer may therefore have incurred unnecessary expense, it does not follow that the company is liable.

Outcome

The company does not need to take further action.

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Case Outline

The customer's complaint is that:

- The customer, who says that she is dyslexic and disabled and is a priority customer of the company, experienced difficulties that arose when the company suspected that she had a water leak.
- She says that the company notified her over a water leak at her property but then she experienced difficulties obtaining help from the company. She complains about poor customer service and the company's failure to make compensation for leaving her for a long period with a dangerous trench in her garden that the company had asked her to dig.
- The customer accepts that the company has since provided her with a leak allowance to cover the period of high consumption in the sum of £69.60 but says that she has also suffered losses while waiting for the re-connection.
- The customer's claim has been dealt with by the company's insurers, but the claim was denied.
- The customer asks for an apology and compensation.

The company's response is that:

- The customer had a proven leak on her supply within her property boundary which was under 10 litres per hour. She alleges that she incurred costs totalling £8,145.00 which even though on her WATRS Application she has stated "0" by way of compensation, the company understand that the customer wishes to claim in this amount.
- The company says that it has Customer Side Leakage Code of Practice which sets out who is responsible for leaks on the various parts of water supplies and also outlines the company's goodwill offer to repair leaks on external supply pipes within a customer's boundary within certain terms and conditions outside of our PMP process. This does not extend to any repairs once the pipework crosses into the home itself so in these circumstances customers are advised that they must engage with a private contractor or their home insurance company. All costs will be borne by the owner of the property for the repairs to be carried out. If there is a

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leak on the supply pipe between the boundary of the property and where the supply pipe enters into the property, the company will generally fix the leak free of charge as a gesture, but eligibility criteria must be met. The company will also consider a leak allowance under the Leak Allowance Policy, to remove any charges specific to the leaked water and the increase in bills. As the customer was registered for priority services, the company may have been willing to assist her under its leakage policy outside the process of progressing to metering under which the customer is provided with comparison bills for a two-year period. This would be entirely at the company's discretion and depending on the circumstances at the time.

- However, the company denies telling the customer that she needed to construct a trench through her porch.
- The company says that it has already conducted a customer service review and the customer has received compensation of £89.00 for the time taken to resolve her complaint and the number of times she has written to the company.
- The company denies that it was liable for any of the alleged issues.

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 have taken into account the customer's comments on my Preliminary Decision (for which an extension of time was granted). Having reflected on these, however, the outcome is unchanged.

How was this decision reached?

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1. The customer complains about poor customer service and the company's failure to make compensation for leaving her for a long period with a dangerous trench in her garden that she says that the company had asked her to dig. She moved out of her home while the trench was in place and incurred costs when the trench was dug.
2. I find that the documentation submitted in this claim shows that, in summary, the following happened.
 - The customer says that in 2017 the company installed a water meter and the customer had a cooling off period for two years. She says that the company should have switched her meter on at that stage in order to check that there was no leak on her supply, but this this not happen.
 - In May 2021 the company left a voice message for the customer to say that it wanted to speak to her and stated that she would be sent a letter. Seven days later the customer received a letter from the company dated 5 May 2021 stating that her smart meter readings showed that she had a leak at her home of about 9 litres per hour. The letter said that she had to resolve this within 6 weeks. The customer says that she called the number provided but this was not picked up or, if it was, the individuals to whom she spoke did not know anything about the leak. The customer therefore sent an email. On 10 May 2021 she said that she had been on the phone for an hour and had only received a voice recording that she was next in the queue.
 - On 28 May, the company says that its CSL Team told the customer that it had no work on any of its systems to investigate a leak at the customer's address and as such, she would need to progress her concerns through its PMP (Smart Metering (SM)) Leakage Team if she was not going to get the leak repaired using her own plumber.
 - The customer says that her plumber checked on three occasions but was unable to find the leak.
 - Meanwhile, on 24 June 2021, the customer received a letter from the company stating that the water meter comparison period had come to an end, and she would now receive metered bills. The customer called back and the company told her that somebody would come to check for a leak in her property and to give advice on how to save water.

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- That person attended on 1 July 2021 and said that he could not find an internal leak and would send somebody else out to carry out a survey.
- An email was sent by the company on 13 July 2021. A document submitted by the company suggests that a visit occurred on that date and found that 8 – 10 litres of water per hour was passing through the meter. The customer says that this had been known about since May and that there was no visit on that date, Either way, it was suggested that a technician should be sent to check for internal leaks, but as this had already happened, no technician was sent by the company.
- The company then sent the customer a priority letter, to which the customer says she replied stating that she was becoming stressed. She received a response on 22 July 2021 stating that the threshold for the company's involvement with leak investigation was 10 litres per hour. The customer emailed back and said that she wanted someone to look into the fact that she could not find the leak and she wanted help. She spoke to the company and explained the situation again and the company said that it would raise a works order after the customer sent in her plumber's report. The company says that it agreed to this taking into account the customer's vulnerable status.
- The customer sent in her plumber's report on 2 August 2021. The company booked this in for work and after contact from the customer again on 15 August 2021, the company says it let the customer know of the proposed date on the following day. The customer says she received a call back on 20 August 2021 to book a surveyor to come and find a leak. The appointment was for 24 August 2021.
- The customer says that the person who attended told the customer that the company should have switched on the meter when it was installed to check for leaks and (2) that the customer should change the lead pipe which fed water to her home from the mains. She says that the company's surveyor also advised that she had to do the connection with a blue pipe internally and the company would connect from outside her front porch to the water meter free of charge. This was the first that the customer knew of the lead pipe. He said it would be necessary to dig a trench for the blue pipe and at the next appointment they would connect it. The customer was given a booklet to explain the process. She says that she was told that the company

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would call her in two weeks to book an appointment for the connection. The customer has provided a witness statement signed by three individuals, one of whom was her builder. This says:

REDACTED contractor advised builder to take off the laminated flooring in the hallway, both check the main pipe, which was lead, REDACTED contractor advised the mains pipe needs replacing with a blue pipe and REDACTED water will connect the blue pipe from the main porch to the water meter at the next appt, a trench needs to be dug up a day before REDACTED comes to connect pipe. Left with a book let.

- The company on the other hand says that the customer was replacing the lead pipes in her house, and she said that she would also be replacing the lead pipe to the main. The company says that the technician asked internally at the company whether it might be possible for the company's CSL Team to install a secondary valve on the private water supply pipe at the point of entry to the property and renew 3 meters of that pipework from the outside stop valve to the point of entry. Whilst the technician had asked if the CSL Team would carry out this work for the customer, there would have had to have been justification supplied to the company as it would be at the company's cost, when the customer is actually responsible for this. Moreover, the proposal would have had to have been put to the customer who would have had to have agreed in a Decision Form. This did not happen.
- The customer says she then chased up the company and was told she had to give 10 working days for the report to go to another team and then an appointment would be booked. The company said that the technician's request was still under consideration. The company says that work was raised to visit the property and survey to see where the leak was actually located by using different equipment such as a listening stick. In normal circumstances it says that it would not have carried out this survey because the leak was under 10 litres per hour. However, the company agreed to carry out a survey and if a leak was found between the boundary of the property and the entrance to the property then it assessed that it might look favourably on assisting with a repair to the leak under its goodwill CSL policy.
- The customer says that she called back 10 days later and was transferred to another team and was given an appointment date of 17 September 2021. She says that on 16 September 2021 she called the company to confirm the appointment and to find out which department

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she needed to speak to for the digging work. She says that the company confirmed that the appointment was for 17 September 2021 for digging and reconnection although I find that it is improbable that a person confirming an appointment would have been able to understand precisely what the customer had in mind at this point and how it might have differed from the company's intentions.

- The customer says she kept her plumber and builder on site just in case and she had prepared the trench inside her front porch. She says that this is what she was told to do. She says that at the same time, her builder dug round the pipe connected to the water meter. They found the leak, which was at the water meter.
 - On 17 September 2021 the company sent a technician who said that he was instructed to undertake a leak survey and not to dig. When he was shown the booklet that she had been given by the first surveyor she says that he confirmed that he had come to do the same thing. The company has supplied the technician's notes from this visit which confirms that the customer had thought the company would be digging down to fix the leak that day but says that the technician was actually there to try to locate the leak. The company says that it could not have agreed to carry out digging work because, at the time of the visit, the company did not know where the leak was and that was why the survey was needed. Furthermore, the company had not received a Decision Form from the customer giving permission to repair a leak so no repair or any other work could have been done on this day in any event.
 - The customer then spoke again to the company which, she says, advised that the technician should undertake the survey and book an appointment for the dig and connection. This was then booked for 11 October 2021. In contrast, the company records that the customer at that point believed that the company would be replacing the lead pipe, not merely repairing the leak. The company says that it did not and would not have agreed to do this.
 - A dispute then arose. The customer claimed for wasted costs and for accommodation from 17 September 2021 and the company denied this claim.
3. The customer renews her complaint about customer service. She said that she was misled, incurred costs and undertook unnecessary work. She has asked the company to pay for rented

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accommodation from 17 September 2021 because the property was not safe and was uninhabitable due to the trench that she had dug in her porch and to reimburse her for all the work that she paid to have done at a cost of £2,065.00. The company has denied liability stating that she had been changing the connection in any event and that she had been told on 17 September 2021 that it was not necessary to dig a trench through her porch and also that the customer had herself chosen to seek alternative accommodation. The customer was given a leak allowance once consumption had returned to normal.

4. I find that the principal issue in this instance turns on what the customer was told on 24 August 2021. On balance and having regard to the evidence submitted by both parties, I find that it is more likely than not that no concluded arrangement was reached whereby the company would install a replacement connection at the porch to the blue plastic pipes that she had installed in her house. I find that it is probable that the technician would have understood that in order to carry out any work other than that stated in its booklet, specific authorisation would have been required and formalities completed, such that the process was agreed and documented. I find that it is improbable that the technician would have made a promise to the customer that extended the company's liability and it is notable that in the record of that visit as set out in the company's defence, the technician does not state that he made any such promise to the customer. The booklet "Fixing Your Leak" made clear that it was the customer's responsibility to repair leaks that were on her property.
5. I also find that an average customer would also reasonably expect that a technician attending to conduct a survey would not reasonably be expected to bind the company in this way and that, before work would be carried out on a customer's own land, information would have been given in writing about what was to be done and the customer would have had to have agreed in writing. Without this protection, I find that there would be the possibility of later disputes as to the lawfulness of what had been undertaken by the company. I find that this would be reasonably understood and expected by both sides.
6. It follows, therefore, that despite the signed witness statement of the three attendees at the site on 24 August 2021 and despite the customer's interpretation of her subsequent conversations with the company (which differ from the company's interpretation) I find that it is more likely that not that the customer and her contractors misunderstood the position – possibly as a consequence of the technician's explanation of the benefit of the work that she was undertaking in her home at that time to create a kitchen extension.

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7. The company expresses a hypothesis:

I accept that it is entirely possible that our Technician who spoke with Ms REDACTED in an effort to be helpful while seeing the property was being renovated, and the work which was already underway inside the property, may have agreed with her and her plumber that if her existing supply was lead, it was good practice to have this supply replaced with polypipe. Indeed, that is very good advice and of course, as lead pipes age, their propensity for leaks increase. Naturally, any bona fide plumber would know how this work could be done. With regards to the external private supply, it appears from the photographs that there is only a very short distance between the boundary and the entrance to the property if Ms REDACTED wanted to replace that too.

8. I find that it is possible that the technician may also have gone further and suggested to the customer the possibility of a proposal that was then put forward internally but never resolved. However, for the reasons given above, I find on the balance of probabilities that the customer was not made a promise that the company would replace the lead pipe to her porch and I find that the customer was not asked to dig a trench through her porch in time for the survey that took place on 17 September 2021.

9. In her comments on my Preliminary Decision, the customer says that after 24 August 2021 she rang the company – I understand her to mean that she rang frequently - and no-one told her that no decision had been made. The customer also draws attention again to her contact with the company on 16 September 2021 and explains that she was transferred to the development team. The customer says that she spoke to “REDACTED” who told her that she would need to dig to a depth of 4 meters. The customer called back again and said that she was told at 2.30 by “REDACTED” that there was an appointment for a dig and a connection the following day. The customer asks me to listen to the call recording for these conversations although I find that, even if these calls were recorded, it is improbable that these are available after this time.

10. I have taken the customer’s further comments on these events into account in reaching my Final Decision, but I find, nonetheless, as indicated above, that a person responding to a call from the customer would have been able to understand precisely how the customer’s enquiry might have differed from the company’s intentions so as to trigger a correction by the company. I find that there is no evidence to support the customer’s belief that the company intended to carry out a dig

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and reconnection at this point and if the company did not intend this, I find that it is further improbable that the company would have confirmed to the customer that the purpose of the visit was for a dig and reconnection.

11. I accept that the consequence of this misunderstanding that the customer may have undertaken some unnecessary work and that this situation may have caused her distress and inconvenience. It does not follow, however, that the company is liable to compensate the customer for the consequences of this misunderstanding, no matter how upset the customer might be. I find that the company is not liable to reimburse the customer for any expenditure and it follows that I find that the customer is not able to succeed in this claim against the company.
12. Moreover, although the customer also complains of poor customer service, there is no persuasive evidence that the company was obliged to check for a leak when it turned on the water meter in 2017 (even if, as the customer suggests, she was later told otherwise by a technician) and the customer had a two-year period in which to compare her bills. I note that the customer complains of the impact of her disability and dyslexia, and she says that the company did not make appropriate adjustments or help her through this issue, which caused her considerable distress. I empathise with her distress as to this, but I also find that the company has responded to the customer within appropriate timescales, has arranged for assistance in circumstances where it was the customer's responsibility to repair a leak on her property and has taken into account the customer's vulnerable status when reaching its decisions.
13. Overall, I find that the company has provided its customer services to the expected standard and the customer does not succeed in this claim against the company.

Outcome

The company does not need to take any further action.

What happens next?

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- This adjudication decision is final and cannot be appealed or amended.
- 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.

Claire Andrews

Claire Andrews, Barrister, FCI Arb.

Adjudicator

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