

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X045

Date of Final Decision: 11 August 2022

#### Party Details

Customers:

Company:

#### Complaint

Early in 2021, the company replaced the water main outside the customer's property and increased the water pressure to 9 bar. On 26 February 2021, the customer's property was damaged because a valve in his toilet cistern burst under the high pressure. The customer should have been advised to fit a pressure reducing valve before the company increased the pressure. In view of this, the customer would like the company to pay him compensation of £8,060.00.

#### Response

The work the company carried out in the area did not require any increase to the water pressure, the water pressure supplied to the property was not excessively high, and the burst fitting in the customer's property was due to inadequate internal fittings. Therefore, the company denies responsibility to compensate the customer for the damage.

#### Findings

The evidence shows that, on the balance of probabilities, high water pressure did not cause the burst valve in the customer's toilet cistern. 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 cannot succeed.

#### Outcome

The company does not need to take any 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.*

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X045

Date of Final Decision: 11 August 2022

## Case Outline

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

- Early in 2021, the company replaced the water main outside his property and increased the water pressure to 9 bar. On 26 February 2021, his property was damaged by flood water after a valve in the toilet cistern burst under the high pressure.
- When he complained, the company admitted that the water pressure was too high, but said it had been set at a high level in order to get the water supply to the houses higher up the valley.
- The company advised him to get a pressure reducing valve fitted, but this information was given too late as his property was already damaged.
- He submitted a claim to the company's insurers but it was rejected.
- He should have been warned about the pressure increase and advised to fit a pressure reducing valve before the company increased the pressure. In view of this, he would like the company to pay him compensation of £8,060.00 for the considerable damage to his property, comprising of £3,200.00 for damage to his bathroom, £360.00 for damage to his second bathroom, and £4,500.00 for damage to his ground floor lounge.

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

- The customer is renovating his property and, on 26 February 2021, he visited and found that it had been flooded because the toilet cistern control valve had failed. The customer's plumber found that the water pressure was 8.5 bar and that the valve had burst as a result.
- The customer believes that the pressure was increased following work on the main outside his property. However, the work did not require any increase in water pressure and the fitting burst because it was inadequate.
- Water companies are legally required to provide a minimum pressure of 1 bar up to the boundary of the highway in which its mains are located, after which their legal responsibilities for the supply to a private property ends. The length of the supply pipe and internal fittings after this point are the property owner's responsibility.

*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.*

- Whilst there is a minimum pressure companies must provide, there is no upper limit. However, it always aims to provide 2 bar of pressure but it is often higher in rural areas, particularly where water must be pumped uphill.
- In the case of the customer's village, the water pressure must be sufficient for the water supply to reach the properties higher up the valley. Therefore, the working pressure of the water is 9.02 bar and monitoring shows that it rarely exceeds 9.8 bar. To demonstrate this, it has provided a copy of the pressure logging report for the local pumping station for the period from 18 January 2021 to 6 December 2021.
- Since the incident, the water pressure has been tested three times: on 3 March 2021, a pressure of 9 bar was recorded at the fire hydrant nearest to the property, on 30 July 2021, a pressure of 9 bar was recorded, and on 14 September 2021, a pressure of 8 bar was recorded. None of the measurements are considered excessive pressure and the test results demonstrate that a consistent level of pressure is supplied to the area. This suggests that the issue is not with the network itself, but with the private fixtures and fittings of the property.
- All internal plumbing and water fittings must comply with The Water Supply (Water Fittings) Regulations 1999 (the 'Regulations') and, in most cases, customers are required to provide notice of any proposed work and apply for approval. However, the customer did not consult it about the renovation work at the property prior to the burst in February 2021.
- It rejected the customer's insurance claim on the grounds that the private internal fittings the customer installed during the renovation work were not compliant with the Regulations. The Regulations state that the fittings and pipes used within a property should be designed to withstand a pressure up to 1½ times the working pressure of its network; in this instance, the property's fittings should be capable of withstanding at least 13.5 bar pressure.
- It is the customer's responsibility to ensure that all private pipework and fittings can withstand the pressure provided through its water mains and in the communication pipe which supplies water to the private supply pipe. The customer has not provided any evidence that the fittings were compliant with the Regulations.
- Under its Scheme of Charges, customers receiving a water and sewerage service will be liable for the charges in full while a property is being renovated or is otherwise occupied.
- The Land Registry confirms that the customer has owned the property since 24 March 2014, though the property has been unoccupied on its records since 2 March 2016, but no charges have been raised.
- Since March 2016, it has sent fourteen letters to the property asking the owner/occupier to make contact to confirm the status of the property. However, the customer did not respond despite

*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.*

using its services during the renovation works. Although no payments have been received, it has not hesitated to assist the customer.

- As the charges for the property are raised on an unmeasured basis, the customer should have paid £3,540.19 for water services since 3 March 2016. An account has been opened for the customer from 4 February 2022, and a bill for £633.57 has been sent to the property for the period from 4 February 2022 to 31 March 2023.
- It empathises with the customer's situation, but its investigations found no evidence to suggest that the flooding was caused by its assets and the water pressure has remained consistent. As such, liability to pay compensation is denied.

### 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 explains that the company carried out work on the main outside his property and increased the pressure to 9 bar to ensure that water reached properties higher up the valley, and the valve in his toilet cistern burst as a result and caused considerable damage to three rooms. The customer believes that the company should have advised him to fit a pressure reducing valve before the water pressure was increased.

*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.*

2. The company states that the water pressure has been at a consistent level for years and the valve burst because the fittings installed in the customer's property did not comply with The Water Supply (Water Fittings) Regulations 1999, which state that fittings must be able to withstand up to 1.5 times the pressure supplied to the property.
3. As the adjudicator of this dispute, I can only direct the company to pay the customer compensation if the evidence shows, on the balance of probabilities, that the company has failed to provide its service to the standard reasonably expected by the average person by supplying water at an unacceptably high pressure, which caused the valve to fail and the property to flood, or by failing to provide notice to the customer that the water pressure would be increased and he should fit a pressure reducing valve.
4. I have reviewed the provisions of The Water Supply (Water Fittings) Regulations 1999 and I accept that every water fitting should be capable of withstanding an internal pressure of up to 1.5 times the maximum pressure to which that fitting is designed to be subjected to in operation, and that normal plumbing should be capable of resisting pressure at 13.5 bar. I also accept that customers are responsible for protecting their properties against pressure surges.
5. Having reviewed all the evidence provided by the parties, including the pressure report provided by the company, I accept that the water pressure in the customer's area at the time of the burst was approximately 9 bar and that the pressure had been consistent for at least a month before the valve burst. I also accept that 9 bar is not excessively high and that the fittings in the customer's property should have been able to withstand the water pressure supplied to the property during the relevant period. Also, there is no evidence to show that the company increased the water pressure after the main had been replaced. Therefore, on the balance of probabilities, I find it unlikely that the water pressure caused the valve to burst.
6. In view of the above, I do not find that the company has failed to provide its service to the standard reasonably expected by the average person by refusing to accept responsibility for the flood damage caused by the burst valve, or by failing to advise the customer to fit a pressure saving valve before the damage occurred. Therefore, while I appreciate that the customer will be disappointed by my decision, as I have found no failing on the company's part, the customer's claim cannot succeed.

*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.*

### 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 August 2022 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.
- 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**

*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.*