

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X285

Date of Final Decision: 29 December 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer's claim is when water was restored to his area after a burst water main, the increase in pressure caused two internal leaks, one on an upstairs shower and another on a downstairs washbasin. These leaks caused ceiling damage in the kitchen and to the carpets both upstairs and downstairs. Furthermore, the company delayed repairs to an external leak outside his property. The customer is seeking the company to apologise and pay for the repair costs of the damage.

Response

The company says that the supply restoration to the customer's home was done gradually and would not have caused any of his taps to open or fail. There is no evidence of high water pressure, although sometimes air within the pipework can cause an internal leak if there is a weak joint or fitting. Furthermore, the customer is responsible for the plumbing fittings around his home, and private plumbing fixtures and fittings should be able to withstand 10 bar of pressure. The maximum pressure at any point during restoring supply to the customer's home was 3.1 bar. Accordingly, the company is not liable for any damages concerning restoring supply to the customer's home. The company admits that the external repair had taken longer than expected due to other emergency work and apologises for the delay. The company has not made any further offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding restoring the water supply to the customer's home or repairing the leak outside his property. Furthermore, I am satisfied there have been no failings regarding customer service during the company's dialogue with the customer.

Outcome

The company does not need to take any further action.

The customer until 23 January 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- When water was restored to his area after a burst water main, the increase in pressure caused two internal leaks, one on an upstairs shower and another on a downstairs washbasin.
- These leaks caused ceiling damage in the kitchen and to the carpets both upstairs and downstairs.
- Furthermore, the company delayed repairs to an external leak outside his property.
- The customer is seeking the company to apologise and pay for the repair costs of the damage.

The company's response is that:

- The supply restoration to the customer's home was done gradually and would not have caused any of his taps to open or fail.
- There is no evidence of high-water pressure, although sometimes air within the pipework can cause an internal leak if there is a weak joint or fitting.
- Furthermore, the customer is responsible for the plumbing fittings around his home, and private plumbing fixtures and fittings should withstand 10 bar of pressure.
- The maximum pressure at any point during restoring supply to the customer's home was 3.1 bar.
- Accordingly, the company is not liable for any damages concerning restoring supply to the customer's home.
- The company admits that the external repair had taken longer than expected due to other emergency work and apologises for the delay.
- The company has not made any further offers of settlement.

How is a WATRS decision reached?

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

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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 another disadvantage as a result of a failure 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 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 dispute centres on whether the customer is entitled to compensation for damage due to restoring the water supply to the customer's home and where the company has delayed repairing a leak outside his property.
2. The company is required to meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008.
3. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a leak, the company needs to investigate fully if the company's assets are to blame and, if repairs are needed, make such repairs to prevent further leaks.
4. From the evidence put forward by the customer and the company, I understand that on 17 June 2022, the company's water main was damaged by a third party, cutting off water supplies to multiple areas, including the customer's property.
5. The evidence shows that the company arranged for its Alternative Supply Vehicles (ASVs) to be sent to the area, and water was pumped into the main from our vehicles to restore supplies.
6. I understand that when the customer's water supply was restored, he noticed he had two internal leaks, one on an upstairs shower and another on a downstairs washbasin. I understand these leaks caused ceiling damage in the kitchen and upstairs and downstairs carpets.

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7. I understand that the customer contacted the company in August 2022, requesting the company to pay for the damage to his property caused by the internal leaks. The company responded to the customer on 18 August 2022, saying that, whilst the water pressure may fluctuate, the maximum pressure that can be pumped from the Alternative Supply Vehicles is 70 meters per head (m/h) which is the equivalent of 7 bar. This is the maximum level and below the industry guidelines which state that the water pressure should not exceed 100 m/h or 10 bar. However, the company's standard practice is to mimic the usual pressure in the main.
8. The customer disputed this as he believed that the pressure was higher and caused damage to both his shower and the taps on his washbasin. The company investigated the matter further and responded to the customer on 30 August 2022, saying there was no evidence that there was high water pressure, although sometimes air within the pipework can cause an internal leak if there is a weak joint or fitting.
9. Various correspondence took place between the parties resulting in the company informing the customer that he was responsible for the taps and fittings inside his home and so the company would not be able to reimburse him. The customer was unhappy with this outcome, and on 4 November 2022 commence, the WATRS adjudication process.
10. Regarding the customer's comments and requested redress regarding the pressure build-up causing his taps and fittings to fail. The evidence shows that on the balance of probabilities, it is unlikely that the restoration of the water supply to the customer's home was the cause of the flooding.
11. The company is only responsible for delivering a cold-water supply to the Outside Stop Valve (OSV) of a property. The supply pipe is the customer's responsibility to maintain. The supply pipe then meets an Inside Stop Valve (ISV) inside a property, and the ISV and all plumbing fixtures and fittings past this point are also the customer's responsibility to maintain.
12. The company records, put forward in evidence, show the company's pressure logger on the supply to the customer's area peaked at 23m/h or 2.3 bar at around 04.30 am on 18 June 2022. The company says that considering the elevation of the customer's property, the maximum pressure at the customer's property would have been 31m/h or 3.1 bar. This is marginally higher than

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normal, and while there is no regulated upper limit for water pressure, the industry guidelines state that the water pressure should not exceed 100 m/h or 10 bar.

13. For any pressure surge to have damaged the customer's taps and shower, it would have had to exceed the recorded maximum pressure at the customer's property of 3.1 bar. The evidence shows that the customer's internal pipework and fittings should be able to withstand up to 100 m/h or 10 bar. Therefore, I find that the evidence shows that it was unlikely that any pressure surge during the restoration of the water supply to the customer's home was the cause of the flooding.
14. Concerning the time taken to repair the leak outside the customer's property, the company admits that this repair had taken longer than normal and apologises for the delay. The evidence shows that the company attended the leak on the same day it was reported, 18 June 2022. However, further work was required, and this was scheduled and was due to take place on 27 June 2022. Unfortunately, due to other emergency work taking precedence, the scheduled work for 27 June 2022 had to be rescheduled to 4 July 2022. I understand the company made the repairs on 4 July 2022, and I am satisfied that the company made the repairs as quickly as possible, considering the circumstances.
15. Considering the above, I find that it has not been proven that the failure to provide its services to the customer to the standard to be reasonably expected by the average person regarding the restoration of the water supply to the customer's home or the time taken to repair the leak outside the customer's property.
16. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's defence documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained to the customer the reasons why the company was not responsible for the failure of the customer's plumbing fixture and fittings. Accordingly, I am satisfied there have been no failings regarding customer service, as the company provided good service throughout its dialogue with the customer.
17. The customer and company have both made minor comments on the preliminary decision and having carefully considered each aspect of both sets of comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.

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18. Considering the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person regarding restoration of the water supply to the customer's home or repairing the leak outside his property, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings regarding customer service, as the company provided a good level of service throughout its dialogue with the customer.

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 23 January 2023 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.



Mark Ledger FCI Arb
Adjudicator

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