

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X352

Date of Final Decision: 28 February 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer claims that the company has provided water pressure to his property at a pressure above the regulatory guidance, which has caused damage to the customer's pipework. The customer seeks the company to apologise, decrease his water pressure, remove the company's non-return valve, and fit a surge arrester.

Response

The pressure monitors fitted to the company's pipework leading to the customer's supply pipe show that the water pressure remains within the regulatory guidance of 10 Bar. Whilst the company suggested fitting a pressure reduction valve at the property, the company is not responsible for the customer's private pipework. Therefore, any adjustments to the customer's private pipework are the customer's responsibility. Furthermore, the company is entitled to leave its non-return valve in place as it is in place to protect the quality of the water supply in the company's broader network and stop the water from returning to the company's pipework once it has left. The company has not made any offers of settlement.

Findings

I am satisfied the evidence points to the fact that the company did not fail to provide its services to the standard to be reasonably expected concerning the water supply to the customer's property.

Outcome

The company needs to take no further action.

The customer has until 28 March 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company has provided water pressure to his property at a pressure above the regulatory guidance, which has caused damage to the customer's pipework.
- The customer seeks the company to apologise, decrease his water pressure, remove the company's non-return valve, and fit a surge arrester.

The company's response is that:

- The pressure monitors fitted to the company's pipework leading to the customer's supply pipe show that the water pressure remains within the regulatory guidance of 10 Bar.
- Whilst the company suggested fitting a pressure reduction valve at the property, the company is not responsible for the customer's private pipework and therefore, any adjustments to the customer's private pipework are the customer's responsibility.
- Furthermore, the company is entitled to leave its non-return valve in place as it is in place to protect the quality of the water supply in the company's broader network and stop the water from returning to the company's pipework once it has left.

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 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 company has provided water pressure to the customer's property at a pressure above the regulatory guidance.
2. The company is required to meet the standards set out in the Water Industry Act 1991, and the effect of this is to place an obligation on a water and sewerage company to connect a customer's premises to the company mains water, maintain its pipework and to provide a supply of water.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Guaranteed Service Scheme.
4. From the evidence put forward by the customer and the company, I understand that in June 2022, following an installation of a new boiler, the customer contacted the company to advise that the company was providing water pressure to his property at a pressure above the regulatory guidance, which has caused damage to the customer's pipework and fittings.
5. I understand that the company investigated the high-water pressure and found the water pressure at the customer's property is above average at 6.5 bar. However, 6.5 bar is below the accepted industry limit of 10 bar. Furthermore, the company could not find any reason with its pipework which would cause pressure spikes above 10 bar but recommended that the customer fit an internal pressure valve and a surge arrestor to prevent further issues.
6. Following this investigation, various correspondence took place between the parties resulting in the company informing the customer that he was responsible for the pipework inside his home and so the company would not be able to reimburse him for the internal pressure valve or install a surge arrestor. The customer was unhappy with this outcome, and on 8 July 2022 progressed the matter to CCWater to resolve without success.
7. Regarding the customer's comments and requested redress regarding the high pressure, 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.

8. The company says that its various pressure loggers on the supply to the customer's property and the surrounding 307 properties showed an average pressure of 6.5 bar. This is higher than normal, and whilst 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. Furthermore, domestic internal pipework and fittings are designed and should be able to withstand up to 100 m/h or 10 bar.
9. I understand that the tests undertaken inside the customer's property showed higher water pressure due to pressure spikes. The company says in its correspondence that the issue inside the customer's property may be due to the new boiler being fitted using the customer's previous gravity-fed pipework. The customer disputed this as, after checking with his plumber, he was advised that there were no issues with the installation of the boiler which would mean a higher water pressure in the property.
10. The evidence shows that the company recommended fitting a pressure-reducing valve at the point of entry to resolve the high pressure in the property. However, it is not something the company would provide, install or be liable for, as it is for private pipework, and it is not something the company can maintain.
11. After carefully reviewing the various evidence, I believe that for any supplied water pressure to have damaged the customer's pipework, it would have had to exceed the recorded pressure of 6.5 bar at the boundary of the customer's property.
12. Therefore, I find that the evidence shows that it was unlikely that supplied water pressure of 6.5 bar was the cause of any damage to the customer's pipework or that the higher pressures found inside the property were due to the company's supplied pressure. Furthermore, I find that the cost of fitting a pressure-reducing valve at the point of entry, or a surge arrestor would be for the customer, as the company is not responsible for the pipework inside the customer's property.
13. The company has certain obligations in respect of its customer services. From the evidence provided, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Accordingly, I find that the customer is not due any sums in this regard.

14. The customer has made comments on the preliminary decision and having carefully considered each aspect of the customer's comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.
15. Considering the above, I am satisfied the evidence shows that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning its water pressure.

Outcome

The company needs to take no further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 28 March 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**