

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1022

Date of Decision: 8 November 2018

Complaint

The customer submits that in August 2017, he replaced his galvanised iron supply pipe as he was experiencing rust particles in the water. However, when the new pipe was connected a significant amount of debris entered the property, damaging the kitchen and bathroom. Following investigations, the company confirmed that the issue had occurred as the new pipe had been connected without flushing. The company replaced its communication pipe as a gesture of goodwill. However, the communication pipe was so rusty; he believes that the damage was caused by the communication pipe. The customer states that the company failed to maintain its pipework in a good state and therefore contributed to the damage to his home. The company also failed to provide him with safe drinking water. The customer requests an apology, and that the company cancel all his water charges since his moved into the property until the date on which it replaced its pipework. The customer also requests £12,513.50 in total as compensation.

Defence

The company submits that its assets are in good working order. The issue at the customer's property was due to the new supply pipe being connected without the system being flushed, which is a requirement when connecting to a galvanised supply network. The customer's insurance company has accepted liability for the damage and has paid for the damage to be rectified. There have been no issues with the quality of water supplied. The only time that an issue may have arisen concerning the quality of the customer's water was on 8 August 2017 when contractors on behalf of the customer's insurers failed to follow the correct procedure when installing the new supply pipe. This led to a large amount of particulate matter discharging into the customer's property and causing damage. This particulate matter did not stem from its assets but instead from the private galvanised pipework belonging to the customer.

Findings

Under WATRS Rule 3.5, the customer's complaints that the company failed to provide safe drinking water at the property fall outside the scope of WATRS and cannot be considered. On 8 August 2017, the customer's insurers carried out work to replace the customer's supply pipe. Damage was caused to the customer's property following the works. It is not disputed that the customer's insurer's contractors, installed the new supply pipe without flushing, and failed to follow the correct procedure when installing the pipe. The evidence indicates

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that the customer's insurers have accepted liability for the damage caused to the customer's property following its works. The evidence also shows that that customer's insurer has paid for the damage caused to be rectified. I am mindful that if I were to direct compensation it would amount to "double recovery" and customers cannot receive monies for claims already paid out by their insurer. In the absence of any evidence showing otherwise, the customer has not shown that the company is liable for the damage caused to his property and obliged to pay him compensation.

Outcome

The company does not need to take any further action.

The customer must reply by 6 December 2018 to accept or reject this decision.

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Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- In August 2017, he replaced his galvanised iron supply pipe as he was experiencing rust particles in the water. When the new supply pipe was connected a significant amount of debris entered the property, damaging the kitchen and bathroom. The water test revealed high metal content.
- Following investigations, the company confirmed that the issue had occurred as the new pipe had been connected without flushing. The company replaced the communication pipe as a gesture of goodwill. However, the communication pipe was so rusty; he believes that the whole problem was caused by the communication pipe.
- The company failed to maintain its pipework in a good state and therefore contributed to the damage to his home. The company also failed to provide him with safe drinking water for the duration of his stay in his home.
- The customer requests an apology, and that the company cancel all his water charges since his moved into the property until the date on which it replaced its pipework. The customer also requests compensation for £2,500.00 for distress and inconvenience and compensation for work done to repair the damage in his home, specifically, £800.00 for "temporary cold water supply"; £5,087.50 for "materials deposit" and £4,126.00 for "balance of works."

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The company's response is that:

- Its assets are in good working order. The issue at the customer's property was due to the new private supply pipe being connected without the system being flushed, which is a requirement when connecting to a galvanised supply network.
- The customer's insurance company has accepted liability for the damage and has paid for the damage to be rectified.
- The customer first made contact in July 2017 regarding the appearance of rust particles in his water. The customer was advised that this was likely due to galvanised pipework which, due to the age of the property, would now be showing signs of corrosion. The customer was advised that this was a common occurrence and the only way to resolve the issue would be to replace the galvanised sections.
- The next contact with the customer was on 8 August 2017. The customer informed it that he had contacted his insurance company who had agreed to replace his supply pipe. The customer stated that a contractor had been appointed by his insurers, and that the work had been completed on 8 August 2017; with the new supply pipe being moled alongside the existing galvanised pipe which was left in place. However, when the new pipe was connected, the water flowing through was rusty even after the water had been run for some time.
- On 9 August 2017, the customer advised that his insurers would be handling the damage caused to the property by the incident on 8 August 2017 and would likely contact its insurers directly. The customer however, maintained a complaint with it about the quality of the drinking water that had been provided to his property.
- It replaced the customer's communication pipe. However, this was done as a gesture of goodwill. There have been no issues with the potability of the water supplied. This has been confirmed via an investigation and a report by one of its scientists. The only time that an issue may have arisen concerning the quality of the customer's water was on 8 August 2017 when contractors on behalf of the customer's insurers failed to follow the correct procedure when installing the new supply pipe. This led to a large amount of particulate matter discharging into the customer's property and causing damage. This particulate matter did not stem from its assets but instead from the private galvanised pipework belonging to the customer.

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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?

Water quality

1. I note the customer's submission about the water quality at the property. The customer says the company failed to provide safe drinking water from the time he first moved into his property. However, I must remind the parties that the matters which can be adjudicated under WATRS are set out in Section 3.3 of the WATRS Rules and under WATRS Rule 3.5, the Scheme cannot be used to adjudicate on disputes about water quality legal standards. This issue does not fall within the scope of WATRS. I am therefore unable to consider this aspect of the customer's complaint.

Third parties

2. While I acknowledge both parties' submissions about the customer's insurers for the purposes of the WATRS Scheme I find that they are not a party to the dispute. For the purposes of this decision my remit is to determine the issues between the customer and the company. I cannot consider any complaints against third parties.

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Damage to property

3. I remind the parties that adjudication is an evidence-based process.
4. 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.
5. The customer contacted the company in July 2017 as he was experiencing rust particles in his water. Following information from the company, the customer made a successful claim to his insurance company to have his supply pipe replaced.
6. On 8 August 2017, the customer's insurers carried out work to replace the customer's supply pipe. Damage was caused to the customer's property following these works. I note the customer's submissions that the fault lay with the company's communication pipe. However, I accept the report at HP3 submitted by the company in evidence to support its submission that it is not disputed that the customer's insurer's contractors, installed the new supply pipe without flushing, and failed to follow the correct procedure when installing the pipe.
7. The company submits that the customer's insurers have accepted liability for the damage caused to the customer's property following its works. I am particularly mindful that the customer does not directly dispute this submission. In addition, correspondence submitted by the Consumer Council for Water (CCW) indicates that the customer's insurers have not been in contact with the company's insurers to raise a claim.
8. Importantly, the evidence also shows that that customer's insurer has paid for the damage caused to be rectified paid. I am mindful that the customer cannot receive double recovery for claims already paid out by his insurer.
9. Consequently, having carefully considered the matter, in the absence of any evidence showing otherwise, I am not satisfied that the customer has shown that the company failed to provide its services to the customer to the standard to be reasonably expected. The customer has not shown that the company is liable for the damage caused to his property and is obliged to pay him compensation.

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10. In view of all of the above, the claim is unable to succeed.

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 6 December 2018 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.



U Obi LLB (Hons) MCI Arb
Adjudicator

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