

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1041

Date of Decision: 24 October 2018

Complaint

The customer claims that he encountered low water pressure and at times no water supply causing problems with operating his boiler. The company failed to deliver a minimum water pressure or a constant water supply however it refused to pay compensation in compliance with its compensation policy.

Defence

The company asserts its loggers which record water pressure in the mains show that the water pressure in the customer's area did not fall below the minimum legal limit of 0.7 bar. Further, whilst it offered to check the water pressure at the customer's home, he did not accept its offer. There was an interruption to the customer's water supply on 6 August 2018, however, this was due to it carrying out repairs to a burst water main and the circumstances do not entitle the customer to any Guaranteed Service Standards compensation payments. No offer of settlement was made.

Findings

The customer reported pressure and supply issues to the company between June and August 2018 however the evidence supplied by the company indicates water pressure did not fall below the minimum legal standard. There is insufficient evidence to show that the customer qualifies for any Guaranteed Service Standards payments for either low water pressure or interruptions to his water supply and I am satisfied that the company provided its services to a reasonably expected standard.

Outcome

The company is not required to take any further action.

The customer must reply by 21 November 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1041

Date of Decision: 24 October 2018

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- He has experienced water pressure problems and at times there has been no flow at all.
- On 6 August 2018, there was a complete loss of water supply and this was not restored until 10 pm. The company was carrying out works in his area however the company did not notify him of the works or that the water supply would be cut off.
- For the four days prior to this, the water supply varied in pressure and flow.
- He has been experiencing low flow and pressure since June 2018 causing his boiler not to operate.
- The company's policy statements on its website clearly stipulate that the company will pay compensation if it fails to deliver a minimum water pressure, however, it has refused to comply with its policy.
- The customer seeks that the company pay him compensation for its failure to provide adequate pressure and flow.
- The customer requests that the company provide an apology for "wasting time" and not accepting compliance with its policy statements.
- The customer requests that the company reduce his bill as it has not provided sufficient service.

The company's response is that:

- It confirms that under the Guaranteed Service Standards (GSS), it is required to provide a minimum pressure of 0.7 bar in the communication pipe serving the customer's property. This is in accordance with Regulation 17G(1) of the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 (as amended). The logger data indicates pressure

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readings in the customer's area and the lowest pressure during the dispute timeframe was 1.13 bar (11.3 meters head) on 28 June 2018. Aside from this one day, the pressure has not gone below 1.91 bar (19.1 meters head).

- It has explained to the customer that it has not had any contact from his neighbours, or customers in the surrounding area to suggest network issues and it has offered to attend by appointment to investigate the customer's own supply. The customer has not yet accepted this offer, but the company asserts however that it would not cover the costs of the customer's attendance to this appointment.
- The customer has requested compensation for the lack of providing adequate pressure and flow however he has not met the required criteria for low pressure GSS and as such, no compensation payment is due.
- Similarly, the customer has asked for a reduction of his bill as he does not feel that it has provided sufficient service, but it has no evidence to suggest the reported problem is due to its network. The customer has not afforded it the opportunity to investigate any issues that may be connected directly to his property.
- It disputes all aspects of the customer's claim.

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?

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1. The customer's claim concerns alleged low water pressure and a loss in water supply encountered. The customer asserts that the company has failed to pay compensation as per its policy statements on its website.
2. The company is legally obligated to ensure that it supplies water constantly and supplies at a minimum pressure of one bar at the point of supply (which will reach the slightly more than the top of a two story house). It must also maintain a minimum pressure of 0.7 bar in the communication pipe. The company has submitted the document at Appendix 1, titled "GSS summary of standards and conditions" which confirms the company must maintain a minimum pressure in the communication pipe of seven metres static head (0.7 bar). It also states that if pressure falls below this on two occasions, each occasion lasting more than one hour, within a 28-day period, the company must automatically make a GSS payment (£25.00) to the customer. Furthermore, I accept the minimum pressure requirement of 0.7 bar in the communication pipe is also cited in Regulation 17G(1) of the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 (as amended) as the minimum requirement. I also find this criteria is reiterated in the company's policy statement titled "Compensation for low pressure" as referred by the customer.
3. The company submits that it has loggers in the customer's area which records pressure and that data from these indicate the lowest pressure was 1.13 bar (11.3 meters head) on 28 June 2018 and apart from this instance, the pressure has not gone below 1.91 bar (19.1 meters head). The company has submitted, as evidence, its internal e-mails dated 14 August 2018 which show a request was sent by the author of the Defence, [], the company's Wholesale Service Resolution Manager to the company's Network Control Desk to check pressure readings as close to the customer's property as possible. Within the response from the company's Network Control Desk, it details trends for three data loggers in the customer's area and states that the lowest pressure read was 1.13 bar from logger 5902 on 28 June 2018. Therefore, on balance, I am satisfied this evidence is consistent with the company's above stated position that the water pressure (in the communication pipe) has not fallen below the minimum standard of 0.7 bar. I note the company states this position throughout its responses to the customer including on 19 July 2018, 26 July 2018, 3 and 14 August 2018 and also in its response to CCW.
4. Furthermore, in light of the company's response to the customer dated 19 July 2018, I accept it offered to make an appointment for an engineer to attend and investigate the low pressure the

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customer reported at his home (free of charge) and I find that the company reiterated this offer in its further responses to the customer dated 26 July 2018, 29 July 2018, 3 August 2018 and 14 August 2018. In its response dated 19 July 2018, the company also explained how the customer could do a basic test “to get a rough idea of the pressure you are receiving”. I find that there is a lack of evidence that the customer accepted the company’s offer to attend the property to investigate the reported pressure issue. I find from the customer’s e-mail to the company dated 29 July 2018 that this may have been related to the customer’s work commitments as he sought clarification from the company as to whether it could cover the cost of his time away from work in order to facilitate the appointment at his home. However, as the customer has not supplied any substantive evidence, for example the results of any pressure tests he carried out, to support his claim regarding low water pressure, I must accept the evidence supplied by the company. On balance, I accept this evidence establishes that the water pressure in the communication pipe did not fall below the minimum required standard of 0.7 bar during the dispute period.

5. In regards to loss of water supply, I find that the “GSS summary of standards and conditions” states that the company must provide written notice to customers at least 48 hours prior to planned interruptions in supply or if the supply is cut off for more four hours. If the company fails to do this, it must automatically make a GSS payment to the customer. However, the document also sets out a number of exceptions to the requirement for it to make a GSS payment including when the loss in supply is due to the company carrying out necessary works in an emergency. However, the company must still notify customers as soon as is reasonably practicable and its compensation policy will apply if the company does not restore the supply by the time stated in the written notice; within 48 hours of the company becoming aware of the situation (due to a leak or burst in the strategic main) and; within 12 hours of the company becoming aware of the situation (for any other reason). The customer submits in his Application that his water pressure and flow has been inadequate however he has not set out dates or times when this resulted in a loss of water supply, or if so, how long this lasted. However, I can see that the customer complained on 28 June 2018 about the low pressure and low flow and he repeated this claim on 9 July 2018 and on 19 July 2018. In its response of 28 June 2018, the company explained any low pressure or loss is due to exceptional demand for water during the hot weather and that its water treatment sites were operating at maximum capacity in response to high demand. In its subsequent responses including its reply dated 19 July 2018, the company confirmed it had received no other reports of low pressure or flow issues from his neighbours or in the customer’s

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area. It submits that if it was a problem with its mains supply, it would affect surrounding properties. As mentioned above, the company also confirmed the pressure in its main had not dropped below the regulated minimum of 0.7 bar and suggested to the customer, throughout its correspondence, for an inspector to visit the customer's property to check the pressure and flow, however this offer was not taken up by the customer.

6. I acknowledge that in its letter to the customer dated 14 August 2018, the company confirmed that the customer experienced a loss of supply on 6 August 2018 and stated this was due to a burst water main on [] Road that impacted the water supply to the entire area. The company stated that in order to complete repairs, it was necessary to apply to the local authority for an emergency road closure and it had to shut the main to complete the repair. Further, it explained that it was unable to provide advance notice of the work, as it could not predict when a water main will burst, but it did try and notify as many properties as it could by loud hailing the surrounding area to advise the water main will be shut down for a period. I find that neither party has confirmed the length of the cut in supply experienced on 6 August 2018 however, in his e-mail to the company dated 7 August 2018, the customer stated he experienced no pressure or flow "until 10pm yesterday". As such I am satisfied the cut in supply encountered by the customer on 6 August 2018 did not exceed 48 hours. I note that in its response of 14 August 2018, the company stated that in the circumstances, he did not meet the criteria for any GSS compensation payments. Therefore on a balance, I accept the company's position that the required criteria for GSS compensation had not been met as the cut was due to emergency work it was carrying out to a burst main, and the supply was restored within 48 hours.
7. Therefore, whilst the customer's correspondence to the company between June and August 2018 indicate he was experiencing water supply issues during this timeframe, the evidence submitted by the company indicates water pressure did not fall below 0.7 in the main communication pipe. As the customer has not provided any evidence showing otherwise, I accept that the water pressure did not fall below the legal minimum standard. Whilst it is unclear whether the pressure was at least one bar at the customer's point of supply, I am satisfied that the company repeatedly offered to check pressure and flow at the customer's property and therefore it cannot be held responsible for this not being established. In its Defence the company repeats its offer to attend the customer's property to check pressure and flow. Furthermore, I am satisfied that the circumstances surrounding the loss of supply encountered by the customer on 6 August 2018 means the customer is not due any compensation payment.

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Therefore, based on the available evidence I am satisfied that the company provided its services to a reasonably expected standard. As a consequence the company is not liable to provide the remedies requested by the customer.

Outcome

The company is not required to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 21 November 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.



A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice), MCI Arb
Adjudicator

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