

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1465

Date of Decision: 11 July 2019

Complaint

On 17 September 2018, the customer contacted the company and reported that there was a puddle on the footpath over her meter. A company technician attended the property and remedied the issue. However, he informed the customer that her meter was faulty and needed to be exchanged and that he would report it. On 14 November 2018, the customer contacted the company again to report low water pressure. The company's approved contractor, [] Services, attended the property and flushed the pipework to restore the pressure. Again, she was informed that the meter needed to be replaced and a works order would be raised. In December 2018, the customer noticed a wet patch on her hallway wall. A plumber attended but was unable to perform a leak test to identify the source of the leak as the meter was not working. The customer contacted the company on 6 December 2018 and explained that the meter replacement was urgent, however, the company only replaced the meter six days later when the customer informed it that she hadn't been paying her charges as the meter wasn't working. After the meter was exchanged, the source of the leak was found on the pipework in the customer's cavity wall but, by this time, it had caused considerable damage to her kitchen and hallway. The customer claimed on her home insurance and incurred a £500.00 policy excess. She also paid a plumber £508.00 to replace the plastic and lead pipes within her internal cavity walls, which her home insurance did not cover. The customer believes that the faulty meter masked the internal leak, the damage was exacerbated by the company's delay in replacing the meter, and that the leak started after [] Services flushed the pipework to restore the pressure. The customer wants the company to pay her insurance excess of £500.00 and the plumber's invoice of £508.00.

Defence

On 17 September 2018 the customer called to say that she had noticed water rising from the Outside Stop Valve (OSV) for her home. Later that day, one of the company's Network Service Technicians (NST) attended to investigate and remedy the problem. A new washer was put on the meter where it connects to the customer's water supply and this cured the pooling of water. The meter

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was not tested or noted as not working at the time. On 12 November 2018 the company received a call from the customer, who advised that she had low pressure at her cold water kitchen tap. The company's approved contractor, [] Services, flushed the pipework and restored the pressure. The meter was not tested or noted as not working at this time either. On 6 December 2018 the company received a request for a meter exchange from the customer's plumber who was investigating a possible leak. On 12 December 2018 the company replaced the customer's meter. The company disputes the allegation that [] caused the customer's internal leak as damage to internal pipework could not result from flushing the external pipework. The company also disputes that there was a delay in exchanging the meter, stating that it was first informed about the faulty meter on 6 December 2018 and exchanged the meter just six days later. Furthermore, the company is not liable to maintain or repair internal pipework; this is the responsibility of the customer. The customer's insurance company will seek to recover losses if it believes the company are liable for the damage. However, the customer's insurance company has not been in contact. It has provided the customer with gestures of goodwill totalling £180.00 and denies any further liability.

The company has not made an offer of settlement.

Findings

Having reviewed the evidence, I find that the internal leak at the customer's property was not directly caused by either the meter fault or the low pressure issue reported by the customer. Furthermore, the evidence does not support the customer's assertion that the blowback performed by [] caused the pipework in her cavity wall to burst and, therefore, I find no failing on the company's behalf with regard to these matters. I accept that the customer believes she was told that the faulty meter would be reported in September and November 2018, however, the evidence demonstrates that, on the balance of probabilities, the faulty meter was not reported until the customer reported the internal leak on 6 December 2018. The meter was not exchanged until 12 December 2018 and the customer alleges that this delay exacerbated the damage caused by the leak. However, I find no evidence to suggest that the company was obliged by statute or policy to affect an immediate exchange of the meter. It therefore follows that I find no failing on the company's behalf in this regard. The company also denies liability for the leak on the customer's internal pipework on the basis that owners and occupiers are responsible for all plumbing pipework and plumbing fixtures and fittings past the OSV. I accept that under the Water Industry Act 1991, the company is not responsible for the maintenance and repair of internal pipework. In any event, having considered the evidence, I cannot satisfy myself that the customer would not have incurred the costs claimed even if the meter had been replaced on the day the leak was reported because, on this date, the leak was in progress and the hallway wall was already damaged. Therefore, on the balance of probabilities, even if the

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meter had been replaced immediately, the customer would have made an insurance claim and incurred the excess fee, and the customer would have engaged the plumber and incurred the cost of repairing the pipework. In view of these findings, I do not find that the service provided by the company was below the standard reasonably expected by the average customer and, therefore, the customer's claim cannot succeed.

Outcome

The company does not need to take any further action.

The customer must reply by 8 August 2019 to accept or reject this decision.

ADJUDICATOR'S DECISION

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Adjudication Reference: WAT/ /1465

Date of Decision: 11 July 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- On 17 September 2018, she contacted the company and reported that there was a puddle on the footpath over her meter. A technician attended her property, cleared up the water and informed her that the meter was not working. He said it needed to be replaced and that he would report it to the company.
- On 14 November 2018, she contacted the company again to report low water pressure. The company's approved contractor, [] Services, attended the property and flushed the pipework to restore the pressure. Again, she was informed that the meter needed to be replaced and a works order would be raised. The company accepts that the faulty meter was reported at this time.
- On 4 December 2018 she noticed a wet patch on her hallway wall. She believes that when [] used the power flush unit to force the blockage out of the mains pipe on 14 November 2018, it greatly increased the internal pressure and popped the lead pipe in her wall and caused the leak.
- A plumber inspected the hallway wall but was unable to perform a leak test to identify the source of the leak as the meter was not working. Therefore, she called the company to enquire when the meter was scheduled to be replaced and was told the work was pending. She explained that the meter replacement was urgent as the source of the internal leak could not be found until the meter worked. She made various follow up calls to the company during the following week but the company only sent a technician to replace the meter when she said that she hadn't been paying her charges as the meter wasn't working. The meter was replaced on 12 December 2018.

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- The plumber found a leak of one litre of water every five minutes on the pipework within her internal cavity walls and it had caused considerable damage to her kitchen and hallway. She claimed on her home insurance and incurred a £500.00 policy excess. She also paid a plumber £508.00 to replace the plastic and lead pipes within her internal cavity walls, which her home insurance did not cover.
- She believes that the faulty meter masked the internal leak, the damage caused by the leak was exacerbated by the company's delay in replacing the meter, and that the leak was occurred when [] Services flushed the external pipework. The company offered her £50.00 in recognition of the delay in replacing the meter but, in view of the considerable costs she has incurred, she finds this inadequate. She wants the company to pay her insurance excess of £500.00 and the plumber's invoice of £508.00.

The company's response is that:

- On 17 September 2018 the customer telephoned to say that she had noticed water rising from the Outside Stop Valve (OSV) for her home. Later that day, one of its Network Service Technician's (NST) attended to investigate. Water was pumped out of the customer's OSV pit but it filled up again. Therefore, the NST raised a follow-on job for a repair to the company's pipework running to the meter. On 24 September 2018, a technician from its Repair and Maintenance Team attended and fitted a new washer on the meter where it connects to the customer's water supply. This cured the pooling of water.
- Neither the NST nor the technician noted that the meter was not working. Furthermore, neither the NST nor the technician attended the customer's property to test the meter. The only way either technician would have been able to determine if the meter was working or not, would have been by running the supply inside the customer's home and then monitoring the meter to see if it turned whilst the supply was running. This test wasn't carried out because there were no concerns over the meter recording water consumption at this stage.
- It believes that the leak at the OSV first arose due to works carried out by the Local Authority on the footpath outside the customer's home between August 2017 and March 2018. It has provided two screen shots taken from Google Maps of the footpath outside the customer's home. In the first screen shot taken in August 2017, the footpath is broken due to tree root growth around the meter/OSV box for the customer's home. In the next screen shot taken in March 2018, it can be observed that the Local Authority

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had repaired the footpath. It has also provided an image taken by its NST during his visit on 17 September 2018, showing a leak at the meter/OSV box.

- On 12 November 2018 it received a call from the customer. She advised the company that she had low pressure at her cold water kitchen tap. On 14 November 2018 a NST attended the customer's home and checked the pressure at both the garden tap and the meter. Both tests showed the pressure to be at 3 bar, above the minimum 1 bar of pressure that it aims to provide. However, the flow rate was only 2 to 5 litres per minute, below the minimum 9-15 litres per minute it aims to provide. A request was passed to its contracted approved plumbers, [], for attendance. The NST did not test the meter during this visit or report the meter was not working after it.
- Later that afternoon, [] cured the low pressure by removing the meter and the non-return valve (NRV), then flushing the water supply with compressed air in an internal to external direction. [] did not test the meter during this visit.
- On 6 December 2018 it received a call from Homeserve, who requested a meter exchange at the customer's home to help them investigate a possible leak. Its metering team also received a call from the customer who asked for a meter exchange. On 12 December 2018, it received another call from the customer requesting an update on when the meter would be exchanged and the customer's meter was exchanged later that day.
- However, following a review, it questions whether the meter did in fact need replacing and suspects that the reason the meter was not working was because it was not reconnected to the supply after the NST's visit on 17 September 2018.
- The reason for this suspicion is that on 11 September 2018 it took a reading of the customer's meter of 301m³. Six days later, on 17 September 2018, its NST attended to diagnose the leak reported by the customer and would have removed the meter from the supply so that there was space in the meter pit to pump out the pooling water. It suspects that the meter was not reconnected to the customer's water supply because, when the meter was exchanged on 12 December 2018, the meter was still reading 301m³. However, up until 11 September 2018, the customer's water consumption had been consistently around 50m³ used every six months and demonstrates that there was no fault with the meter on 11 September 2018. Furthermore, none of the company's technicians or the [] approved plumber noted any concerns over the meter previously connected to the customer's home.

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- On 7 February 2019 it received a call and a letter from the customer stating that [] caused a leak on the internal pipework at her home when it resolved the low pressure issue. The customer also stated that the delay in exchanging the meter contributed to the damage caused by the leak.
- The customer states that she was told that the meter was faulty in September and November 2018. However, the customer cannot have been told that the meter needed to be replaced in September or November 2018 as the meter was not tested at these times. It believes that the customer must have misinterpreted information provided by its technician when she was informed that a new washer had been fitted to the meter.
- It was first informed about the faulty meter on 6 December 2018 and exchanged the meter just six days later. Therefore, it denies that there was a delay in exchanging the meter.
- In any event, although its water meter and valve can be used to isolate private supply pipes, it cannot be held responsible for any loss or damage caused by any delay as a result of the meter or valve being faulty or not connected to a supply. Customers have a duty to provide their own means to isolate private pipework and, indeed, should have an internal stop valve (ISV) to isolate their internal plumbing and fittings. If it is notified of a defective, or otherwise inoperable, meter/outside stop valve, it will attend as soon as possible to rectify it. However, this work must be prioritised with other, more urgent, work and it cannot always guarantee a timescale for this.
- Furthermore, it is unsure why Homeserve required the use of a water meter to establish where the leak at the customer's home was located. The leak was visible and was showing through the wallpaper and this is how the customer first noticed it. The company is unable to accept any liability for the delay in Homeserve finding the location of the private leak inside the customer's home as it was their decision to do so using the meter.
- It also disputes the allegation that the leak on the customer's private internal pipework was caused by [] flushing the pipework to resolve the low pressure issue. Pipework and internal fittings should be able to withstand pressure increases and fluctuations of 12 Bar. The compressors used by [] to flush pipework operate to a maximum of 8 Bar, and the operation is always carried out internally to externally. In view of this, the damage to internal pipework could not have been caused by this work. Therefore, it cannot be liable for the customer's internal leak.
- Furthermore, when the Water Supply (Water Fittings) Regulations 1999 were introduced, water companies within the UK set up an approved plumbers' scheme. This scheme was

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set up so that water companies could recommend local plumbers that were proven to work to the standards set out in the regulations. [] are an approved plumber used by the company and the flushing of the customer's plumbing system was carried out in line with standards set in the Water Supply (Water Fittings) Regulations 1999.

- It also denies liability for the leak on the customer's internal pipework on the basis that owners and occupiers are responsible for all plumbing pipework and plumbing fixtures and fittings past the OSV.
- The customer correctly contacted her home insurance company regarding the internal leak on her private plumbing system. The insurance company will seek to recover losses if it believes the company are liable for the damage. However, the customer's home insurance company has not been in contact.
- It has provided the customer with four gestures of goodwill, totalling £180.00. I note that £50.00 was provided to acknowledge the delay in exchanging the meter at the customer's home. However, as explained, there was in fact no delay and the meter was exchanged within six days of it being requested so this payment was made in error. As a consequence of the erroneous payment, a further £50.00 gesture was provided for causing confusion and for erroneously stating that the faulty meter had been reported on 14 November 2018. A further £30.00 was provided to apologise for a delayed response and £50.00 was paid because the customer hadn't received the initial gesture of £50.00. It denies any further liability.

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.

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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. Before I consider the evidence in this case, I remind the parties that adjudication of a dispute under the Water Redress Scheme is an evidence based process. Therefore, where I state that there is no evidence to support a party's assertion or statement, I simply mean that no evidence has been provided to prove, on the balance of probabilities, that the assertion or statement is correct. However, I make no finding on whether the statement is in fact true or false or honestly stated.
2. Having reviewed the evidence provided by the parties, I accept that on 17 September 2018 the customer telephoned the company to report water rising from the OSV on the footpath outside her house. The company's NST attended the customer's property to investigate and the problem was remedied on 24 September 2018. I find no evidence to suggest that this issue caused the low pressure reported by the customer to the company on 12 November 2018, or the internal leak at the centre of this dispute. Therefore, I find no failing or fault on the company's behalf in this regard.
3. Following the customer's complaint of low pressure made on 12 November 2018, the company's contractor, [] Services, attended the customer's property on 14 November 2018. The customer believes that [] caused the internal leak when it used a power flush unit to force the blockage out of the mains pipe, increasing the pressure and bursting the lead pipe in her wall.
4. I have reviewed the report from [] and accept that, on the balance of probabilities, the compressed air blowback was performed from the internal to external direction. I also accept that internal pipework is made to withstand 12 bar of pressure and the compressed air unit used by [] expelled air at a maximum of 8 bar. Therefore, the evidence does not support the customer's assertion that the blowback caused the pipework in her cavity wall to burst. In view of this, I cannot find the company failed to

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provide its service to the standard the average customer is reasonably entitled to expect in this respect.

5. The customer claims that the company was aware that the meter needed to be replaced from 17 September 2018 and that the delay in exchanging the meter exacerbated the damage caused by the internal leak.
6. The customer states that the NST who attended her property on 17 September 2018 informed her that the meter needed to be replaced and that he would report it. However, having reviewed the documentation presented to me, whilst I accept that the customer believes she was told the faulty meter would be reported, I find no evidence to confirm that it was.
7. The customer also states that [] informed her that the meter needed to be replaced on 14 November 2018 and that a works order would be raised. I have read the email from the company to the customer dated 19 February 2019 and note that the company accepted that the faulty meter had been reported on 14 November 2018. However, in defence the company states that this was an error and the company were in fact only informed that the meter needed to be exchanged on 6 December 2018. Having reviewed the evidence, I find that, on the balance of probabilities, the company was not informed until 6 December 2018 and the statement to the contrary was indeed a mistake.
8. The evidence supports that the customer reported the urgent need for the meter to be replaced on 6 December 2018, after her plumber advised that he could not locate and repair the internal leak until the meter was fixed, but the meter was not exchanged until 12 December 2018. The customer alleges that this delay worsened the damage caused by the leak. However, the company states that it is not obliged to repair or replace its assets immediately after a fault is reported. Having reviewed the evidence provided, I find nothing to suggest that the company was obliged by statute or policy to affect an immediate repair or replacement of the meter. It therefore follows that I find no failing on the company's behalf in this regard.

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9. The company explains that a water meter is useful for locating non-visible leaks, but it is unclear why the customer's plumber required the use of the water meter to establish where the leak was situated when the leak was visible and showing through the wallpaper. I also find that the reasons the internal water supply could not be isolated to stop the leak are unclear and the reasons the plumber needed to use the meter to detect the leak have not been fully explained. On balance, I accept that the company cannot be liable for the repercussions of the plumber's decision to wait for the meter to be replaced before conducting a leak finding survey at the property.
10. The company also denies liability for the leak on the customer's internal pipework on the basis that owners and occupiers are responsible for all plumbing pipework and plumbing fixtures and fittings past the OSV. I accept that under the Water Industry Act 1991, the company is not responsible for the maintenance and repair of internal pipework.
11. In any event, having considered the evidence, I cannot satisfy myself that the customer would not have incurred the costs claimed even if the meter had been replaced when the leak was reported on 6 December 2018. On this date, the leak was in progress and the hallway wall was already damaged. Therefore, on the balance of probabilities, even if the meter had been replaced immediately, the customer would have made an insurance claim and incurred the excess fee, and would have engaged the plumber and incurred the cost of repairing the internal pipework. I accept that the six day delay may have exacerbated the damage to the kitchen and hallway, but the customer's claim is not for the costs associated with the repair of the damage. Therefore, even if I had found that the company failed to provide its service to the standard the customer could reasonably expect by delaying the meter exchange for six days, which I do not, I could not conclude that the six day delay caused the customer to incur the costs claimed.
12. It therefore follows that the customer's claim cannot succeed. I appreciate that this decision is likely to disappoint the customer, but I find no basis on which to direct the company to pay the insurance excess of £500.00 or the plumber's invoice of £508.00.
13. The customer does not claim compensation for the company's error in informing her that the meter fault had been reported in November 2018. However, for completeness, I add that the company has provided evidence to show that it has already compensated the

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customer in the amount of £180.00 for customer service failings, including this error. I therefore make no further direction to the company in this regard.

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 8 August 2019 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.

KS Wilks

Katharine Wilks

Adjudicator

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