

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1621

Date of Decision: 14 November 2019

#### Complaint

On 18 April 2019, the company visited the customer's property ("the Property") to fit an internal meter. During this visit, the internal stop valve ("the ISV") was damaged and flooded the Property with clean water. The engineer did not locate the outside stop valve ("OSV") to the building before he commenced the work and, consequently, it took 35 to 45 minutes to locate the OSV and stop the flooding. The company initially accepted liability for the damage caused by the flood, but reversed this decision six weeks later on the basis that the flooding was caused by a fault on the ISV, which the company does not own and is not responsible for. The customer claims £2,704.83 for flooring that was damaged by the flood water and removed by the company without consent, £380.00 for other damaged items, and £150.00 in compensation for distress and inconvenience. The customer also requests an apology.

#### Defence

When the company's contractor was fitting a water meter at the Property, the privately installed ISV failed and caused an escape of water. The ISV failed because it was incorrectly fitted and, therefore, the company denies liability for the damage caused by the flood water and the distress and inconvenience suffered by the customer as a result of the flood. However, the company acknowledges that its customer service has, at times, failed to meet the expected standard and, therefore, it has sent a payment of £200.00 to the customer as a gesture of goodwill. The company apologises for the misinformation provided regarding the company's liability and for the delay in resolving the complaint.

The company has not made an offer of settlement.

#### Findings

Having reviewed the evidence provided by the company, I find it likely that the ISV failed when it was isolated because it was fitted incorrectly. I accept that the ISV was not owned by the company and the company is not responsible for its failing. However, the crux of the customer's complaint is that the Property was damaged because the engineer failed to locate the OSV prior to commencing the work and was unable to turn off the water supply when the flood started. The company has not commented on this element of the

customer's claim and, therefore, I am unable to establish whether the OSV should have been located before the engineer isolated the ISV, or whether the standard procedures to prevent flooding were followed. In view of this, I find that the company has failed to persuade me, on the balance of probabilities, that it provided its service to the standard reasonably expected by the average customer and that it is not responsible for the damage caused by the flood. On that basis, I find that the company should compensate the customer for the damaged flooring, rug and vacuum cleaner. I also find the customer's claim for distress and inconvenience justified but acknowledge the company's goodwill gesture in lieu of the service failings that have caused the customer distress and inconvenience. In view of this, and on the basis that I find the company responsible for the flood damage, I direct the company to pay the customer a further £50.00 for the inconvenience of living without flooring. However, the evidence demonstrates that the company has already sufficiently apologised to the customer and, therefore, I make no further direction to the company in this regard.

#### Outcome

The company shall compensate the customer in the amount of £2,704.83 for replacement flooring, £100.00 for the damaged rug and vacuum cleaner, and £50.00 for stress and inconvenience.

The customer must reply by 12 December 2019 to accept or reject this decision.

# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1621

Date of Decision: 14 November 2019

## Party Details

**Customer:** [ ].

**Company:** [ ].

## Case Outline

### **The customer's complaint is that:**

- The customer is the tenant of the property known as [ ] ("the Property") and the water account is in his name.
- The customer applied for a water meter and, on 18 April 2019, the company sent an engineer to the Property to fit one. During this process, the ISV, located in the communal hallway, was damaged and flooded both the communal hallway and the Property with clean water.
- The engineer had not located the OSV to the building before he commenced the work and, when the leak started, he had to call for emergency assistance to locate the OSV and turn the water supply off. This resulted in water gushing from the ISV in the communal hallway and into the Property for 35 to 45 minutes and, despite efforts to barricade the doors with towels to minimise the amount of water that entered the Property, severe damage was caused to the laminate flooring, a vacuum cleaner and a rug.
- If the OSV had been located before the engineer had commenced the work, as is standard practice, the water supply could have been isolated within minutes and little damage would have been caused.
- The company supplied dehumidifiers to dry out the Property and removed the laminate flooring that had been ruined by the flooding without consent.
- On 16 May 2019, the company sent a letter accepting liability and asked for quotations for the replacement of the flooring and the other damaged items. However, on 27 June 2019, the company changed its mind and sent a letter denying liability for the damage.
- Liability was initially denied on the basis that the ISV was the wrong type, then the company accepted that it was the correct type of ISV but said it had been installed incorrectly. However,

the ISV had been in situ for nine years before the flooding incident and had not caused any problems during that time. Furthermore, the company had access to the ISV on two previous occasions and the engineer admitted that he had little experience of fitting internal meters as he normally worked fitting external meters.

- The company states that a new meter has been fitted but this is incorrect; the company has still not fitted a meter at the Property. However, a water meter has been fitted to the neighbouring flat and, despite having the same type of ISV, it was fitted without incident.
- The company agreed to pay the sum of £150.00 as a gesture of goodwill as he was residing at the Property when the damage occurred and the water account is in his name. However, the money has not been received.
- The customer wants the company to pay £2,704.83 for replacement laminate flooring, £55.00 for a water-damaged hallway rug, and £330.00 for a handheld vacuum cleaner that filled with water during the flood and no longer works.
- The customer also claims £150.00 in compensation for distress and inconvenience and would like the company to apologise for the time taken to resolve the matter and for the misinformation given regarding the company's acceptance, and subsequent denial, of liability.

**The company's response is that:**

- Whilst attempting to fit a water meter to the privately-owned pipework in the communal hallway for the Property, the privately installed ISV failed and caused an escape of water. A plumber from its metering team attended and removed the faulty ISV and fitted a new one to cure the leak.
- A contractor also attended to clear up the flood water; a wet vac was used to remove the excess water and dehumidifiers were used to dry out the communal area of the building and the Property. The laminate flooring inside the Property had been damaged beyond further use so it was lifted and removed.
- It has provided an email from the Loss Adjustor who assessed the customer's claim. This explains that the ISV failed because it was incorrectly fitted, and a photograph of the ISV taken after it was removed has also been provided.
- The photograph shows that the ferrule is unusually deformed and the copper pipe is no longer inside the ferrule. Had the compression fitting been installed correctly, the ferrule would not be able to be removed from the copper pipe to which it was connected, as it would have been compressed tight onto the pipework.
- It explains that when fitting a water meter onto pipework inside a property, the ISV is not removed from the pipework. The ISV is isolated and then the pipework past the point of the ISV is cut and a meter is fitted on that section of pipework, usually using a similar compression fitting.

- The ISV had not been interfered with by its contractor prior to the isolation, therefore, the Loss Adjustor concluded that the poorly installed ISV was the cause of the leak and, ultimately, the damage to the Property.
- The customer states that the flooring was removed without permission; however, the company's contractor would not have removed private property without permission being sought. Further, it would have explained that the flooring was damaged beyond further use.
- It denies liability to replace the flooring, rug and vacuum cleaner because it did not cause the flooding; the flooding was caused by a fault with the privately-owned pipework. It also denies liability to pay compensation for distress and inconvenience.
- It acknowledges that the service provided to the customer was below the level it strives to provide. Its insurer originally advised the customer that liability was accepted, but this was rescinded after a thorough investigation into the cause of flooding. Because of this service failing, it sent the customer a payment of £150.00 as a gesture of goodwill, but the cheque was not cashed. It accepts that the cheque may have gone missing in the post and a replacement cheque for £200.00 has been sent; the £50.00 extra is to acknowledge the delay in receiving the payment.
- Regarding the request for an apology, it has already apologised to the customer but apologises again for the misinformation provided during the course of this matter and the delay in resolving the complaint.

### **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?

1. The company denies liability on the basis that the privately-owned and poorly installed ISV, isolated during the installation of the meter, failed and caused the flood. The customer states that the ISV had been in situ for nine years and did not cause a problem before the engineer isolated it, but the crux of the customer's complaint is that the engineer failed to locate the OSV prior to commencing the work and, when the ISV failed, the engineer was unable to turn off the water supply for 35 to 45 minutes. Due to this delay, a substantial amount of water flooded the Property and caused significant damage to the flooring, rug and vacuum cleaner. The customer states that, had the engineer followed procedure and located the OSV prior to commencing the work, the escape of water could have been stopped within a few minutes and the damage would have been minimal.
2. Having reviewed the defence document, and in particular the Loss Adjustor's assessment and the photograph of the ISV, I am persuaded that, on the balance of probabilities, the ISV was fitted incorrectly and failed when the engineer isolated it.
3. However, the company has not commented on the customer's assertion that the OSV should have been located before the engineer started the work and, if it had been, the water supply to the building could have been turned off within a few minutes of the ISV failing and such significant damage to the flooring and other items would not have occurred.
4. I find the company's omission critical because, on balance, I accept the customer's assertion that the escape of water over 35 to 45 minutes caused far more damage to the Property than would have been caused had the water supply been turned off within a few minutes.
5. I have been provided with no information about the standard operating procedures followed when a meter is installed and, based on the evidence provided, I am unable to establish whether the OSV should have been located before the engineer isolated the ISV or whether the normal procedures to prevent flooding were followed. However, it seems reasonable that the engineer should have made himself aware of the location of the OSV before commencing work on private pipework that, if faulty or poorly installed, could cause water to escape.
6. In view of this, I find that the company has failed to persuade me, on the balance of probabilities, that it provided its service to the standard reasonably expected by the average customer and that it is not responsible for the damage caused by the flood. On that basis, I find the company liable for the damage caused by the flood. I accept that the amount claimed

for the flooring is reasonable and supported by a quotation. I therefore direct the company to compensate the customer in the amount of £2,704.83 for replacement laminate flooring. However, I find the customer's claim for the full cost of the damaged rug and vacuum cleaner excessive because it does not account for the fact that the items were not new when they were damaged. Therefore, I direct the company to compensate the customer in the amount of £100.00 for these items.

7. Regarding the customer's claim for compensation for distress and inconvenience, having considered the evidence and the circumstances of the case, I accept that the customer will have suffered distress and inconvenience in the aftermath of the flood. I also find that the distress and inconvenience suffered will have been exacerbated by the delay in resolving the complaint, caused by the company's initial acceptance of liability and later denial of it.
8. I acknowledge the company's commitment to pay the customer £150.00 for providing incorrect information regarding liability, and a further £50.00 because the initial payment did not reach him. I find it reasonable to take this into account when considering this claim and will make no further direction to the company regarding the stress and inconvenience suffered by the customer as a result of being given incorrect information. However, he also claims for the inconvenience of living without flooring and, as I have found the company liable for this, and I accept that this must have been inconvenient, I direct the company to pay the customer a further £50.00 in recognition of its failings in this regard.
9. The customer has also requested an apology for the misinformation provided by the company and the time it has taken to resolve the issue. Having read the evidence provided by CCWater and the company's defence statement, I accept that the company has now apologised to the customer for the misinformation provided and the time it has taken to resolve the dispute. Therefore, I accept that the company has adequately apologised and I make no further direction to the company in this regard.

#### **Outcome**

The company shall compensate the customer in the amount of £2,704.83 for flooring, £100.00 for the damaged rug and vacuum cleaner, and £50.00 for stress and inconvenience.

### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 12 December 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**