

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX40

Date of Decision: 10/12/2020

Complaint

The customer says the company failed to take action to prevent sewage flooding his home. He seeks compensation in the sum of £10,000 for himself and a further £10,000 for his wife.

Response

The company denies any liability for sewage flooding. It accepts some service issues and delays in repairing the sewer. It has apologised, paid £150 for internal flooding; £20 for failing to call back; £600 towards insurance excess and; £120 towards electricity costs. It offered the customer a further £2,500 compensation for inconvenience which he refused. Upon review it now offers £5000.

Findings

I find the company failed to provide its services to the standard to be reasonably expected.

Outcome

The company should pay the customer compensation in the sum of £2500.

The customer must reply by 11/01/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-4140

Date of Decision: 10/12/2020

Party Details

Company: XWater

Case Outline

The customer's complaint is that:

1. There have been two sewer collapses affecting his property since September 2019. If the company had pumped water from the manhole continuously as it should have done, this would have prevented flooding to his property. Further, the company did not tell him to seek assistance from his insurers with the clean up for four weeks which delayed resolution. He claims £10,000 compensation for himself and a further £10,000 for his wife. In comments on the company's response, the customer says he told the company his garden was flooded on 29 September 2019, however it did not ensure the correct equipment was in place for pumping for four weeks. This was then also found to be insufficient and the company took further steps to ensure the pumping was adequate. Its lies and misinformation have caused stress and worry. He considers it could have acted to stop sewage entering his property.

The company's response is that:

1. A third party reported flooding to their garden on 24 September 2019. Following investigations it identified a sewer collapse. From 16 October 2019 it pumped water from the affected sewer continuously to reduce the risk of further flooding. However it accepts there were some service issues in this regard. On 22 October 2019 it told the customer to contact his insurers to carry out repairs to his property. However, as a goodwill gesture it arranged for a third party to deep clean and dry out the customer's property at its own cost. It started work to repair the sewer on 3 December 2019 but had to pause this for a further month while seeking relevant permissions. It kept the customer updated throughout. It completed repairs in early January 2020 and then found a second sewer collapse. There were delays repairing this due to lockdown and third party issues. Once repairs were complete at the end of June 2020 it sampled the water collecting under the customer's property and found this was groundwater, for which it is not responsible. The local

authority then took action to address this. It is not liable for sewer flooding unless found negligent. However, it does accept some service issues and delays which is why it offered an apology and compensation. It has paid £150 Guaranteed Standard Service payment for internal flooding; £20 failing to call back when agreed; £600 towards insurance excess and increase in premium for the following year; £120 towards electricity costs due to running the dehumidifier between June and September 2020. It also offered the customer £2,500 which is equivalent to £250 for each month of alleged inconvenience between October 2019 and July 2020. This was for all the inconvenience, phone calls, contacts and mis-information. However the customer refused this offer. Having reviewed the case, it would like to increase this offer to £5000.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

- Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
- 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.

Customer: The Customer

How was this decision reached?

1. The company supplies water and sewerage services to the customer and his wife. However, they are both named on the same bill. Therefore the maximum compensation payable for the household is £10,000 in accordance with section 6.4 of the Scheme Rules. And, the maximum payable for non-financial loss is £2500 for the household.

The company is not liable for sewer flooding unless found negligent. And it is not within my remit to find the company negligent.

However, it is reasonable to expect the company to carry out sewer repairs in a

timely manner. It is also reasonable to expect the company to take steps to reduce any impact to customers.

The company accepts it did not maintain continuous pumping to remove sewage water as it should have done. The company also accepts some delays in repair work and customer service issues. I therefore find the company failed to provide its services to the standard to be reasonably expected.

I note the company did not refer the customer to his insurers immediately. It accepts it should have done so, however explains it was seeking to assist the customer as far as possible first. It carried out cleaning works at the customer's property but could not remove his floorboards. It then referred him to his insurer to carry out further works. While I accept the company could have informed the customer to contact his insurers at the outset, I do not consider it a failing that it did not do so; the customer could have contacted his insurers at any time to seek advice. I do not consider the company failed to provide its services to the standard to be reasonably expected in this regard.

I cannot find the company responsible for the sewer flooding but I accept on balance that the company's failure to maintain pumping increased the likelihood of flooding under the customer's property. And, that its delay in repairs meant the customer suffered the impact of the flooding for longer than he would otherwise have done. The customer has not detailed any financial losses or set out the basis for his claim for £10,000. However, having reviewed the CCWater correspondence I note the customer had sewage water under the floorboards of his house until the matter was resolved, causing him and his wife to suffer the strong smell of sewage. I also note the customer was caused stress and inconvenience in his communications with the company. Bearing in mind I cannot say to what extent the company's actions exacerbated the flooding to the customer's property and noting some delay in completing the repairs was outside of the company's control, I consider the company's offer of £500 per month, total £5000 compensation is both fair and reasonable for the stress and inconvenience the customer and his wife suffered. However, under the Scheme Rules I cannot direct the company pay more than £2500 for such non-financial loss.

The customer confirmed in comments on the preliminary decision that his claim was for both him and his wife and for £10,000 each. However, upon review of the Scheme Rules, I must limit the award to £2500. It remains at the company's discretion whether to uphold its original offer.

Outcome

1. The company should pay the customer compensation in the sum of £2500.

What happens next?

This adjudication decision is final and cannot be appealed or amended.

The customer must reply within 20 working days to accept or reject this final decision.

- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date in which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

Justine Mensa-Bonsu
Adjudicator