

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X263

Date of Decision: 04/03/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer claims that the company failed to maintain its sewer pipework surrounding the boundaries of her property. The company's failure contributed to sewer flooding to her property on four occasions between November 2019 and February 2020. The customer is seeking the company to pay compensation of £6,950.00 comprising of £700.00 for her insurance excess, £3,750.00 being the cost of exterior work to her property and £2,500.00 for the distress and inconvenience incurred.

Response

The company says that the customer's flooding is due to surface water entering its network, causing hydraulic overload. The company has completed mitigation work to its sewerage network and at the customer's property. The company has also carried out additional work on the customer's private pipework to reduce the risk of further flooding. The company provided the customer with a claims pack in April 2020 for her insurance excess, which has not been completed and returned. Furthermore, the company has offered £150.00 as a gesture of goodwill for various service failures. The company has not made any further offers of settlement.

Findings

I am satisfied that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning maintaining its sewer pipework surrounding the boundaries of the customer's property. However, I am satisfied there are failings regarding customer service.

Outcome

The company shall pay compensation of £150.00.

The customer must reply by 01/04/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

1. • The company failed to maintain its sewer pipework surrounding the boundaries of her property. • The company's failure contributed to sewer flooding to her property on four occasions between November 2019 and February 2020. • The customer is seeking the company to pay compensation of £6,950.00 comprising of £700.00 for her insurance excess, £3,750.00 being the cost of exterior work to her property and £2,500.00 for the distress and inconvenience caused.

The company's response is that:

1. • The customer's flooding is due to surface water entering its network, causing hydraulic overload. • The company has completed mitigation work to its sewerage network and at the customer's property. • The company has also carried out additional work on the customer's private pipework to reduce the risk of further flooding. • The company provided the customer with a claims pack in April 2020 for her insurance excess, which has not been completed and returned. • Furthermore, the company has offered £150.00 as a goodwill gesture for various service failures and to recognise the inconvenience and distress incurred.

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.

How was this decision reached?

1. The dispute centres on whether the company has failed to maintain its sewer pipework surrounding the customer's property.
2. The company must meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008.
3. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a leak, it must investigate thoroughly to determine whether the company's assets are to blame and, if repairs are required, make such repairs to prevent further leaks.
4. From the evidence put forward by the customer and the company, I understand that on 15 November 2019, the customer contacted the company to report internal flooding affecting her property. The company attended the property the same day to investigate the flooding and found clear evidence of flooding after heavy rainfall. The sewer was checked and found to be free flowing. The company applied a credit of £170.00 under its Guaranteed Service Standards (GSS) scheme.
5. On 20 December 2019, the customer experienced further flooding of her property. The company then investigated matters further and found that the nearby sewers were surcharged, and the nearby pumping stations were also running at full capacity. The flooding experienced by the customer was found to be due to hydraulic overload of the system.
6. The customer reported further flooding incidents on 7, 9, 16 and 20 February 2020, which were found to have been caused by either hydraulic overload of the system, highway drainage or sewer abuse. The evidence shows that the company attended the property at each incident and investigated the root cause of the flooding. Within this period, the customer raised a complaint concerning the flooding, followed by a further email on 23 February 2020.
7. The company undertook further investigations to determine why the customer's property seemed to be the only property within the village that was being significantly impacted by flooding. It was established that a developer had previously disconnected the customer's surface water pipework from the network and the installed soakaway, which had now failed. The company also found issues with the highway drainage and blockages downstream of the customer's property.
8. Between 26 February and 30 April 2020, the company confirmed to the customer that it would install a Non-Return Valve, add further storage and replace

a private inspection chamber at the customer's property which had been damaged. The company also notified the customer that it expected to be contacted by the customer's insurance company if the insurance company believed that the company was liable for any damage to the customer's property. A goodwill payment of £510.00 in accordance with the GSS was also made by the company for the additional flooding incidents.

9. Between 30 April and 21 December 2020, the company undertook extensive mitigation works, with the only remaining works being two flood doors that were still in manufacture. During this period, the evidence shows that the mitigation works and further investigations were delayed for reasons associated with the Covid-19 pandemic. The company accepts that it provided poor service in this regard and offered the customer £150.00 to recognise this. Within the same period, the customer raised various further issues regarding insurance excess, damp damage and external damage costs, which could not be resolved. The customer progressed the dispute to CCWater in July 2020 to resolve.

10. However, the evidence shows that CCWater was unable to resolve the issues with her insurance excess, damp report, and the cost of exterior work to her property. The company's final position was that the insurance excess and damp report would be considered part of a claim. Until it had received the customer's completed claims pack, which was sent on 30 April 2020, this could not be considered. Concerning the cost of exterior work to her property, the company's mitigation contractor confirmed that it had advised the customer that it could do the waterproof sealing but not the rendering as that is specialist work. The contractor understood that the customer's insurance company would be arranging the rendering, and the customer would let it know once this work had been completed. Once completed, the company would then arrange for the waterproof sealant to be applied. To date, the customer has not contacted the company's mitigation contractor to confirm either that the rendering has been completed or that her insurance company are not arranging the work.

11. The customer remained unhappy with the company's final position, and on 12 January 2021, commenced the WATRS adjudication process.

12. In regards to whether the company has failed to maintain the sewer network surrounding the customer's property, whilst the flooding incident on 15 November 2019 was the cause of substantial damage to the customer's property, under section 94 of the Water Industry Act 1991, in the absence of negligence, the company is not liable for the escape of the contents of public sewers.

13. The evidence shows that the flooding to the customer's property was not just due to hydraulic overload as there were also issues with the highway drainage and

changes made to the private surface water drainage at the property by a developer employed by the customer.

14. After careful analysis of the correspondence and evidence, I cannot find any indication that the company has been negligent concerning the sewers surrounding the customer's property. Surveys were undertaken by the company that show the sewer had no significant defects and was operating freely. As demonstrated by the correspondence within the CCWater documents and in the company's response, the company investigated the cause of the flooding. The company completed mitigation work to its sewerage network and has carried out additional work on private pipework at no cost to the customer. Whilst I appreciate the customer's position, I am of the view that the company investigated the flooding as best it could and acted appropriately according to the results of its investigations.

15. Therefore, I find there are no grounds to conclude that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the investigation of the source of the flooding at the customer's property. Accordingly, this aspect of the customer's claim cannot succeed.

16. The company has certain obligations in respect of its customer services. The evidence shows that, where appropriate, the company made GSS payments as required by the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008, and it has also made additional goodwill payments where the customer has not been eligible for GSS payments.

17. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why it could not consider the customer's insurance excess and damp costs until it had received the customer's completed claims pack, furthermore, why its contractors could not undertake the water sealing until the customer had informed it of the render being completed.

18. On review of the CCWater documentation, I note some delays in responding to the customer on multiple occasions during the mid-part of the dispute. Whilst I sympathise with the customer regarding the inconvenience, stress and disruption, I find the redress requested of £2,500.00 is disproportionate to the matters complained of. On careful review of all the evidence, I am satisfied that a more appropriate sum bearing in mind the issues in dispute would be the company's offer of £150.00. Considering this, I find that the sum of £150.00 adequately compensates the customer for the customer service failures and the inconvenience and distress incurred.

necessary in order to enforce the decision.
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19. The customer has made comments on the Preliminary Decision. Whilst I appreciate the customer's position, on careful review of the additional documents I find that the customer's comments and photographs do not affect my findings as set out in my decision.

20. Considering the above, I find that the customer has not proven that the company failed to provide its services to the standard to be reasonably expected by the average person concerning whether the company could not maintain its sewer pipework surrounding the boundaries of the customer's property. However, I am satisfied there have been failings regarding customer service.

Outcome

1. The company shall pay compensation of £150.00.

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.

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.

- 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.

Mark Ledger
Adjudicator