

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X388

Date of Decision: 03/06/2021

#### Party Details

**Customer:** REDACTED

**Company:** REDACTED

#### Complaint

The customer claims that the company damaged her driveway whilst addressing a flooding incident at a neighbouring property. Once this issue was raised by the customer the company provided poor customer service. The customer wants the company to restore her driveway to its previous state of repair.

#### Response

The company says that its clean-up caused no damage to the customer's driveway. The driveway was already in poor condition as evidenced by the photographs taken onsite and available online. Accordingly, the company is liable for any remedial work to the driveway. Considering some customer service failings and the external sewer flooding, the company has made various payments under its Guarantee Standards Scheme totalling £115.00. 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 the customer's driveway. Concerning customer service, I find no failings for which the customer has not been already adequately compensated.

#### Outcome

The company needs to take no further action.

The customer must reply by 01/07/2021 to accept or reject this decision.

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## Case Outline

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

• The company damaged her driveway whilst addressing a flooding incident at a neighbouring property. • Once this issue was raised by the customer the company provided poor customer service. • The customer wants the company to restore her driveway to its previous state of repair.

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

• Its clean-up caused no damage to the customer's driveway. • The driveway was already in poor condition as evidenced by the photographs taken onsite and available online. • Accordingly, the company is liable for any remedial work to the driveway. • Considering some customer service failings and the external sewer flooding, the company has made various payments under its Guarantee Standards Scheme totalling £115.00.

## 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 damaged the customer's driveway

whilst addressing a flooding incident at a neighbouring 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, the company needs to investigate thoroughly if 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 31 August 2020 the company attended a neighbouring property to investigate flooding from a manhole. The company cleared a block from its pipework using a high-pressure water jetter. At the same time the company's contractor found flooding from a gully at the customer's property which they then cleaned up.

5. The evidence shows that the customer was unhappy with the clean-up and the company used a jet washer to clean the whole drive and also put down disinfectant. It was noted that further attendance was needed to carry out a CCTV survey of the sewer.

6. On 1 September 2020, the customer contacted the company as she remained unhappy with the clean-up and it was arranged that the company would attend on 2 September to further clean. I understand that clean-up carried out on 2 September was more extensive than would usually be done and work was also carried out at neighbouring properties including a CCTV survey of the sewer.

7. Between the 7 and 23 September 2020, the customer contacted the company at various times as she remained unhappy with the clean-up at her property. I understand that the company offered a further clean-up which was refused.

8. Between 21 October and 1 December 2020, the company attended the customer's property twice to remove blockages from the sewer pipework surrounding her property. The company also cleaned the sewer and undertook CCTV surveys.

9. The customer remained unhappy with the company's responses and unwillingness to undertake repairs to her drive and progressed the dispute to CCWater in March 2021 to resolve. However, the evidence shows that CCWater was unable to resolve the issues with her driveway. The company's final position was that its clean-up caused no damage to the customer's driveway. The customer remained unhappy with the company's final position, and on 1 April 2021,

commenced the WATRS adjudication process.

10. As to whether the company damaged the customer's driveway whilst addressing a flooding incident at a neighbouring property. The evidence shows that flooding from a gully on the customer's property occurred whilst the company was clearing a blockage in the sewer. The company's contractors used a high-pressure water jetter to clear the blockage in a sewer, which I understand is standard practice throughout the water industry. The company says in its response that on occasions, depending on the layout of the pipe work, this can cause some flooding even if all the correct processes are followed.

11. The company has provided various photographs which show that the driveway was already in poor condition before the work was undertaken in August 2020. After careful analysis of the correspondence and evidence, I cannot find any indication that the company damaged the customer's driveway. As demonstrated by the correspondence within the CCWater documents and in the company's response, the company repeated its clean up twice and offer to clean up a third time which was refused. Whilst I appreciate the customer's position, I am of the view that the company did clean up as best it could and acted appropriately according to the results of its investigations.

12. Concerning the above, I am of the view that the company did investigate any damage to the customer's driveway as best it could and acted appropriately according to the results of its investigations. I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the customer's driveway. Accordingly, this aspect of the customer's claim does not succeed.

13. The company has certain obligations in respect of its customer services. 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 request to carry out remedial work to her driveway. 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. Accordingly, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.

14. Considering the above, I find the evidence does not prove that the company failed to provide its services to the standard to be reasonably expected by the average person concerning whether the company damaged the customer's driveway. I am also satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated.

## Outcome

1. The company needs to take no further action.

## 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.

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**Mark Ledger**  
**Adjudicator**