

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X476

Date of Decision: 11/08/2021

#### Party Details

Customer:

Company:

#### Complaint

The customer claims that following an internal sewer flooding on 27 February 2020, the company failed to answer his questions or provide a full report relating to the flooding incident and the remedial work to prevent further flooding. Once his complaint had been raised, the company provided poor customer service. The customer is seeking the company to provide an update regarding the work undertaken together with an increase in the goodwill gesture payment offered.

#### Response

The company says the customer was sent an initial report in August 2020 regarding the flooding and the remedial work to prevent further flooding. An additional report was sent in February 2021, following the planned cleanse of the sewer completed in January 2021. The company does not routinely provide updates to customers once an inspection or visit has taken place due to the amount of resources this would involve. The company recognises there have been service failures and has credited the customer £170.00 under its Guaranteed Standards Payment scheme and offered another £130.00 as a goodwill gesture. The company believes this offer is fair and reasonable in the circumstances and will not increase it. The company has not made any offers of settlement.

#### Findings

I am satisfied the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding its report or answering the customer's questions. However, I am satisfied there have been failings concerning customer service for which the customer has not already been adequately compensated, and I direct the company to pay the customer the sum of £130.00 for this aspect of his

claim.



The company shall pay the customer the sum of £130.00.

The customer must reply by 09/09/2021 to accept or reject this decision.

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## Case Outline

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

• The customer claims that following an internal sewer flooding on 27 February 2020, the company failed to provide answers to his questions and a full report relating to the flooding incident and the remedial work carried out to prevent further flooding. • Once his complaint had been raised, the company provided poor customer service. • The customer is seeking the company to provide a full report regarding the work undertaken and an increase in the goodwill gesture payment offered.

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

• The customer was sent an initial report in August 2020 regarding the flooding and the remedial work to prevent further flooding. • A further report was sent in February 2021, following the planned cleanse of the sewer completed in January 2021. • The company does not routinely provide updates to customers once an inspection or visit occurs due to the amount of resources this would involve. • The company recognises there have been service failures and has credited the customer £170.00 under its Guaranteed Standards Payment scheme and offered another £130.00 as a goodwill gesture. • The company believes this offer is fair and reasonable in the circumstances and will not increase it.

## 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. 1. The dispute centres on whether the company failed to provide a full report and answer the customer's questions.
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. 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.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
4. The evidence shows that on 27 February 2020, the customer's property was affected by sewer flooding. It was reported to the company, who attended to investigate and carried out further work to CCTV and cleanse the sewer.
5. A Guaranteed Standards Payment of £170.00 for the flooding was processed on 3 April 2020, and a letter was sent to the customer to confirm this. I understand that the customer then had several questions he wanted answers to, and he also wanted a full report relating to the flooding incident and the remedial work carried out.
6. Following further correspondence between the parties, the company sent the customer its report in August 2020. However, the customer still had some additional questions, so a site visit was arranged for 28 August 2020. Following this site visit, the company applied a credit of £170.00 to the customer's account as it recognised that there had been some customer service failures during its dialogue with the customer.
7. The customer continued his contact with the company from November 2020 to February 2021 as he wanted some amendments made to the report, and he was of the view that there remained some outstanding questions to be answered. I understand that he was also unhappy with the compensation payment made. During this period, the customer service the customer had received was reviewed, and a further £130.00 was offered as a goodwill gesture.
8. However, the customer remained unhappy and contacted CCWater in January 2021 to pursue the matter further. I understand from the evidence that at the end of

the CCWater investigation, the company had explained that it would not increase its offer as the sums already offered were fair and reasonable in the circumstances. Furthermore, all the customer's questions raised had been answered. The customer remained unhappy, and on 25 June 2021, commenced the WATRS adjudication process.

9. Concerning whether the company failed to answer the customer's questions or provide a full report relating to the flooding incident, the evidence shows that the company found there to be silt built up downstream in its sewer network, and the flooding the customer experienced was caused by this silt. I understand a CCTV survey and cleanse were carried out, and the system was fully restored to full capacity and to help prevent this from happening again, the company added the section of sewer to its planned cleansing program.

10. It was agreed with the customer that the company would attend every six months and would report the findings back to the customer after each cleanse. I understand that, following the flooding and subsequent work carried out, a report was sent to the customer in August 2020, and a further report was sent in February 2021 following the planned cleanse of the sewer completed in January 2021.

11. With regards to the various questions raised by the customer throughout his dialogue with the company, the evidence shows that all the customer's questions were answered either within the company's dialogue or once the issue was passed to CCWater.

12. In light of the above, 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. The customer has been provided with the reports as agreed and the company has endeavoured to answer the customer's questions.

13. The company has certain obligations in respect of its customer services. After careful review of the evidence, I find the company had not given clear or concise guidance throughout its dialogue with the customer, and this failure to provide sufficiently informative responses to the customer's complaint has led to a long, drawn-out dispute. The company says that it reviewed the handling of the customer's complaint and admits that there had been some service failures. In recognition of this and as a gesture of goodwill, the company has applied a credit of £170.00 to the customer's account and offered a further £130.00. After careful review of all the correspondence provided in evidence, I am satisfied that the company's offer was fair and reasonable in the circumstances to cover the various customer services failures, the complaint and any distress or inconvenience to the customer. Accordingly, I direct the company to pay the customer the additional £130.00 offered.

14. The customer has made comments on the Preliminary Decision stating that his complaint was not that the company failed to answer his questions or provide a report, but he had to relentlessly chase for these. Having to chase for responses is a failure in customer service. As above I have found there have been failings concerning customer service for which the customer has not already been adequately compensated and I have directed the company to pay compensation for such. Accordingly, I find that the customer's comments do not alter my final decision.

15. In light of the above, I find the evidence does not show that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its report of the flooding incident and the works undertaken to prevent further flooding, nor does the evidence show that the company failed to provide its services to the standard to be reasonably expected when investigating these issues. Concerning customer service, I find the company had not given clear or concise guidance throughout its dialogue with the customer and I direct the company to pay the customer the sum of £130.00 for this aspect of the claim.

## Outcome

1. The company shall pay the customer the sum of £130.00.

## 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.

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**Mark Ledger**  
**Adjudicator**