

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X622

Date of Final Decision: 22 November 2021

Party Details

Customer:

Company:

Complaint

The customer complains that the company promised to pay compensation for losses caused through flooding at his property. He says that the company had incorrectly installed a non-return valve (NRV) for his benefit and failed to maintain this and this caused the flood. The company originally accepted liability but then changed its mind and said it would only pay for the part of the customer's loss that it had already agreed that it would meet. He asks for the company to reverse its current decision on liability.

Response

The company says that it is not liable for this claim. It argues that although the NRV was incorrectly installed and not maintained, it is confident that the loss was caused by excessive rainfall and not by the valve. In any event, the company refers to the decision in Marcic v Thames Water and says that the customer cannot claim for the company's failure to maintain its network.

Findings

The company had taken a specific measure in 2015 (installation of the NRV) that was intended to benefit the customer. However, the installation had been defective and whereas the company would have maintained the valve as part of its annual programme, it had omitted to add the valve to its plan. This was not, therefore, a question of the strategic decisions of the company but a failure to carry out responsibilities towards the customer which it had assumed. Initially, the company acknowledged that the above matters had caused the loss, but it changed its mind because its insurer challenged the customer's insurers to provide "strict proof" which they could not do. The company refused to meet all of the customer's loss. I find that the company's actions did not meet the service standards that an average customer would reasonably expect. The customer is entitled to compensation. Although I am prepared to review this in my Final Decision, in the absence of clear evidence that the

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customer's loss has exceeded that which he may be compensated for by the company in terms of the agreed payment, the guaranteed service standard (GSS) payment and compensation by his own insurers, he is entitled to compensation for distress and inconvenience only. I assess this at £12.50 per month for the 19 months in which this dispute has continued. If the company has not paid the sum that it promised to pay and made a GSS payment, the company must make these payments also.

Outcome

The company needs to take the following actions:

- a. If it has not already done so, make the promised payment to the customer of £367.02; and
- b. If it has not already done so, make a guaranteed service standard payment to the customer; and
- c. Pay further compensation to the customer of £237.50.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/ X622

Date of Final Decision: 22 November 2021

Case Outline

The customer's complaint is that:

- The customer complains of sewer flooding experienced on 15 February 2020. He says that this occurred although a non-return valve was in place, having been fitted on 18 January 2015. This failed, which caused the flooding.

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- The customer says that the non-return valve was not on a maintenance schedule. Following the flooding, this has been placed on a 6 monthly maintenance schedule.
- The company has commissioned a report into the circumstances, but the company has not disclosed this. The customer has applied by way of a data subject access request which has been unsuccessful.
- The customer has raised a claim against the company in respect of the flooding. The company has declined liability for the valve failure, arguing that it that it was unaware of an ongoing problem.
- The customer would like the current liability decision overturned.

The company's response is that:

- The customer had experienced multiple sewer flooding incidents in 2014, which the company responded to and in 2015 fitted a non-return valve (NRV) to help reduce the impact of any future floodings. Following the installation of the NRV, there were no more reported incidents of flooding at the customer's property.
- In 2020, the customer again contacted the company as he suffered from another flooding incident following a heavy/prolonged period of rain. The customer believed the flooding was due to the company's failure to maintain their NRV and not because of the weather.
- The company arranged for two of their teams, along with the local waste-water expert to determine the cause of the flooding and carry out further investigations. The company acknowledged that the NRV had been installed incorrectly and not maintained but arranged investigations to confirm the source/cause of the flooding.
- The company offered to cover the uninsured losses which had been highlighted to them by the customer following the flooding. The company referred the claim to their insurers as it soon became evident that the claim was for more than it could settle. The company's insurers then took over the claim and began to correspond directly with the customer as well as their own insurers.

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- After careful review of the claim, the company's insurers denied any liability as there had been a considerable period of time between the NRV installation and the first flooding. It would have been down to the customer's insurers to prove beyond doubt that the NRV was the only reason the property flooded as the circumstances which caused the flooding would have happened in the previous 5 years.
- The customer has been through stages 1 & 2 of complaints procedure.
- The company refers to the decision in Marcic v Thames Water, ([2003] UKHL 66) and states that it is not liable to make payment of the sums claimed by the customer.

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.

I have also taken into account in this Final Decision the comments made by the customer on my Preliminary Decision.

How was this decision reached?

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1. It is common ground in this case that following the installation of an NRV by or on behalf of the company on 18 January 2015, an instance of flooding occurred from the company's sewers in February 2020.
2. As the company points out in its response, under the Water Industry Act 1991, sewerage companies are not generally liable for the escape of the contents of public sewers in the absence of negligence. This is because the Water Industry Act 1991 places the obligation to oversee the actions of water companies in this respect solely on Ofwat as regulator and not on the courts. The position, I find, is that:
 - a. Decisions relating to the provision and maintenance of a sewerage network are by law matters that are overseen by Ofwat. In the court case that concerned repeated escapes of sewage called Marcic v Thames Water, the UK's most senior court ruled that the courts have no power to review the strategic decisions of companies in relation to improving the network. The reason for this decision was that overview of the company's decision-making in this area was found to be, under the Water Industry Act 1991, the responsibility of Ofwat and not the courts. The courts may, however, hear complaints relating to negligence.
 - b. When escapes of sewage occur, companies are required to make guaranteed payments under the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 (GSS payments) unless the cause was due to an exempted event. Such events include exceptional weather. These are standard payments that may not reflect the loss that a customer has suffered.
 - c. Although WATRS is a specialist adjudication scheme, its position is similar to that of a court. This is because its function is to resolve individual disputes between customers and companies, not to undertake a strategic review, such as would be necessary when considering competing interests for investment. Adjudicators under this Scheme have no power to direct that companies should provide capital funding for strategic works.
 - d. Additionally, I draw attention to rule 3.5 of the Water Redress Scheme Rules (2020 edition) which states that WATRS cannot be used to adjudicate disputes which fall into one or more categories, including "any matters over which OFWAT has powers

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to determinate an outcome”. Accordingly, in accordance with the WATRS Scheme Rules, any claims that flooding was caused due to a strategic failure to maintain or repair in accordance with the company’s statutory duty cannot be adjudicated under the WATRS Scheme, on the basis that these are matters over which OFWAT has powers to determine an outcome pursuant to Section 94 and Section 18 of the Water Industry Act 1991.

3. The issue that arises in this case, however, I find is not wholly about whether the company has failed in a strategic way, but as to the services supplied by the company to this customer specifically. The customer alleges “negligence”. I have no jurisdiction to make a finding of negligence under the Scheme, but I can consider, as indicated above, whether the company has supplied its services to the standard that would reasonably be expected. I bear in mind, however, that this cannot apply to the company’s strategic decision-making.
4. I find that the following specific matters need to be considered:
 - a. It is now common ground that when the NRV was installed, it was not installed correctly.
 - b. The customer says that he was told that the NRV, having been installed, would be maintained. When he contacted the company on 19 February 2020, the customer complained that the valve had failed and wanted to know whether it had been maintained as promised. The company has acknowledged that the NRV was not maintained.
 - c. Following certain discussions between the customer and the company in February and March 2020, the customer was told in an email dated 19 March 2020, that the NRV had caused the flood and that the company would cover certain of the customer’s uninsured losses and the balance of the claim would be dealt with between the company’s and customer’s insurers. The company agrees that its insurer has now declined to meet the customer’s claim and it denies that the NRV caused the damage.
 - d. The basis upon which the company now denies liability is that the customer has not supplied “strict proof” that the NRV was responsible for the flooding incident. The

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customer says that the company has not disclosed its own investigations into this and a customer is not reasonably in a position to provide “strict proof” of a repaired asset belonging to the company.

5. I note also that CCW’s submissions say that “claims” are outside the scope of its remit. I note, however, that the WATRS jurisdiction includes both wastewater services and “other issues which have been the subject of an internal company complaint procedure and which are not excluded under Rules 3.4 or 3.5”. The customer’s complaint is not, I find, excluded under rules 3.4 and 3.5 and the customer has pursued his complaint through the company’s internal processes through to stages 1 and 2. I find that this complaint is not outside the scope of the Scheme and I note that the company does not ask me to find that it is outside my powers on the basis only that it concerns a claim.
6. Accordingly, while I do not make a determination based on the company’s strategic decision-making, I do address below the specific service standards complaints referred to above.

Incorrect installation

7. The papers indicate that the NRV was installed in the company’s asset on 18 January 2015 to benefit the customer’s property specifically. It was a direct response to two incidents of flooding that had been caused at the customer’s property in 2014, on 8 and 10 August 2014. Although no detail is given in the documentation about this, I find that it is likely that both these events occurred because the sewers had become surcharged. The usual cause of surcharge is blockage or high rainfall.
8. While I find that the company could not have been compelled to take this action as part of its overall responsibility to maintain and improve the sewerage, by deciding that the NRV should be installed, I find that the company had assumed responsibility to carry out that step. I find that it was foreseeable that if the valve was installed defectively such that could enable a back-flow of wastewater, the customer would not receive the intended benefit from the installation. His property could again be damaged by flooding from the sewer. The company was therefore on notice that the customer’s interests may not be protected if the installation of the NRV was incorrect and it enabled wastewater to bypass the protection.

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9. In these circumstances, therefore, I find that an average customer would reasonably have expected that the company would carry out the installation correctly.
10. It is common ground that this was not carried out correctly. The customer says that on inspection, the valve was found to be unclipped which had led to the build up of silt, which in due course had caused flooding. While I accept that it is probable that the work was carried out by the company's subcontractors, the installation was nonetheless being undertaken on the company's behalf. I find that the company would have been liable for a failure by its subcontractors to carry out the work correctly.
11. It follows that I find that in not installing the NRV correctly, the company fell short of the standard that would reasonably have been expected by an average customer.

Absence of maintenance

12. The customer says that he was told that the NRV would be maintained by the company. As explained above, I find that the company could not have been compelled to place the NRV in its annual maintenance programme because this was the company's strategic decision-making. The company had, however, taken a decision that the NRV should form part of its annual programme so no question of the suitability of its strategy arises, as is shown by its correspondence with the customer on 4 March 2020. The company wrote the to the customer stating:

“The valve was not added to our planned maintenance programmes, and yes we perform an annual maintenance of our assets yearly, however as this was not added to the plan, it has never been inspected so far as I am aware. Needless to say, the NRV needs to go on to the maintenance plan, and apologies for this not occurring once installed.”

13. On the basis of that acknowledgement by the company, I find that the company did intend to inspect the NRV and it would have been within its normal practice to have done so. The only reason why this did not occur, therefore, was as a result of an error, for which the company has put forward no explanation. The company, I find, thus failed to take the step that would reasonably have been expected by an average customer, therefore, namely, to inspect the valve.

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14. The customer says that, had the valve been inspected, it would have been revealed that its installation was incorrect. There is no clear evidence as to this, but I note that the company has not denied it. It is also, I find, a reasonable inference from the circumstances. I therefore find that it is more probable than not that, had the inspection been carried out, the company would have discovered the installation fault.
15. Although, therefore, the company says that it had no knowledge of the faulty valve in the five years between installation and the flood, it is more probable than not that the reason for this was that the company had not supplied its services to the expected standard.
16. Moreover, although the company argues that the absence of incidents means that the valve must have been working, there is no supporting evidence for this because there is no evidence that the functionality of the valve was challenged in these years.

Refusal to meet the claim.

17. The documentation shows that the following events occurred:

- a. In the email of 19 March 2020, the company provided information regarding the customer's insurance claim.

As discussed, our waste team have agreed to reimburse you £367.02 in respect of your excess and uninsured loss for carpet which was not covered by your household insurance company. I understand you wish to consider this offer and you'll be in touch to confirm your decision concerning this.

...

Regarding our conversation about the claim you've submitted to your insurers, I can confirm that if your own insurers believe we've been negligent, they should submit a claim to us on your behalf. This would then be passed to our insurers for handling.

- b. On 26 March 2020, the customer emailed the company to request reimbursement of costs for arranging the cleanup and taking time off work. On 30 March 2020, the

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customer's partner emailed the company with a quote from a carpet company to replace the damaged carpet. This stated:

I hope you are well. I've been asked by x to contact you regarding the section of our insurance claim that our insurance company is not covering. I have included below the invoice sent to me by the insurance appointed carpet company which details the shortfall value (in the region of £726). Apologies for the valuation sent previously by x as all costs had not been factored into this amount.

- c. On 14 April 2020, an email was sent on behalf of the customer to the company chasing an update on the claim.
- d. On 23 April 2020, the customer emailed the company requesting an update on his claim and asking when it would be settled.
- e. On 28 April 2020, the company responded to emails sent by the customer's partner explaining its position on insurance claims and who deals with them on the company's behalf.
- f. On 13 May 2020, the customer's insurers contacted the company to request an update on their email
- g. On 14 June 2020, the company was sent an email from the customer's insurers.
- h. On 16 June 2020, the customer's insurers emailed the company chasing an update.
- i. On 17 June 2020, the company's insurers emailed the customer's insurers asking for the reason behind the contact. The customer's insurers replied the following day.
- j. On 25 June 2020, the company's insurers sent an email to the customer confirming that they were still reviewing the liability decision. On 25 June 2020, the customer's partner responded, querying why this arose, as the company had already agreed liability.

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- k. On 1 July 2020, the customer's insurers asked the company's insurers for an update. No response was received so a chaser was sent on 15 July 2020.
- l. On 6 August 2020, the company's insurers emailed the insurers to confirm that they were still investigating.
- m. On 19 August 2020, the company's insurers emailed the customer's insurers. The insurers at that point raised concerns about the link between the flooding and the NRV. The company's insurers stated:

Following our investigations into this matter I can confirm that my client accepts the faulty installation of the NRV however we do have causation concerns. The NRV was installed in 2015, we believe that it is likely that similar storms in the previous years would have brought this issue to light prior to February 2020 if the NRV was in fact the cause of the issue. We believe that you will struggle to link the installation from 5 years ago to this damage as there have been no reported issues since its installation and therefore put you to strict proof.

Should your argument be that the storm in February 2020 was more severe than any previous storms since 2015 we would argue that in that case the proximate cause of the incident was the weather event that my client cannot be held liable for. We would argue that due to the severity of the storm the incident would have occurred in any event, regardless of the manner of the NRV installation.

- n. On 26 August 2020, the customer emailed the company as his concerns and claim still had not been answered and the issue was taking too long. He said:

At this moment we still await a formal apology and also compensation payment from your insurers which have exceeded 90 days and not responded to recent messages or provided us with ant level of customer care or assistance. In short we feel the service provided taking into account the trauma your company has caused us to be totally unsatisfactory and wish to

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make a complaint at the highest level as your treatment of us is simply appalling and wrong.

Please feel free to review the damage caused to our property from the extensive photos taken and explain why it has taken this long to provide any level of compensation.

- o. On 8 September 2020, the company's insurers emailed the customer to provide further information on the liability decision. The insurers stated:

I understand that you may already be aware that we are in correspondence with your property insurers and that liability for the incident has been disputed. In order to successfully make an insurance claim against my client you must be able to prove that the incident in question was caused directly and solely as a result of the action or inaction of my client.

Whilst the NRV is accepted to have been installed incorrectly, your insurers must provide evidence that the incident was caused as a result of that installation and not another factor. The NRV was installed in 2015 and there have been no reported issues since the installation until a severe weather event in March 2020. We have requested evidence from your insurers to prove that the installation of the NRV is the cause of the incident, without that information we will be unable to progress the matter further.

Please also be aware that if the weather event is found to be the cause of the issue this is not something that my client can be held liable for as it is a factor out of their control.

- p. On 8 September 2020, the customer emailed the company's insurers to request further information on NRV maintenance as they were disputing the liability decision.
- q. On 9 September 2020, the customer emailed the company asking it to take ownership of the claim following the liability denial from the company's insurers.
- r. On 21 October 2020, the customer's insurers emailed the company to make contact with them and make them aware they may need to take legal action should the company not accept liability.

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- s. On 5 January 2021, the customer's insurers contacted the company to bring the claim to an end and wanted to settle.
- t. On 15 January 2021, the company emailed the customer's insurers explaining their stance on the matter and referring them to the company's insurers.
- u. On 26 April 2021, the customer emailed the company and confirmed that the claim was £925.00.
- v. On 10 May 2021, the company emailed the customer in relation to his claim. The company said:

Your claim was forwarded to our insurers, who were dealing directly with your insurance company. Your insurers didn't provide sufficient evidence to link the non return valve as the cause of the flooding, so redacted denied the claim and emailed your insurer to advise them accordingly. As your insurers have settled the claim, the losses would be theirs and we're unable to consider your request to reimburse these costs. As your insurance company were instructed to act on your behalf, they had control over the claim and all communication should have been through them.

- w. On 27 July 2021, the customer emailed the company as he has reviewed their email and taken separate advice from the Consumer Council for Water (CCW). The customer also asked for all the details that the company holds on his property.
- x. On 30 July 2021, the company emailed the customer to ask it to confirm receipt of his previous email and to send the information under his Subject Access request.

18. It is clear from this history therefore that the company had agreed in principle that it had been responsible for the loss and that it changed its position purely because the company's insurer had challenged the customer's insurer to prove causation. While I accept that the company's communication to the customer of 19 March 2021 did not confirm that it would meet a claim over and above the offer made of the insurance excess plus £367.02, it equally gave no indication that the company would challenge causation. Nor, I find, was the

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customer told that if he made a claim above a certain financial threshold, the company would not meet this.

19. The company's submission suggests that the reason that the company changed its mind was because its insurer refused to meet the liability as the insurer alleged it had not been proven that the loss was caused by the defective valve. The company, which had previously not indicated this intention, now takes the insurer's stance. In its response, the company states:

The flooding in 2020 was predominantly caused by a significant amount of rainfall which would still have caused flooding in the property. Even if the NRV had been installed correctly and worked as it should, the amount of rainfall was above the level in which all sewers are designed to cope with. STW are confident, if the events which caused the flooding had occurred in the 5 years before, it would have also caused flooding. The NRV would not have been able to prevent the significant amount of rain from forcing its way out of the network and into the surrounding areas.

20. As to this, there are two questions. The first is whether the company has supplied its services to the standard that would reasonably be expected in reaching a firm conclusion that the failure correctly to install or maintain the NRV valve was not causative of the customer's loss. The second is whether an average customer would reasonably have expected that the company would have changed its position in this way.

21. I address the question of causation. On 19 March 2021, the company wrote:

As you're aware the sewer flooding was caused by a faulty non return valve which had not been installed correctly in January 2015. Usually our maintenance plan would ensure that the first check would have picked this up, however it was not put onto any maintenance plan at the time, and subsequently hasn't been checked for 5 years.

Both the non-return valve at your property and a neighbouring property have now been added to a maintenance programme for our team to carry out a routine maintenance inspection every 6 months.

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22. This, I find, is an acknowledgement by the company as to the cause of the flooding. As indicated above, however, the company's position is now very different.
23. I find, however, that the company has put forward no clear evidence as to why this might have been. The documentation submitted makes clear that on 9 March 2021, the company carried out an inspection at the property and determined that substantial quantities of silt needed to be cleared away and that this had impeded the decision as to the cause of the flood. The notes from that date indicate that the company intended to revisit to assess this. The company has supplied no information about the subsequent visit. The next communication was that of 19 March 2020, referred to above, in which the company acknowledged liability.
24. The evidence shows also that the company had also commissioned a report into the flood – seemingly from a company called L. This has not been disclosed. I make clear at this point that the customer complains that there has been a failure to comply with the data subject access request which would, he says, have included this report. I do not have jurisdiction to address this, however, because data matters are the province of the Information Commissioner's Office. I do note, however, that the company has not put forward a copy of this report and therefore, even if the Lanes report supports the company's current position (which has not been asserted by the company), the company has not put forward evidence on which I can place weight.
25. Accordingly, although the company has expressed itself "confident" that the defective installation and lack of maintenance of the NRV was not responsible for the flood, this has not been supported by any evidence. Additionally, it is notable that the company's insurer also put forward no supporting evidence for its position, but rather put forward an argument to which it required the customer's insurer to provide "strict proof" in rebuttal. The company's insurer thus placed a burden on the customer's insurer to disprove the insurer's own conjecture about the circumstances. Basically, the insurer was saying, "we challenge you to prove this". I find that this does not establish the accuracy of the insurer's conjecture. I find that it does not establish a state of affairs about which the company, acting reasonably, could have been "confident".

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26. Accordingly, I find that in its dealings with the customer, the company has not put forward a clear and reasonable explanation as to the factual basis upon which it has formed a “confident” view that it had expressed itself inaccurately on 19 March 2020.
27. Turning now to the second question, I find that the reasoning above assists in whether the company would reasonably have been expected to change its position because its insurer has declined to accept responsibility to make the payment. By way of clarification, I make clear that the role of an insurer is to underwrite losses that a company suffers in accordance with its insurance policy. If the company suffers a loss, for example because it has agreed to make certain payments that are outside the scope of the policy, it does not follow that the company is not liable for these. The consequence is that the company may suffer an uninsured loss, but this, I find, does not mean that a claimant against the company is not entitled to receive payment if this is due. It follows, therefore, that I find that an average customer would not reasonably expect a company to change its position in this way.
28. While, therefore, I acknowledge that the communication of 19 March 2020 envisaged that the customer’s insurer would be obliged to take up the issue with the company’s insurer, I find that an average customer would also not expect a company to decline liability if the company’s insurer adopted a position that was contrary to the concession that the company had already made.

Requirement for strict proof

29. I find that this is particularly so where the customer had been asked to provide “strict proof” of a matter that was predominantly within the expertise and experience of the company and as to which the company had provided the customer with none of its investigation results.
30. An average customer would not, I find, consider this requirement to be consistent with expected service standards.

Redress

31. Overall, therefore, I find that company has not provided its services to the standard that would reasonably be expected by an average person. I find that the customer is entitled to

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redress and that such redress should reflect the loss that the customer has suffered in consequence of the flooding to his home.

32. It does not follow, however, that the customer is entitled to the sum of £925.00 that was claimed on 26 April 2021, for which there is no supporting calculation.
33. The company has said that it would pay the customer the sum of £367.02. The customer's complaint is that nothing has been paid, so I find that if this sum has not already been paid, this should be paid to the customer now.
34. In addition, CCWater indicates that the company would have been liable to make payment under its Guaranteed Service Standards Scheme equal to the customer's annual sewerage charges (with a minimum of £150.00 and maximum of £1,000.00). There is no evidence as to how much that sum might have been or whether it has been paid. As the company now says that the cause of the flooding was exceptional weather, I find that it is possible that this has not been paid. As, however, the company accepted that the cause of flooding was the NRV and has put forward no evidence to the contrary, I find that the GSS payment for internal flooding should be paid to the customer.
35. Some part of the customer's loss has been met by his own insurer. There is no evidence as to what amount this might be.
36. Additionally, I find that the customer, who has had to deal with these distressing circumstances involving a dispute with the company and its insurers for approximately 19 months, is entitled to some compensation for inconvenience and distress.
37. In the absence of clear evidence of the customer's uninsured loss, I must carry out an assessment. In my Preliminary Decision I invited the parties to put forward additional evidence as to the loss that has been suffered. The customer has put forward evidence from Rice's Carpets dated 20 March 2020 as to his uninsured loss which he says totals £725.00. However, this invoice is very unclear. At the top of the invoice it makes reference to "betterment costs". On reading the invoice, however, it is not clear that the trader has restricted this only to "betterment" (for which neither the company nor the customer's insurer would reasonably be expected to pay because neither is under an obligation to pay for improvements to the customer's home), but the trader has also included renewal costs. It is

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therefore not clear what part of the sum of £725.00 relates to renewal and what relates to an uplift in quality of the carpeting, save that I find that no part of the costs of recarpeting bed 1 upper-level fall within the scope of a claim that can be made against the company. Furthermore, no evidence has been put forward as to what the insurer has paid. This invoice does not, I find, show that the company is liable for any further payments than those discussed in my Preliminary Decision.

38. I find, therefore, that I am in the same position as I was at the time of my Preliminary Decision and I have to make an assessment. In doing so, I assess the probable level of guaranteed payment at £450.00 (being slightly above the national average for sewerage charges) and I take into account that the company will have paid the promised sum of £367.02. This gives a total payment to which I find the customer is entitled of £817.02. I do not make a further award of compensation under this head of claim.

39. I find, however, that it is fair and reasonable to direct compensation for inconvenience and distress. I find that it is fair and reasonable to assess the additional payment that must be made by the company at £12.50 for each of the 19 months that this dispute has remained unresolved, namely £237. 50.

40. It follows that I direct that the company shall:

- a. If it has not already done so, make the promised payment to the customer of £367.02; and
- b. If it has not already done so, make a guaranteed service standard payment to the customer. and
- c. Pay further compensation to the customer of £237.50.

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Outcome

The company needs to take the following actions:

- a. If it has not already done so, make the promised payment to the customer of £367.02; and
- b. If it has not already done so, make a guaranteed service standard payment to the customer. and
- c. Pay further compensation to the customer of £237.50.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 20 December 2021 to accept or reject this 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 on 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.

Claire Andrews

Claire Andrews, Barrister, FCI Arb.

Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.