

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X740

Date of Final Decision: 7 February 2022

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer claims that the company damaged her driveway while addressing a leak outside her property under the public footpath. Once the customer raised this issue, the company provided poor customer service. The customer is seeking the company to pay compensation of £2,500 to restore her driveway to its previous state of repair.

#### Response

The company says that its repairs to its pipework underneath the public footpath caused no damage to the customer's driveway, as evidenced by the photographs taken on-site and available online. Accordingly, the company is not liable for any damage to the driveway. Considering some customer service failings, the company has made various goodwill payments under its Guarantee Standards Scheme, totalling £30.00. The company has not made any further offers of settlement.

#### Findings

I am satisfied that the evidence shows that the company did provide its services to the customer to the standard to be reasonably expected concerning the customer's driveway. Concerning customer service, the evidence shows no other 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 28 February 2022 to accept or reject this decision

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# ADJUDICATOR'S FINAL DECISION

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## Case Outline

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

- The company damaged her driveway whilst addressing a leak under the public footpath outside her property.
- Once the customer raised this issue, the company provided poor customer service.
- The customer is seeking the company to pay compensation of £2,500 to restore her driveway to its previous state of repair.

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

- Its repairs to its pipework underneath the public footpath caused no damage to the customer's driveway, as evidenced by the photographs taken on-site and available online.
- Accordingly, the company is not liable for any damage to the driveway.
- Considering some customer service failings, the company has made various goodwill payments under its Guarantee Standards Scheme, totalling £30.00.
- The company has not made any further offers of settlement.

## 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 another disadvantage as a result of a failure by the company.

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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 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 while addressing a leak under the public footpath outside her 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 2 and 12 March 2021, the company attended the footpath outside the customer's property to investigate a leak. On 21 March 2021, the company took photographs of the area outside the customer's property and notified the customer that excavation works were going to take place to repair the leak.
5. The evidence shows that on 23 March 2021, the company reattended the site and excavated the footpath. The photographs provided by the company show that the repairs to the footpath directly outside the customer's driveway entrance were completed the same day, and the complete repairs were finished on 26 March 2021.
6. On 25 March 2021, the customer contacted the company to advise that there was a crack in her driveway following the company's works. On 29 March 2021, the company reattended the site to jet wash the area and it also took photographs of the entrance to the drive to establish whether a crack had been caused by the works. The company advised the customer that there is no evidence of any damages within or near excavation site on the driveway on review of the pictures.

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7. Between 2 June and 25 August 2021, various discussions took place between the customer and the company relating to the location of the crack and whether the company was responsible. The customer remained unhappy with the company responses and unwillingness to undertake repairs to her drive and progressed the dispute to CCWater in September 2021 to resolve. However, the evidence shows that CCWater could not resolve the issues with her driveway. The company's final position was that its repairs to the footpath caused no damage to the customer's driveway. The customer remained unhappy with the company's final position, and on 30 November 2021, the WATRS adjudication process commenced.
8. With regard to whether the company damaged the customer's driveway whilst addressing a leak under the public footpath outside her property, the evidence shows that whilst the repairs were undertaken outside the customer's property, the company did not enter the property's boundaries or its driveway.
9. The company has provided various photographs showing no damage to the driveway in the area beside the company's excavation works. The company has also provided photographs acquired online which show the footpath outside the customer's property in September 2016 and October 2020. These photographs show cracks in the footpath around the area in front of the customer's drive concurrent with localised movement and general wear and tear.
10. After careful analysis of the correspondence, photographs and other evidence, I cannot find any indication the company damaged the customer's driveway. The evidence shows that once the driveway issue was raised, the company investigated the issue as best it could and concluded that no damage was done to the customer's driveway when it was undertaking the repairs to the footpath. Whilst I appreciate the customer's position, I am satisfied that the evidence shows the company undertook the repair to the footpath without damaging the driveway.
11. Concerning the above, I am satisfied 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 fails.
12. 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

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had adequately explained the reasons behind why it could not consider the customer request for remedial work to her driveway. The evidence shows that, where appropriate, the company made goodwill payments totalling £30.00. Accordingly, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.

13. Both the company and customer have made minor comments on the preliminary decision. Having carefully considered each aspect of the customer's and company's comments I find that they do not change my findings, which remain unaltered from the preliminary decision.

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. However, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated.

#### **Outcome**

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 by 28 February 2022 to accept or reject this 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.



**Mark Ledger FCI Arb**  
**Adjudicator**

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