

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/YW/X821

Date of Final Decision: 23 March 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer says the company has failed to take measures to prevent repeated flooding of his parent's property and provided poor customer service. He claims for the company to: make changes to its network to provide a long term solution to the flooding; put in place the flood prevention measures as recommended by a specialist in November 2021; provide a written copy of relevant assessments, reports, recommendations and plans and; pay an unspecified sum of compensation for the delay in action and the distress and inconvenience arising due to flooding and the ongoing issue.

#### Response

The company says the main cause of flooding is excessive rainfall and there is not a quick solution to this. It continues its investigations. It does not accept it provided poor customer service but it previously offered £250.00 compensation as it could have provided a better service in the circumstances. It denies the claim.

#### Findings

The evidence shows the company failed to provide its services to the standard to be reasonably expected in respect of the customer service provided. However, the company has already provided a suitable remedy.

#### Outcome

The company does not need to take any further action.

The customer must reply by 22 April 2022 to accept or reject this decision.

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# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/YW/X821

Date of Final Decision: 23 March 2022

## Case Outline

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

- He complains on behalf of his parents.
- Their property has suffered flooding multiple times over the last four years but the company has not put in place any long term solution.
- The company promised a long term mitigation plan but it has since said it is awaiting funding and it has not provided any details of the plan or when it may be implemented.
- The company has not provided water butts as promised and it has not kept in regular contact as promised. He encloses copies of correspondence exchanged with the company to demonstrate this.
- He claims for the company to: make changes to its network to provide a long term solution to the flooding; put in place the flood prevention measures as recommended by a specialist in November 2021; provide a written copy of relevant assessments, reports, recommendations and plans and; pay an unspecified sum of compensation for the delay in action and the distress and inconvenience arising due to flooding and ongoing complaint.
- In comments on the company's response the customer says the company has not addressed the remedies requested and its offer of £250.00 compensation is derisory.
- In comments on a preliminary decision the customer questions how the company's systems can be built to withstand one in 30 year weather events when there have been multiple floods in the last four years. He did not consider there had been exceptional weather and questioned who defined "exceptional" and how he could prove this was not the case.

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

- It has provided work records in relation to flooding incidents at the property since 2019 to show flooding has arisen for multiple reasons.
- While there have been minor problems with both the public and private network, including issues like displaced joints, blockages, and a faulty non-return valve (NRV) the main cause and risk of flooding is and will continue to be extreme rainfall.
- Its sewers and treatment works are equipped to deal with a one in thirty years event by requirement. Persistent and heavy rainfall above this threshold can lead to sewer or pumping station overload.
- It continues to work with the customer, their approved contractors and service partners, along with other key stakeholders to find the most appropriate form of mitigation or resolution. However it also has a responsibility to utilise its limited resources in the most efficient ways available.
- It asked a flood defence specialist to make recommendations at the customer's property as a courtesy however their report made recommendations outside the scope of their brief. It has therefore asked them to re-survey or requote for works. It does not have permission to share this report with the customer.
- It does not have records of on site discussions and so cannot provide these to the customer.
- It considered installing water butts but then decided these would not assist. It apologises if the customer thought these would be installed.
- It intends to continue its investigation into the village across the wider wastewater network. This will allow it to locate and repair any defects across the network which, could be increasing the risk of flooding.
- It will consider an appropriate solution once the investigation of the wider network is completed. To complete an investigation of this size can take several years and it cannot provide a timescale for completion at this stage.
- It is confident the level of communication has been sufficient but, given the vulnerability of those affected it accepts a more personalised approach with more regular contact could have potentially improved the experience for the occupiers. It offered a goodwill payment to the occupiers of £250.00 in light of this and would be happy after the installation of the flood defences to have a further discussion around goodwill.

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## 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.

## How was this decision reached?

1. I can only find that the company should provide a remedy for any flooding if the evidence shows the flooding has arisen because the company failed to provide its services to the standard to be reasonably expected.
2. The company's records show flooding has occurred due to third party blockages and heavy rain. There are also references to the company repairing faults in its pipework but the records do not clearly identify these as the sole or main cause of any flooding.
3. I cannot hold the company responsible for third party blockages as it has no control over the actions of third parties.
4. It is reasonably expected that the company's systems should be able to cope with heavy rain but it is not reasonably expected for them to cope with exceptional rainfall events. The company's records refer to a pumping station overload and the company's defence suggests this would only happen during an exceptional rainfall event. In correspondence with CCWater the company also referred to exceptional rainfall events. On the limited information available I consider there

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is not enough evidence for me to find, even on a balance of probabilities, that the flooding occurred due to weather events that the company should have been prepared for and/or inadequacy of the company's systems or assets.

5. There is no evidence to suggest the company failed to properly maintain its sewers which resulted in the reported faults or that if so, this was the main reason for any flooding.
6. In summary, the evidence does not show flooding has arisen because the company failed to provide its services to the standard to be reasonably expected. Therefore I cannot consider a remedy for any distress and inconvenience arising from any flooding.
7. To address the customer's comments on a preliminary decision; I note Ofwat exempts companies from making payments for sewer flooding under the Guaranteed Standards of Service where there is exceptional weather. It explains that most sewers are designed to cope with storms that occur once in every 30 years but where the weather is more severe than this customers cannot expect the sewer system to cope and so payment is not due. Ofwat goes on to define exceptional weather as instances where a large number of properties are flooded or where there is extensive flooding. Further that companies can provide evidence to support an exemption by way of contact records with customers and contractors, for instance. I took this guidance into account in reaching my findings above. I also note that the CCWater documents provided showed the company previously explained it was not liable for exceptional weather events such as in this case and the customer had not previously challenged this.
8. There is a lack of evidence the company promised the customer a long term mitigation plan. In any event it would not be required to provide full details of this to the customer. I acknowledge the company has detailed its plans in communications with the customer and again within its defence. I also recognise that the customer is unhappy with the level of detail provided. However, the company is not required to do more. The evidence does not show the company failed to provide its services to the standard to be reasonably expected in this regard.
9. There is no evidence the company promised to install water butts and then reneged on this promise. I therefore cannot find the company failed to provide its services to the standard to be reasonably expected in this regard.

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10. The company has no obligation to provide the documents requested by the customer. I therefore cannot find the company failed to provide its services to the standard to be reasonably expected in this regard.
11. The customer complains of the company's poor level of communication including delays in the company responding to CCWater. He has provided records of correspondence with the company from 2019. I have reviewed this carefully but I have only referred to key points in this decision.
12. In March 2021 the company accepted its communications had been poor and offered £250.00 as a goodwill gesture, paid in May 2021. On the limited information available this appears to have been an adequate remedy at that time.
13. By email of 13 May 2021 the company confirmed to the customer the actions it would take, namely further investigations into the cause of flooding in the village. It warned this could take years to complete and said it would follow up the email by formal letter. The customer repeatedly chased the company for this letter and sought a detailed breakdown of the company's plans to July 2021. In July 2021 he complained he was still awaiting contact and that he had not received a report as promised. There were further issues with contact, with the customer not receiving a call as expected. The company then provided a more detailed update of its actions on 5 August 2021. After the customer chased again, the company provided a further detailed breakdown of its plans for action on 28 October 2021. The customer remained unhappy with this and progressed a complaint with CCWater.
14. CCwater contacted the company on 8 December 2021 and sought a response in 10 working days. The company responded to CCWater in a timely manner on 22 December 2021. It accepted poor service regarding its communications and credited the customer's account in the sum of £250.00 as a gesture of goodwill.
15. I am satisfied the customer's documents evidence the company failed to provide its customer services to the standard to be reasonably expected. I am also satisfied the company's payment of £250.00 provided an adequate remedy in line with the WATRS compensation guide. I therefore consider no further payment is warranted. I appreciate the customer was unhappy with this offer in consideration of everything his parents suffered. However I can only consider a

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remedy for the failings proven under this adjudication. In this case this is limited to the customer service issues outlined above.

16. On 24 December 2021 CCWater referred the customer to WATRS. I cannot consider any new complaints raised thereafter which did not complete the CCWater complaints process before the customer contacted WATRS.

17. I acknowledge the customer remains unhappy with the level of service provided by the company however I cannot consider ongoing issues.

#### **Outcome**

The company does not need to take any further action.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 22 April 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.



J Mensa-Bonsu LLB (Hons) PgDL (BVC)  
**Adjudicator**

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