

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X845

Date of Final Decision: 30 March 2022

Party Details

Customer:

Company: Ang

Complaint

The customer claims that the company failed to maintain its sewer pipework surrounding the boundaries of her property, which led to her toilet flooding. The company's website indicated that the issue was with the customer's private pipework. However, after employing a private contractor, it was found that the blockage was with the company's pipework. The customer is seeking the company to take responsibility for the flooding and reimburse the external contractor's cost of £420.00.

Response

Whilst the company appreciates that the customer may not have known if the issue was in her private drain, for which she would be responsible, or in the company's pipework, she instructed private contractors to carry out work, and the company cannot be held liable for the costs incurred by the customer for investigations on her private pipework. However, the company reviewed the matter and agreed to compensate the customer with £100.00 as a gesture of goodwill towards the invoice. This was issued directly to the customer's bank account, which was accepted by the customer. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows that the company did not fail to provide the customer's services to the standard reasonably expected concerning the customer's private contractor and the blockage within its sewer pipework.

Outcome

The company needs to take no further action.

The customer has until 20 April 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company failed to maintain its sewer pipework surrounding the boundaries of her property, which led to her toilet flooding.
- The company's website indicated that the issue was with the customer's private pipework. However, after employing a private contractor, it was found that the blockage was with the company's pipework.
- The customer is seeking the company to take responsibility for the flooding and reimburse the private contractor's cost of £420.00.

The company's response is that:

- Whilst the company appreciates that the customer may not have known if the issue was in her private drain, for which she would be responsible, or in the company's pipework, she instructed private contractors to carry out work, and the company cannot be held liable for the costs incurred by the customer for investigations on her private pipework.
- However, the company reviewed the matter and agreed to compensate the customer with £100.00 as a goodwill gesture towards the invoice.
- This was issued directly to the customer's bank account, which was accepted by the customer.
- Accordingly, no further sums are due.

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.

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

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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 has failed to maintain its sewer pipework surrounding the customer's property and should reimburse the customer's private contractor's cost of £420.00.
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 company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its own Guarantee Standards Scheme (GSS).
4. From the evidence put forward by the customer and the company, I understand that on 8 January 2022, the customer found that her toilet was blocked and, after consulting the company's website, found that her private pipework was her responsibility. The customer then employed a private contractor to investigate the issue, who found that a blockage existed on the company's pipework, which the company would need to make good. Following this discovery, the customer contacted the company to advise of the loss of her toilet facilities and to confirm that her private contractor had declared that it was the responsibility of the company, as the blockage was found on the company's sewer pipework.
5. On 9 January 2022, the company attended the customer's property and cleared the blockage in its pipework. Between 10 and 14 January 2022, various discussions took place between the company and the customer on who was responsible for the private contractor's costs, as the issue had been found to be the company's pipework. The company's position was that it denied that it was negligent in its actions as it had resolved the issue promptly, and any such blockage was not a result of the company's negligence. The customer believed that she would not have had to employ a contractor had there been no issue with the company's pipework.
6. On 13 January 2022, the company offered to contribute the private contractor's invoice of £100.00 as a goodwill gesture. The evidence shows that the payment was made on 14 January 2022.

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7. However, the customer believed that the company should be responsible for the total costs of the contractor and on 27 January 2022, progressed matters to CCWater to resolve. However, the evidence shows that CCWater was unable to resolve the dispute, with the final position being that the company denied that it was negligent in its actions as it had resolved the issue in a timely manner, and any such blockage was not a result of the company's negligence. The customer remained unhappy with the company's final position and, on 9 February 2022, commenced the WATRS adjudication process.
8. As to whether the company should reimburse the customer's private contractor's total costs of £420.00, under section 94 of the Water Industry Act 1991, in the absence of negligence, the company is not liable for the escape of the contents of public sewers.
9. As stated within the company's defence documents under section 94 of the Water Industry Act 1991, in the absence of negligence, the company is not liable for the escape of the contents of public sewers. After careful analysis of the correspondence and evidence, I cannot find any indication that the company has been negligent regarding the sewer. As shown by the evidence, the company investigated the cause of the flooding and repaired the defect on the following day it was identified.
10. At the time of the flooding incident, I find that the customer would not have known there was an issue with the company's sewer network, and therefore it would have been reasonable to assume that the problem was with her own private pipework and, in turn, appointed a private contractor to investigate. I note that the customer says that she selected a private contractor because of the company's website. However, on review of the appropriate pages on the website, it advises customer's who experience sewage flooding to contact the company, who will then investigate. The evidence shows that the customer did not contact the company until after employing a private contractor.
11. Whilst I sympathise with the customer, I believe the company cannot be held responsible for the customer's costs where there is no indication that the company has been negligent regarding the sewer and the customer has not reported the issue to the company before taking action. I note that the company has made a goodwill gesture towards the cost of the private contract, and after careful analysis of all the evidence, I find that the company did investigate the flooding as best it could once it was alerted to the incident and acted appropriately according to the results of its investigations. Considering the above, 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

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average person concerning investigating the source of the flooding, the customer's private contractor and clearing any blockages at the customer's property.

12. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's response documents, 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 was not liable for the customer's private contractor costs. Accordingly, I am satisfied there have been no failings concerning customer service.
13. The customer has made comments on the preliminary decision concerning that her claim is in connection to the financial loss occurred because of a main blocked pipe that was the company's responsibility. Having carefully considered each aspect of the customer's comments I find that they do not change my findings, which remain unaltered from the preliminary decision as the company cannot be held responsible for the customer's costs where there is no indication that the company has been negligent regarding the sewer and the customer has not reported the issue to the company before taking action.
14. Considering the above, I find the evidence has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the customer's private contractor and the blockage within its sewer pipework, nor has it shown the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings regarding customer service.

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 20 April 2022 to accept or reject this decision.

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- 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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