

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X941

Date of Final Decision: 11 June 2022

Party Details

Customer:

Company:

Complaint

The customer says the company failed to identify a collapsed sewer when it should have done meaning he suffered wastewater flooding in June 2021. It then took a long time to repair the sewer. He seeks compensation of £6000.00 for items damaged in the flood and £2500.00 for distress and inconvenience.

Response

The company says the customer experienced flooding due to third parties putting unacceptable items in the sewer. It is not responsible for this. The collapsed sewer occurred at a later date. It has since identified customer service failings and made payments totalling £340.00 to the customer. His claim for distress and inconvenience is not substantiated. It denies the claim.

Findings

The evidence shows the company did not provide its customer services to the standard to be reasonably expected. However, I am satisfied it has already provided a suitable remedy for this.

Outcome

The company does not need to take any further action.

The customer must reply by 11 July 2022 to accept or reject this decision.

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ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X941

Date of Final Decision: 6 June 2022

Case Outline

The customer's complaint is that:

- His property flooded with wastewater in June 2021.
- He has suffered flooding previously and the company has always said the issue arose due to wet wipes in the system, including on this occasion. However, after investigating, the company found a collapsed sewer.
- He believes the collapsed sewer is the reason for each incident. If the company had investigated properly after the first flood in 2020 he would not have suffered further flooding and damage to his property in June 2021.
- The company then took 8 months to repair the sewer.
- He seeks £6000.00 for damage to his property and £2500.00 for stress and inconvenience.
- In comments on the company's defence, the customer says he does not believe wet wipes blocking the sewer caused the flooding. There had been no issues since the company repaired the collapsed sewer and on one occasion its staff said this contributed to the flooding. If the company had investigated properly earlier, it could have resolved the issue and prevented the flooding. Therefore, it should pay him damages. It has been extremely stressful dealing with the company and its insurers since the flooding in June 2021. There have been many failings by the company and so he considers his claim for distress and inconvenience should be met in full.
- The customer had no further comments to add to a preliminary decision.

The company's response is that:

- In June 2020, the customer reported a blockage. Its work notes from that date show its engineers found the sewer blocked with paper/rag.
- The flooding in June 2021 was also due to third parties misusing the sewer. Its work notes again show its engineers found a blockage of paper/rag. There was also an exceptional rainfall event at the time which would have contributed to the flooding.

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- It offers a basic clean up service at no cost to customers. However, it went over and above, appointing specialists to clean the customer's property.
- On 31 August 2021, it found a collapsed section of sewer. There is no evidence to suggest this had collapsed at the time of the earlier flooding incident. It repaired the sewer in early 2022, taking steps to prevent any flooding in the interim. It has outlined why this took longer to complete than expected.
- On review it has found some customer service failings and it has now sent a payment of £340.00 to the customer as a goodwill gesture for these. This was for poor communications following the flooding; it denies responsibility for the flooding itself. It has also identified it did not make CGS payments for the flooding incidents and it will arrange these now upon the customer providing a copy of his water bill.

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. The company has provided copies of work records that show it found the sewer blocked with third party items following the flooding incidents in June 2020 and June 2021. It cleared the blockages on each occasion and the flooding was resolved. There is nothing to suggest the

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company had cause to investigate further following these incidents or should reasonably have been expected to.

2. While it is evident the company identified a collapsed sewer in August 2021, it is not possible for me to say, even on balance, that this was present earlier. I note the customer has provided a letter from the company issued in September 2021. The staff member refers to the collapsed sewer and says such a collapse can contribute to blockages and flooding. However, the staff member does not say this was the cause of the flooding in June 2021. I therefore find this letter does not assist the customer's position that the collapsed sewer caused earlier flooding incidents.
3. On review of the evidence, I am satisfied on the balance of probabilities that the sewer flooded in June 2021 due to third party misuse. The company cannot be held responsible for any damage arising in such instances. The evidence does not show the company failed to provide its services to the standard to be reasonably expected and so the customer's claim for the company to pay for damaged items is unable to succeed.
4. The customer has not detailed his claim for distress and inconvenience on his WATRS application. However, on review of the CCWater documents submitted alongside the claim, I note the customer was unhappy chasing the company to complete the sewer repair; a lack of response in October 2021; not being told about CGS payments and; the company not being proactive in putting in place flood mitigation measures.
5. I have not seen any evidence the customer spent time chasing the company to complete the sewer repair or any evidence he suffered any disadvantage due to the time it took to carry out the repair. The company has evidenced it spoke to the customer in October 2021. However, it accepts it did not give full information about CGS payments and it is taking steps to rectify this. It has also accepted other customer service failings, namely its poor level of communication with the customer. I therefore find the company failed to provide its customer services to the standard to be reasonably expected.
6. In regards to the customer's claim for compensation for distress and inconvenience, I have not seen any substantive evidence to show he has suffered any distress due to the customer service failings proven. I also note that the company has since made a payment totalling £340.00 in recognition of these. While I appreciate the customer will have suffered both distress

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and inconvenience due to the flooding incident and in pursuing a claim with the company and its insurers, these matters would be stressful in any event. I cannot consider a remedy unless I find that a failing by the company directly resulted in a loss or disadvantage to the customer. Bearing this in mind, I find the customer has not justified his entitlement to compensation beyond the payment already made by the company. I therefore find his claim for compensation for distress and inconvenience is unable to succeed.

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 11 July 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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