

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X353

Date of Final Decision: 8 March 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer complains of repeated instances of flooding since 2003 including two major incidents that occurred in 2015 and 2020 (in fact the correct date is 2021). This caused insurance claims totalling approximately £400,00.00 and he and his family had to live in a caravan for many months. He says that the company has failed to take action. He also complains that the company promised a tanker for the second flood that did not attend, and laid a new pipe through the customer's garden but left it open, flooding the ditch with raw sewage. The next day the company connected this. The company returned a couple of months later to complete the rest of the works, only to find that the sewerage already laid was wrong and needed repositioning. There was a burst freshwater pipe and the clean water pipe was replaced. This lasted for four hours before bursting again. The company dug up the entire drive and "left it a mud bath" and damaged the patio. It took months for the compensation for this to be paid and the company refused to pay for damage to the customer's car as they did not tell the customer to use his drive, and this is what had led to the damage. It took months to get a payout to repair this. The customer also had to wait in for workmen who did not attend. The customer says that he was promised compensation but, following the removal of the case officer from his position, the offer made is "insulting". He asks for an apology and increased compensation.

Response

The company denies liability for this claim. It says that it investigated thoroughly and it was a complicated problem with a number of causes. It says that its remedial works are now complete, and it is willing to offer the customer compensation of a further £1174.00 in addition to the sum of £2462.52 that has already been paid. It denies liability for any further sum.

Findings

I have no jurisdiction to compensate the customer for failures by the company to undertake strategic works in the past that have failed to prevent floods occurring on his land and affecting his home. The decisions made by companies to undertake capital investment are made by Ofwat and not adjudicators under this Scheme. I can consider questions of customer service and I have considered the complaints made by the customer above and amplified in the correspondence with the Consumer Council for Water. I find that in respect of matters arising since the start of the flood in January 2021, the company did not meet expected standards in certain ways. These matters have not, I find, been

taken into account in the company's offer. I find that it is fair and reasonable to increase this offer by £170.00.

Outcome

The company needs to pay compensation to the customer of £1,344.00.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X353

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Case Outline

The customer's complaint is that:

- Since 2003, there have been a very large number of flooding incidents at the customer's home with hundreds of phone calls, hundreds of visits and clean ups but yet nothing done physically to solve the issue. Countless workmen told the customer that the pumping station cannot cope but it is all down to money.
- In 2015 the sewers overloaded and flooded his home. He had to make a large insurance claim and he and his family lived in a caravan for nearly a year. For the next five years the company investigated but took no remedial action even though the customer was told that there was a possibility of fitting a flood door.
- There were some other incidents over the following five years, but these did not result in flooding that entered the property.
- In January 2020, the sewer started to become overcharged. The customer called for a tanker and was told that one was on the way. The tanker did not attend. The house was flooded again causing approximately £200,00.00 of damage and the customer again had to live in his caravan.
- A large number of incidents then followed:
 - The company laid a new pipe through the customer's garden but left it open, flooding the ditch with raw sewage. The next day the company connected this.
 - The company returned a couple of months later to complete the rest of the works, only to find that the sewerage already laid was wrong and needed repositioning.
 - There was a burst fresh water pipe and the fresh water pipe was replaced. This lasted for four hours before bursting again. The company dug up the entire drive up and "left it a mud bath" and damaged the patio. It took months for the compensation for this to be paid and the company refused to pay for damage to the customer's car as they did not tell the customer to use his drive, and this is what had led to the damage. It took months to get a payout to repair this.
- The customer says that he had countless problems, with people not turning up when promised, items damaged, etc. The customer says that he was told that he would have a large compensation package but before the offer was made, the case manager was removed and only £1,100.00 was

offered. The customer considers this to be an insult. He says that this does not even cover the extra insurance over the next 5 years, let alone any form of compensation.

- The customer asks for an apology and compensation.

The company's response is that:

- The company received a report of flooding in 2015. It attended the customer's property following that report and found multiple issues both on the shared and private networks. All issues were resolved over a period of 14 months due to the extensive investigations and works required. Those investigations and works involved the company, the local authority and Environmental Health. The company placed the sewer on a 3 monthly flush, due to the lack of fall on the sewer.
- No further issues were reported until April 2018 when the customer suffered restricted toilet usage.
- The customer reported experiencing the same issue between March and October 2019. The company's investigations found that **XX** sewage pumping station (the XX) had been overwhelmed by heavy rain and had been impacted by a large blockage of wipes which appeared to come from the petrol station adjacent to the customer's property.
- In January 2021 the customer once again suffered internal flooding due to a build-up of fat in the sewer along with pump failure at the **XX**. A piece of clay pipe was also found to be intruding into the sewer and the customer's private supply pipe was also leaking.
- In January 2022 the company carried out a 70-metre relay of the sewer network in the area due to the sewer network having dropped.
- A further contact was received from the Customer in February 2022 during Storm Dudley where a report was made of external sewage flooding. Investigations carried out by the company showed that the **XX** was struggling with the volume of water entering the public sewer. In addition, there was also a blocked private highway type gully at the rear of the petrol station. The escape from this gully was infiltrating into a foul manhole that connected to the T2011 sewer.
- Findings over the course of company investigations also showed that the customer's property has no public connections to the front of the property. However, there is a land drain that falls under the responsibility of the landowner.
- Contractors on behalf of the customer's insurance company have carried out an excavation on the soakaway at the Property, which was found to be defective. Due to this, there was nowhere for surface water to go, causing external flooding at the property. In order to abate that flooding, the customer was lifting the foul manhole at the property, allowing the surface water to enter the public sewer causing the network to overload, back up and cause more flooding.
- The issues found on investigation that affected the customer's property therefore were:

- A misconnected private sewage pumping station. The company has spoken with the owner of the **XX** and advised them on reconnecting this correctly.
 - The soakaway at the property not working correctly. Work was carried out on the soakaway by the customer's insurance company. The excavation meant that the surface water had nowhere to go and the Customer lifted the foul sewer manhole at the property allowing this to infiltrate and inundate the foul sewer causing further flooding.
 - Surface water misconnections to the foul sewer. The company worked with the Highways department to have these connected correctly.
 - **XX** becoming overloaded during heavy rains that have caused the beck to burst its banks and several surface water connections into a foul only system. This occurred during named storms, in normal rainfall this issue would not occur.
 - A large surface water council culvert that served the highways gullies along the **XX** was holding water. The company suspected it could potentially have been capped. During wet weather this has overflowed into the foul only sewer. The company has worked with the Highways department to clear this culvert.
 - Blockages of unsuitable materials e.g. fat and blue roll from local businesses, which are out of the company's control. The company's Network Protection team have worked closely with these local businesses to educate and instruct on correct disposal of materials.
 - The non-return valve (NRV). Due to the issues on the line, the NRV would shut during high rainfall events. This provides limited storage within the upstream section of the sewer, The NRV was replaced with a new one.
 - A leak on the customer's private supply pipe. The supply pipe was replaced as a goodwill gesture for the customer. This was repeated once the company carried out some sampling and found that petrol was infiltrating the MPDE pipe used. The company re-laid using metal pipe.
 - A swilly in the public sewer line. The company re-laid 70 meters of public sewer pipe. This removed the swilly from the line and also regained the fall on the sewer that had dropped.
 - Clay piping infiltrating the sewer network. This was removed, restoring the flow to the sewer.
- The company has apologised to the customer on many occasions.
 - The customer has, historically, also received recompense for the issues he has experienced Those payments are as follows:
 - 19 May 2016 - £912.45 (GSS x 5 for external flooding plus 2 late payments)
 - 9 April 2018 - £195.24 (GSS external flooding)
 - 17 November 2020 - £82.61 (GSS External flooding)

- 20 April 2021 - £187.22 (GSS internal flooding plus 1 late payment fee)
- 27 April 2021 - £20.00 (missed appointment)
- 30 June 2021 - £225.00 (Goodwill to help cover immediate costs following burst and drive damage)
- 4 August 2021 - £45.00 – (Late response payments)
- 5 August 2021 - £90.00 – (Late response payments)
- 20 July 2022 - £660.00 – (For drive repairs)
- 10 October 2022 - £45.00 – (For late responses)

Total - £2462.52

- The company has also offered the Customer a further payment of £1,174.00:
 - £474.00 - 6 x GSS for external flooding.
 - £500.00 - £250.00 towards insurance excess and £250.00 towards any premium increase on his insurance for the next year.
 - £200.00 – goodwill for calls and service failures.

This offer is still available for acceptance by the customer.

- Since the customer had work done on his soakaway by his insurance company and the company has re-laid the sewer network removing the swilly, the customer has not reported any further issues. Due to these two sets of works being carried out at a similar time it is not possible to determine the main cause of the issues experienced by the customer. It appears there has been a number of different contributing factors, not all of which were the responsibility of the company.

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 also take into account that the customer has indicated that he wishes to accept the Preliminary Decision and the company has made no comments on the Preliminary Decision. The Final Decision corresponds with the Preliminary Decision..

How was this decision reached?

1. Although I recognise that the customer has experienced considerable disruption to his lifestyle and I empathise with his position, I am also mindful that my powers under this Scheme are limited. My reasons for this statement are linked to the legal liability of sewerage undertakers. These include that:
 - a. Under the Water Industry Act 1991, the courts cannot generally rule on and compensate individuals for the escape of sewage from the sewerage network in the absence of negligence by the company. Instead, when escapes of sewage occur, companies are required to make guaranteed payments under the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and I note that the company has made GSS payments that reflect the obligation under those Regulations.
 - b. The underlying reasons for this position include that the company is not required by law to take proactive steps to prevent deterioration in the sewer over time. The fact that deterioration may occur is not understood to be “negligence” on the part of the company. Courts do not have the power to review the strategic decisions of companies in relation to improving or maintaining its networks. The courts have upheld that companies are entitled to respond to problems as and when they arise. Companies may also not have control over the situations that cause flooding, such as heavy rainfall, incorrect connections or misuse, for example the placing of foreign objects in the sewer. Instead, decisions relating to the oversight of the provision and maintenance of a sewerage network are matters that the Water Industry Act 1991 reserves to Ofwat. This position was confirmed by the UK’s most senior court in a case called *Marcic v Thames Water*, ([2003] UKHL 66), which also concerned repeated escapes of sewage.
 - 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. I cannot therefore reach a finding that

the company is liable to compensate the customer because it did not carry out strategic works or it did not complete these at an earlier stage or that, notwithstanding such works, flooding occurred.

- d. The primary protection against flooding events is therefore household insurance, and the company cannot be required by me to pay compensation for flooding events that will reflect increased insurance premiums.
 - e. 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 to determinate an outcome”. It follows that, insofar as the customer’s claim is to compensate him for the fact of flooding events or for the inconvenience that flooding has occasioned, I have no jurisdiction to direct compensation because it is for Ofwat to decide upon the adequacy or otherwise of the company’s network.
2. It follows that although the customer asks to be compensated for the time that he has had to spend living in a caravan on two occasions while works were done to his home to rectify the damage caused by very substantial flooding, I cannot grant compensation on this basis. Nor can I make an award of compensation because the company would not agree to pay for drainage works on his property, enlarge the **XX** or repurchase his land, because these matters would have involved capital expenditure and outside the scope of this Scheme. As this is a main thrust of his application for compensation, it follows that the customer will not succeed in obtaining an award of compensation at the level that he would wish.
 3. I have considered whether there is sufficient evidence to establish that the company was aware of a hole in the sewer pipe or that the sewer had sunk and there was a swilly since 2003 (as the customer alleges) and whether omission to take action as to this would constitute a matter that an average person would consider did not meet the expected standard, but I am mindful that there is little evidence of this. The company has not commented on this specifically, but I find that I cannot infer that the company was aware of the damage or was aware that any repair that might have been undertaken by sleeving the broken pipe (see below) was insufficient.
 4. I can, however, consider questions of customer service and inconvenience and distress that may have been caused to the customer in consequence. Having regard to the customer’s application, I find that the following matters potentially give rise to customer service issues. These include:
 - a. Lack of response to his complaints.

- b. Non-attendance of the tanker when promised in 2020.
 - c. Leaving the sewerage pipe open and conducting sewage so that this escaped into a ditch. The customer has supplied a photograph of this situation.
 - d. Incorrect positioning of the sewerage pipe so that this had to be re-laid.
 - e. Causing damage to the patio, drive and car. The company has acknowledged this in part and has agreed to pay for the drive.
 - f. Workmen and technicians not attending.
 - g. Honouring promises made about compensation.
5. I am mindful that adjudication is an evidence-based process and I cannot make a finding in favour of a customer's case unless the evidence, taken as a whole, supports that position.
6. I also note that although the customer was asked by WATRS, following problems he experienced in uploading his reply to the company's response onto the online dispute resolution platform, to attach this to an email sent to WATRS, appears in the online system case file and I conclude that the customer has not now responded to the complaint. I must therefore reach my conclusions of the basis of the information received, including that in the case file of CCWater. I comment that the case file of CCWater is explanatory and contemporaneous with the events in 2021. It shows, I find, that the following occurred.
7. The customer complains that the main sewer runs under his land. He says that from 2015 to 2021, he made a number of complaints to the company, who investigated but nothing then happened. He says that he had put forward two proposals (digging protective channels that drained into a pond – proposed by a privately contracted engineer - and requesting the company to purchase his land) but these were not taken up. As a consequence, he argues, nothing had been done following the flood in 2015 prior to the next major flood. Although the customer has referred in his application to flooding in 2020, the CCWater case file refers to flooding in January 2021, when the customer complained that the extent of the flood had been 9 inches deep and extended over 1 ½ acres. As the customer's concerns were still ongoing as at January 2021 when he first contacted CCWater, I find that the second major flood happened in 2021.
8. The correspondence kept by CCWater reveals that the customer's complaint is that he contacted the company in January 2021 when he could see flooding beginning to occur and asked for a pumping tanker. He was told that one was on its way, but no tanker arrived and this caused the flood waters to reach and enter his house before help arrived. I find that this meant that additional damage and distress was caused and the customer also would have experienced frustration and distress. The customer has additionally told CCWater that during that month, the cost to the

company in supplying tankers to clear the flooding was £120,000.00, which gives an indication of the volume of foul water and rainwater on his land.

9. Following the initial actions, in March 2021, the company apologised for the customer's experience and explained the steps that it was taking to investigate. It said:

So far, we have Investigated-

- *the highways drains - which we don't believe fall into our foul sewer*
- *the nearby watercourses and ponds which don't have any connection or overflow that could cause a problem in times of heavy rain*
- *camera surveyed some of our sewers to check for infiltration*

*We are arranging to desilt the foul sewer on **XX** to be able to complete the rest of our investigations. Due to the location and speed limit of the road this requires traffic management and is planned for 20 April 2021.*

*We are then due to return on 22 April 2021 to check all surface water connections from properties on **XX**.*

We will also be asking to look at the private pumping station at the garage next door to your home to see how that's operating.

Once these next steps have been taken, we will be looking to provide more information. We do regret that we are having to revisit this, but unfortunately, we can only move forward from here.

10. CCWater chased for an update in June and July 2021 and were advised that the company was looking at a ferrule under a nearly A road and that they had investigated the associated problem of fuel contamination affecting the customer's water supply in his front garden. Building work was being undertaken at the customer's home and because the drive had become muddy, the company had arranged for a delivery of gravel and had compacted this. A supply pipe leak had been detected and the company was trying to find this.

11. By September 2021, the company communicated that dye testing of the highways drainage was being carried out, but the leaking pipe did not appear to be an asset of the company. The company was proposing to talk to the customer about what would happen during heavy rainfall. At that point, CCWater asked the customer if he was satisfied with the outcome, and he said that he was not because no protective measures had been taken and the company had been unable to ascertain what had caused the problem.

12. On 3 November 2021, the customer complained that he had had a further flood and he wanted to know what the company would do. He expressed dissatisfaction that it would not pay for the construction of the drainage channels proposed by the customer's engineer.

13. The company provided its Stage 2 response letter on 25 November 2021. This stated in relation to the front garden:

A burst occurred on your private supply pipe. We attended to repair his but unfortunately, the work was not completed correctly so a further burst occurred. This was repaired and we have carried out acoustic sound tests as well as camera surveys of the clean water network to confirm there are no further issues.

We took a sample of the water, which was flooding your front garden, this sample showed that the water contained petrol or diesel, because of this we made the decision to replace the entire supply pipe to ensure the water being supplied to your home was not able to be contaminated. I understand there was issues following the reinstatement of dis work. Your case manager Ben is liaising with our contractors to look at replacing the damaged flag stones, he will continue to keep you updated on this.

11, In relation to the back garden, the company said that there were a number of issues. The company explained:

- In periods of heavy rainfall, **XX XX** was becoming overloaded. Although this is a foul sewerage system, a substantial quantity of surface water was entering the system and the company was trying to locate the source of this. When the **XX** could not cope this backed up the system and as the customer's property is at the end of the line, this causes the escapes that he was experiencing.
- The NRV had not been working as designed due to a drop in the sewer. A 70 metre re-lay of the sewer had to be carried out and the company had to apply for funding for this. Funding was granted and work began but had to be put on hold to engage with a specialist contractor to remove a structure so that the company could access its network. Work was said to be due to restart in mid-January 2022. The company said that an NRV had been installed into the section of the sewer that had been re-laid and this would prevent the network being able to back up from the **XX** in periods of heavy rain.
- On previous occasions when escapes had occurred, blockages had been found in the system. The company explained that it had visited neighbouring owners to ensure that they understood what could and could not be put into the sewer.
- The company said that due to the current issues with the customer's land drain and ineffective soakaway at the customer's property, he may still experience flooding in heavy

rainfall. As this would be surface water flooding not caused by the company's network it would not be responsible for this and would fall under the customer's responsibility as the landowner.

- The company confirmed that it would not contribute or cover the cost for work to divert the surface water into the customer's pond. The company said that this would not resolve any of the issues that will be experienced on the network and it is not responsible for surface water disposal. Moreover, the company was concerned about the pollution risk. It also indicated that it would not consider purchase of the customers property or land.

14. The customer disputed that a new NRV had been fitted in the back garden. He also said that the burst water pipe had left him with a collapsed drive that caused damage to his car for which the company was refusing responsibility. He said that he had had to wait four months for the patio to be repaired and said that it had been done with wobbly tiles, with cement everywhere and broken tiles had been re-laid. He said he saw the contractors damage these by lifting them with a crowbar and after promises of repairs and waiting in for people coming to see this nobody had turned up and the patio had not been put right. He denied that the result of flooding in the back garden had anything to do with poor drainage. He said it flooded half an acre of land and was 10 to 12 inches deep and he has videos to prove this. He said it came straight through the sewers and out of the man holes full of sewage and had been estimated to be approximately 2.5 million gallons. He complained that the company had known about the drop in the sewer from at least 2003 and had done nothing about it. He said he has also been told that the NRV was fitted in the wrong pipe at first then broken and not replaced. He said he found it in the garden completely removed and that an NRV had not been fitted into the new relay at all. He said as the company had not yet connected the new pipe to either of the manholes this it would not have been possible. Also, he said when the company dug up the old pipe there was a huge hole in it with a bit of bigger pipe laid on top and backfilled so that effluent has been seeping into the ground. The customer complained about having to wait for 18 years for action to be taken whilst he has spent close to 20 months living in caravans.

15. On 13 January 2022 the customer told CCWater that he had been informed that a compensation offer was being worked on and should be enough to cover the damage to his car. On 20 January 2022 he complained that nothing had been done about reinstating his drive and he would have to drive his Lamborghini over it and it would be covered in mud and clay. He asked when someone was going to put things right.

16. The customer was told that the company would clean up when the job was finished.

17. By 27 January 2022, the customer had asked the company to put the work to the drive on hold because his building insurance had removed the soak away to investigate the storm drain and was unwilling to provide a new soak away. The customer was dealing with this dispute in a different forum.
18. On 31 January 2022, the customer complained that he had come home to find that a full section of pipe had been missing so that the main sewer was discharging into his land. He asked how the company could leave the position like this as he has a busy garage next door which is also connected into this line.
19. On 24 February 2022 the customer complained that the re-lay of the pipe had not worked and he needed a tanker. He said that the engineer had again said yesterday that the pumping station could not cope and the option was to run some drainage down his field so that every time it overflows it goes to his large pond and protecting the house. He said the company had been talking of flood doors but again nothing was done.
20. A further flood appears to have occurred in March 2022. The customer said that he had been told by the case officer that the compensation offer would be up to £2000.00 which was within the case officer's decision-making range. His manager could offer up to £5000.00 and if it were above this the decision would need to go to a higher person. The customer complained that the case officer had then been taken off the case and the company had offered only approximately £1,100 as a goodwill gesture.
21. In May 2022 the damage to the driveway was still unrepaired. The customer said that he had installed a private drainage system at a cost of £10,000.00 to protect the house should the sewer overflow again. As for the repair to his car, on 7 June 2022, the customer said that he had purchased a part for £300.00 pounds and would fit this himself. He said that a builder had given him an estimate of £1,200 pounds plus VAT for the reinstatement of the drive and patio. On 1 July 2022 the customer was able to obtain an estimate for repair of the drive in the sum of £660.00. The customer agreed that he would accept the sum of £660.00 the repair of the drive but would not accept the compensation offer of £1,174.00 on the basis that it is not an adequate reflection of the distress and inconvenience he had experienced.
22. It follows from the matters set out above, therefore, that I am asked to resolve the question of compensation, taking into account the current background. I note that the company has:

- a. Acknowledged that the amount of compensation should be sufficient to cover the repair costs to his car (now, I find, to be assessed at £300.00 plus a sum for the customer's inconvenience of having to carry out this work himself);
- b. Acknowledged that compensation should be given for the drive and patio;
- c. Not challenged that the company had to wait in for workmen who did not attend;
- d. Not challenged that the sewer pipe was left open during the relaying works so that further sewage spilled into the customer's land;
- e. Not challenged that a tanker was promised but did not attend. While I note that in heavy rainfall the tanker may not have been able to achieve this, there is no evidence that the customer was told this, with the consequences that I have described above.

23. Moreover, it is notable that CCWater on a number of occasions had to chase up information about the actions being taken by the company.

24. I find that in respect of the matters referred to in the above two paragraphs, the company did not provide its services to the expected standard and the customer would reasonably be expected to be compensated for this.

25. I am also mindful that in respect of the front garden, the company has acknowledged that the new water pipe was initially incorrectly laid which caused a further burst and further inconvenience. The company also did not supply its services to the expected standard in respect of the first attempt to lay the clean water pipe.

26. I find that the matters set out above would, taken alone, I find, fall within Tier 2 of the WATRS Guide to Compensation for Inconvenience and Distress, but the fact that these have happened against a background of flooding that has happened since 2003, the very substantial scale of the flooding and the damage done to the customer's house, and the fact that the customer was unable to live in his home for many months with very substantial insurance claims having to be made, is an aggravating factor that, I find, tips the appropriate level of compensation into Tier 3.

27. The company has explained the matters for which compensation has been provided. This has compensated the customer for incidents of flooding by way of GSS payments and GSS payments for late responses. I do not therefore need to consider whether these matters have been addressed by the company's current offer.

28. I note that, overall, goodwill payments (paid and offered) are:

- 30 June 2021 - £225.00 (Goodwill to help cover immediate costs following burst and drive damage)
- 20 July 2022 - £660.00 – (For drive repairs)
- £500.00 - £250.00 towards insurance excess and £250.00 towards any premium increase on his insurance for the next year.
- £200.00 – goodwill for calls and service failures.

This, I find, gives a total of £1,585.00. Of these, specific issues associated with inconvenience and distress total £700.00 (as opposed to those goodwill payments made to cover repair costs). This sum falls within Tier 3 and I find is therefore within the correct range. . Excluding the payment for the customer's car (plus the inconvenience of the customer's labour which I assess at £40.00) - which the company said would be covered by a compensatory payment for inconvenience -, I find that the value of the payment for inconvenience and distress is £360.00. This does not take into account the additional distress caused by permitting the spillage of sewage during the repair works nor the distress of awaiting a tanker that had been promised but which did not arrive. It also does not cover the customer's complaint that he waited in for contractors to repair his patio but who did not arrive, although there are no details about how many times this might have happened. I find that these matters should also be taken into account, but I make clear that this award of compensation does not cover the damage done by the floods, which has properly been met by insurance cover. I find that a further payment of £150.00 is appropriate to cover those matters and in respect of the additional inconvenience associated with the clean water pipe, an additional £20.00.

29. It follows that I find that, taking into account the GSS payment for 6 external floods, the sum that should be paid to the customer by way of compensation for inconvenience and distress is £1,174.00 plus £170.00, namely £1,344.00. I do not direct a further apology because I am satisfied that the customer has already received apologies from the company for his experience.

Outcome

The company needs to pay compensation to the customer of £1,344.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- 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

Adjudicator name, Barrister, FCI Arb.

Adjudicator