

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X401

Date of Final Decision: 29 March 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer complains that she has suffered five leaks of sewage into her garden, the first three of which were said to be due to blockages in her private drain. Her insurer's contractor said there had been a blockage in the public sewer but this was not acted upon and there was a delay in reimbursing her insurance excess, as promised. On the fifth leak it was found that the public sewer had been fractured and needed relining. The customer says she was promised that she would also be compensated for four damaged railway sleepers in her garden (£40.00 each, totalling £160.00) but the company has not listened to the calls. She says that the damage, stress and upset that this has caused for over 12 months has not been recognised. She says that she should be awarded compensation calculated for five sewage escapes into her garden at £75.00 per incident which equals £375.00 plus £225.00 for inconvenience and distress.

Response

The customer has asked for five payments under the Guaranteed Service Scheme (GSS) for which she is not eligible because three incidents were caused by blockages on her private drain and in respect of the final two incidents, there was no evidence of flooding when the technicians attended. There is no evidence that the customer was promised compensation for the railway sleepers. If made from its web-based telephony system these calls would have been recorded for training and monitoring purposes. However, if the customer received a call from a mobile number, these calls are not recorded. No call has been found. The company has offered compensation of £392.04, which still stands, but the customer has refused it.

Findings

I find that the company did not provide its customer service to the standard that would reasonably have been expected because it did not investigate her complaint promptly by carrying out camera surveys, took a long time to refund her insurance excess which it had promised and delayed its offer of compensation so that the customer became engaged in repeated correspondence. The customer is entitled to compensation but it has offered the customer a goodwill payment at a level which I find exceeds GSS payments for three incidents, which is the maximum arguable number of payable incidents. At least two of the incidents of flooding were, on the evidence, caused by blockages in the customer's private gully, whether or not there was also a problem in the main sewer. If GSS payments had been made, compensation for inconvenience

and distress due of flooding would not also have been awarded because this would have amounted to double recovery, although compensation could have been payable for inconvenience and distress caused by other issues than flooding. I find, bearing in mind that the evidence available to the company does not support the making of GSS payments, that the offer of compensation is fair and reasonable and has remediated the poor service provision. There is no evidence of lasting damage to the customer's railway sleepers and the company would not reasonably be expected to compensate the customer for these. As no payment has been made, I direct that the customer's account be credited with the payment of £392.04.

Outcome

The company needs to credit the customer's account with £392.04.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X401

Date of Final Decision: 29 March 2023

Case Outline

The customer's complaint is that:

- The customer experienced sewage escapes in her garden from November 2021 to April 2022. She explains that each time the company visited it found a blockage which it cleared from her rodding point. The customer says that she was told by the company that the problem was with her private drainage, but each month it flooded again so the problem was not solved.
- The customer says that her insurer determined on the first of these incidents that the issue was the company's responsibility. There was a break in the pipe and a sunken pipe. This was recorded all on CCTV and in the job references in the company's system.
- The customer is unhappy with the quality of the company's initial investigations and with the delays in refunding her insurance excess as well as its delays in responding to complaints.
- In August 2022, the company offered the customer a payment of £225.00 as a gesture of goodwill which the customer rejected. She was then offered an additional £167.04 which represented 9 months of her sewerage charges.
- The customer remains unhappy, however, because she had been promised that she would also be compensated for four damaged railway sleepers in her garden (£40.00 each totalling £160) and the damage, stress and upset that this this has caused for over 12 months has not been recognised. She says that she should be awarded compensation calculated for five sewage escapes into her garden at £75.00 per incident which equals £375.00 plus £225.00 for inconvenience and distress.

The company's response is that:

- The customer called the company on 29 November 2021, 26 December 2021, 16 March 2022, 4 April 2022 and 12 April 2022 to report a sewage leak at her property.
- Although the customer said in August 2022 that she had been promised an amount of compensation to cover the replacement costs of the railway sleepers in her garden, the company says that the initial complaint was regarding the rodding eye and the clean-up. This was completed on 18 May 2022 and there was no evidence that the flood had affected the sleepers.

The customer only mentioned the sleepers in her stage 2 complaint and as per procedure she was advised to contact her home insurance provider.

- The customer also asks for four Guaranteed Service Standards (GSS) payments which would total £447.60 but has been advised that she is not entitled to any payments as she does not meet the criteria. Crews have attended all the reports by **XX** and either found no flooding or identified the matter as a private issue
- The company has, however, offered £392.40 by way of a gesture of goodwill and this is still open for acceptance.

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.

The customer has indicated, following my Preliminary Decision, that she now has no further comments to make. The company has not commented on my Preliminary Decision.

How was this decision reached?

1. The company says that this complaint concerns the company's refusal to make payments under its Guaranteed Service Scheme (GSS). It raised an objection that under Scheme rule 3.5, the WATRS scheme cannot be used to adjudicate matters on which Ofwat has powers to determine an outcome. The company argued that GSS is a regulated process under Ofwat's jurisdiction. The inhouse adjudicator said, however, that issues concerning sewerage as well as compensation for escapes of sewage are normally within the scope of the Scheme and did not agree with the objection. I also note that the complaint raised by the customer is not about the guaranteed service

payments as such, but as to whether the factual circumstances are sufficient to have fallen within the scope of the GSS. I also agree that the customer's complaint is within the scope of the Scheme.

2. The issue between the parties is about the amount of compensation that should be paid to the customer in respect of incidents of flooding. The company says that its offer of £392.04 (which she was told in correspondence with **XXX** still stands) will not be increased further, and that the company will not make GSS payments because it has checked its internal systems and can see five reports of flooding since November 2021 that would not qualify because on 29 November 2021, 26 December 2021 and 16 March 2022, the issue was caused by a private blockage and on 4 and 16 April 2022, when the company's crew attended, there was no escape of sewage, even though the manhole was surcharged.
3. Although there is now agreement between the parties that the customer has complained to the company about five incidents of flooding (she initially complained of six incidents, but I find that this was a miscounting), there is a considerable discrepancy between the events as described by the company and those as described by the customer.
4. I find that the evidence shows as follows:
 - a. 29 November 2021 – first incident
 - i. The customer called the company to report that her garden was flooded and covered in sewage. She says that she was told that a crew would come out within 24-48 hours, and she would receive a text or a phone call in advance. The customer says that the crew came at 5pm without a text or phone call and no inspection happened. The customer saw the crew rang her doorbell as she was leaving to collect her son. The company's records say, however, that two attempts were made to contact the customer as follows and that an inspection was carried out:

*called on route no answer, arrived on site, no answer, checked gully and manhole at number **XXX** flowing fine , checked gully at **XXX** also flowing fine, neighbours clear and flowing , no **XXX** issues on site at time of visit*
 - ii. On the following day, the customer received a text message to say the work had been completed. The customer rang the company to ask for further

attendance. She says that no-one had looked at her back garden so the problem was not fixed. The customer says that on 2 December 2021 she received a further text message to say that the problem had been resolved, although there is no reference to this text in the company's records. The company records that the customer contacted the company to chase them to attend the property and the company says that it then had no active jobs on its system. However, it is common ground that the company attended again on 3 December 2021.

- iii. The customer says that at this appointment, the crew tried to unblock the drain under her sink. The company's records state:

called en route with eta. arrived on site met cust, showed us to gully rear of prop surcharged. checked both neighbouring props to find no issues. we then set up with gully hose this dead stop at 3 metres on custs property. private issue. informed cust of this. carded left site clean and safe

This is consistent with the customer's account in that the company told the customer that it was a private issue. She says, however, that she showed the men the rodding point, but they refused to open this and said it was a private matter and that her home insurer should sort this out. The customer contacted her home insurer who agreed to send somebody the next day.

- iv. On 4 December 2021, the customer explains that **XXX** attended the customer's property and opened the rodding point, which was full of water. The technician put 15 metres of jet hose into the drain including into that belonging to the company. The customer says that he "blasted the water away" and the blockage was cleared. The customer paid £25.00 excess to her home insurer, which declared the problem to be in the company's sewer and advised her to contact the company. The customer says that she rang the company that day and was told that it would investigate, and she would be issued a refund of the excess payment. The company has a record that it was sent a report from the **XXX** which stated:

06/12/2021 attended site to blocked gully outside kitchen window HPWJ with full length of gully hose found rodding access HPWJ rodding point

*cleared blockage water tested flowing clear blockage was off boundary and becomes **XXX** asset.*

- v. On 6 December 2021, the company records that the customer complained that she had had to call the company every day to get them to resolve the problem. The company records that the customer complained that she had been advised to speak to her home insurer and that she had had to pay an excess. The company's records also record that the customer said:

They have solved the problem, put 8 metres down the 1 drain, blockage was not on property to begin with, 15 meters down rodding hole solved the issue but the issue was down the road not down customers property. Customer going to email in for reimbursement

- vi. The customer says that on 7 December 2021 and 13 December 2021, the customer sent an email and report to the address that the company had given her.
- vii. On 15 December 2021 the company contacted the customer regarding the email and the report and asked her to forward this onto another department – **XXX** The customer says that she was told that the company would credit her account with the excess.

b. 26 December 2021 – second incident.

- i. The customer contacted the company to say that her garden had flooded again. She was told that someone would attend in 24-48 hours.
- ii. The crew came on the following day, the customer says again without a text or phone call. This is not agreed by the company, the records of which state that the crew telephoned the customer en route and provided an estimated time of arrival. The customer says she showed the crew the rodding point which was full of water and the crewmember blasted the water away. The company's record of this is that:

Arrived on site located at the rear charged gulleys, unable to check neighbours as no one present. Jetted downstream from charged re approx 5m to clear then started rising again. Jetted again, issue at 5m within

boundary cleared and cctv downstream. Pop bottle stuck in line, jettied and pulled this back. Private issue. Cleared removed bottle in case washed down.

The customer says that at no point was a pop bottle pulled from the line. She says she stood in the garden and watched the crew do this job. She also says that the line that was being blasted was the company's sewer and not her private gully. The customer says that she asked at this point what would happen then, and she was told that the technician would flag up the issue on the system and the company would investigate with a camera.

- iii. On 11 January 2022 the customer received an email from the company saying that no refund was owed in respect of the first incident as the crew's reports showed it was a private matter. The customer rang again and was told about the pop bottle. She was also told there were only three notes on the system whereas she says that it was at least the fifth time that she had called the company. She was told that the crews should have undertaken a camera survey on both visits. She was also told that flooding would need to occur four times in 12 months before the company would investigate. The company's records for this call state:

*Customer is adamant that the **XXX** engineers who attended advised that follow on work must be raised in order to look into the issue and also mentioned that the engineer stated it will automatically flag up on the system to get someone out to CCTV. The notes however states CCTV completed and private issue cleared. Customer would like some clarity regarding this issue as she is adamant that it is not a private issue and the engineers who had attended had not stated that it is a private matter!!*

- iv. On 12 January 2022 the waste team contacted the customer to say that a crew would be sent round with a camera. The crew came at 10:30am and put 40 metres of equipment down the company's sewer line and said it was clear. This is consistent with the company's records:

arrived onsite spoke to cust who explained the issue. got access to rear of property. located rodding eye, lifted to find clear. sent cctv downstream

approx 40m no issues found. spoke to cust explained what we have done there also happy with this.

- v. On the same day, the customer sent in the report from her insurer and stated:

*The problem wasn't on my property and the below report shows this. The **XXX** people that came out didn't open my rodding point which my insurance team did. They put 15m of pipe down it and cleared the blockage on the **XXX** line. All these notes should be on the system as I have spoke to 3 different people.*

- vi. On 13 January 2022, the customer was told by "**XX**" that the refund would be made and there followed an exchange of emails about the best method of making this goodwill payment.
- vii. 9 March 2022, the customer says that she mailed "**XX**" with no reply.

c. 16 March 2022 – third incident

- i. On 16 March 2022 the customer says that her garden flooded again. The customer contacted the company to ask for a crew to attend and also inquired about the refund of £25.00.
- ii. On 17 March 2022, the crew attended and found a blockage. The customer denies that this was on her boundary. She says that she stood and watched the crew the whole time. They put 30m of pipe down and blasted the blockage away. No CCTV survey was completed. The company says, however:

attended site spoke to customer, blockage was a private gully that we cleared out of courtesy, flow tested and all ok.

d. 4 April 2022 – fourth incident

- i. The customer says that "aging sewage" flooded over her patio. She said she rang the company and cried on the phone. She had raised two complaints on the phone that had not been actioned. That evening she sat in bed and wrote an email complaint. Her excess of £25.00 had still not

been refunded at this point. On the same day, the customer contacted Environmental Health as this was an ongoing problem that the company did not appear to want to resolve. The customer's distress is also noted in the company's records.

- ii. These also show that the crew attended that day. The records state:

pre called cust with eta, arrived at location., located rodding eye rear of property surcharged. no escape of sewage or external flooding. cctv downstream to blockage off boundry, couldnt get downstream access n0 7 as private manhole clear, sent high powered water jet downstream to top blockage, clearing and restoring flow, cust is getting very frustrated. left cust happy left site

- iii. On 5 April 2022, the customer contacted the company again to raise a complaint. She said that she had been chasing the refund and had provided her insurer's report and had been told several times that this would be refunded. She also said:

The blockages at my property are not a private matter they are blocked on your line and run 30/40 meters away from my property this has been reported every single time. 5 times in 5 months I have had sewage on my patio & I am extremely fed up & upset. I rang XXX XXX 3 weeks ago and left a voicemail and Ive had no reply. Ive emailed XXX XXX who was dealing with my refund and Ive now had no reply of him. I spoke to XXX who reassured me someone will be in touch 3 weeks later no one has. My garden has flooded again today which has prompted my call. I've spoken to XXX who has reassured me she's raised a complaint today. Ive logged complaints, Ive rang, Ive sent emails and no reply - you pride yourself on customer service this is causing me a massive inconvenience & unnecessary stress. I have rang environmental health this afternoon and I am awaiting an officer to get in touch with me as this is not good enough. I have a small child who cannot go in the garden & I am having to have days off work & pay for extra cleaning products to clean my garden. This is not good enough can someone please sort this issue out asap.

- iv. The customer says that she then received three phone calls from “XXX”, “XXX” and “XXX” reassuring the customer that they would investigate and sort this issue out. The company says that one of these calls was from “XXX” (XXX) its waste partners. And the customer was also sent an email. The company assured her that it would not let the matter drop.
 - v. On 11 April 2022 the customer received an email regarding her £25.00 excess refund. In light of the delay in processing this, the customer was credited with £50.00. The company also said that in relation to the most recent blockage it had attended on the 4 April and completed a CCTV survey of the drain and this had been cleared. The company explained to the customer that it had provided its Step 1 response.
- e. 12 April 2022 – fifth incident
- i. The customer says that her garden flooded again and the crew came out found the blockage 17m away from her property. She says that the crew jetted the line and carried out a camera survey. The company’s records also confirm that in approximately the location claimed by the customer, the crew found that a patch repair was needed but it also records that no flooding was found on arrival. The customer says that the repair reflected two breaks in the pipe and a sunken pipe at a bend. The customer says that this is where the buildup of wet wipes, sewage and tissue had been occurring. The crewmember showed the customer the footage. She says that when she asked how he found this when all the other crews had not, his answer was that most crews just clear the problem and leave to get onto the next job. He raised the job to reline the pipe, explaining everything and how this would work, including that the customer’s rodding point would need to be replaced as it was too small. The customer says that she had also spoken to “XX” who reassured her that he would give her:
 1. A gesture of goodwill due to the stress and inconvenience this has caused
 2. A reduction in her sewage bill (half) and
 3. Compensation for my sleepers once this problem is all sorted. The customer says that the sleepers have been instrumental in protecting her garden.

- ii. On 13 April 2022 –the customer received an email from “**XXX**” stating that someone would be in touch in 10 working days.
- iii. On 22 April 2022, a team replaced the customer’s rodding point with a manhole.
- iv. On 29 April 2022, the company contacted the customer about the complaint. The customer also raised an issue about a damp patch around the new manhole, compensation for the sleepers and a clean-up once all the work was completed.
- v. On 3 May 2022, the customer says that the company rang to send a team out to check the new manhole and do a clean-up of the garden. The cleanup was not done.
- vi. On 6 May 2022, the pipes were relined but no cleanup was done.
- vii. On 18 May 2022 – the customer says that she had heard nothing about compensation in response to her complaint and no cleanup had been done.
- viii. On 20 May 2022 the company called the customer to update her.
- ix. On 14 June 2022 **XXX** called the customer to advise her that the cleanup would happen on 22 June 2022.
- x. On 25 July 2022, the customer called the company again asking for an update on her request for compensation. She received no reply.
- xi. On 17 August 2022, the customer contacted the company again as there was no response or update. She spoke to “**XXX**” who was chasing the waste team. “**XXX**” rang her that day and reassured her he would get this sorted that day. The customer was told that **XXX** was on long term sick leave and **XXX** could not access his notes. The company then offered the customer that afternoon a goodwill payment of £225.00 which the customer rejected. She was then offered an extra £167.00 and was told that was the final offer and she would need to contact the Consumer Council for Water (CCWater) if she was not willing to accept this.

5. I am satisfied that the above history shows a poor standard of customer service in a number of ways, although I do not find that the customer is correct in every respect – for example, I find that, where the attending crew have recorded that they tried to contact the customer when *en route* to her property, it is probable that they did so. My findings as to the various incidents are as follows:
- a. In respect of the first incident, the company was not able to carry out a full inspection initially as the customer was not present and therefore carried out an inspection on 3 December 2022. The crew found an obstruction 3 metres into the property, but no CCTV survey was carried out. The company stopped work because they believed the matter to be a private issue. When the insurer’s drainage workmen attended the next day, they found that the blockage was in the main sewer. This may mean that they were able to push through a more proximate blockage, but I find that the company would reasonably have been expected to pay attention to a suggestion that the company’s crew may not have found the root cause of the blockage, and also to accept that as the company ceased to take steps to clear the blockage, it was at least possible that the flooding experienced by the customer may have been caused by a blockage in its own sewer. There is no evidence that any damage to the sewer was or should have been suspected at that point, however, because this was not, and probably could not, have been detected by the insurer’s contractor.
 - b. As I find that the company then knew that the customer had evidence that the first incident of blockage had been wrongly recorded as a purely private incident, the company would reasonably have been expected to agree to pay the customer’s excess of £25.00, about which it was informed on 6 December 2021.
 - c. Although I find that the company indicated orally to the customer that it might repay the excess and asked the customer to provide her supporting information, the payment was then refused. Following intervention by the customer, payment was promised on 13 January 2022. Despite discussions about how payment should be made, this then did not happen until April 2022, by which time the customer had had to take time and effort to contact the company repeatedly asking for this refund and three further escapes of sewage had occurred. The company has compensated the customer for a late response in the sum of £25.00 (consistently with payments made for late communications) but I find that this did not take into account the distress, frustration and inconvenience that was caused by so slow a resolution or the need for the customer to make repeated requests and complaints in order to obtain a relatively small credit.

- d. In relation to the second incident of flooding, the customer clearly attributes this to the, then undetected, fracture in the main sewer, but I find that there is no clear evidence of this. Although the customer says that she was watching the workmen, I find that it is improbable that the crew would have recorded that the blockage was caused by a pop bottle if this had not been so. Nor would there have been any reason for the crew to have recorded that inspection with a camera showed no problem in the main sewer if in fact no camera observations had taken place, as the customer suggests. I am mindful that the observations of the customer are likely to have been only from a safe distance and above ground and she is unlikely to have had as clear a view of the problems as the men performing the work. I accept the company's evidence as to this point and I do not find that the company was then on notice that the problem was one of a fracture in the main sewer causing accumulations of foreign objects. I find that the company's conclusion that this was a blockage in the customer's private drain was a conclusion reasonably drawn and did not indicate a failure to meet expected standards.
- e. In respect of the third incident, I note that on the basis of the length of pipe that was used to clear the problem the customer denies that the blockage was found in her private gully. However, the company records that the issue was a private one. Again, I find that it is improbable that the crew would have recorded it as a private problem if in fact they had been able to establish that the problem was in the public sewer. I find that it is more likely that if the crew were able to use a long length of jetting hose, then this would have been used to wash the blockage down the public sewer without further issue. Although there is no evidence that a camera survey was carried out, I find that, as there had been a probable explanation for the previous blockage, this would not necessarily have been expected at that time. Although the customer was told that a camera survey would normally be carried out, there is no evidence that this was an invariable rule. Based on the available evidence, I do not find that the company failed to meet expectations in relation to this incident.
- f. I find, however, that by the time of the fourth blockage, there was reason to be concerned about an unexplained recurrent problem affecting the customer's private drain, especially as on one occasion this had potentially been caused by a problem in the public sewer. On this occasion, the company also found that the problem was in the public sewer, but equally the crew records that no flooding was visible, only that the customer's manhole was surcharged. I find that from this point onwards, the company would reasonably have been expected to take action to find out why blockages were repeatedly occurring in the

public sewer and to have taken a sympathetic response to the customer's claim that she had experienced overflows of sewerage into her garden.

- g. Finally at the time of the fifth blockage, the potential problem in the public sewerage had been identified but although the customer was promised a cleanup, no cleanup took place until June 2022, and no offer of compensation was made until August 2022, despite the customer's continued expressions of distress and concern.
- h. Although the customer describes the fourth incident as having involved flooding over her patio and the fifth of these also as having flooded her garden, it is significant that the records kept by the attending crew did not find evidence of flooding on either occasion. There would have been no reason for the crew to falsify this information.
- i. The customer has submitted photographs and a video recording in support of her claim but the images are not dated and therefore it cannot be said to which incident they refer. I find that it is improbable that the crew would have identified the customer's property as showing no signs of flooding on the last two occasions if, in fact, the patio showed water up to the wall of the house as shown in the customer's photographs, but I also find that the situation might have been described as not flooding if there was a full manhole and a perimeter of sewage only in close proximity to the manhole cover as shown in one of the customer's other images. Based on the current evidence, I cannot be satisfied that the incident of external flooding would have qualified for a GSS payment.

6. The GSS Scheme, as described by Ofwat, provides in respect of external flooding that:

If effluent enters a customer's land or property (including outbuildings) from a sewerage company's asset (i.e. a sewer or lateral drain), the company must make a GSS payment of a sum equal to 50% of the customer's annual sewerage charge up to a maximum of £500. The customer must claim the payment from the company within three months of the incident.

If the amount the company is required to make is less than £75, the company must pay the customer £75.

This payment must be made for each incident.

There are exceptions to the requirement to make a payment if effluent enters a customer's land or property. These are if:

- *the entry of the effluent was caused by:*
 - o exceptional weather conditions;*
 - o industrial action by the company's employees;*
 - o the actions of the customer;*

o a defect, inadequacy or blockage in the customer's drains or sewers;

- the company has made a payment to the same customer in respect of the same incident for internal sewer flooding; or*
- the customer was not materially affected by the incident.*

In deciding whether a customer has been materially affected by the incident companies must take into account:

- what parts of the customer's land or property the effluent entered;*
- the duration of the flooding;*
- whether the flooding restricted access to the land or property;*
- whether the flooding restricted the use of the land or property; and*
- any other relevant considerations of which the company is aware.*

7. Although, therefore, in the fourth and fifth incidents, there was an escape of water-borne sewage onto the customer's patio from the company's asset, but the fact that these escapes cleared away such that no flooding was described when the crew attended, may justify the view that the customer was thought not to have been materially affected. However, I find that the company might also reasonably have been expected to pay attention to her complaint that she has had to keep her son inside because of the contamination of areas where he might play.
8. In the circumstances, however, I find that the company has paid attention to this although it has not acknowledged that a GSS payment was necessitated. I find that the offer of compensation in a total sum of £392.04 in respect of the distress and inconvenience that the customer has suffered, exceeds the amount that could have been awarded as GSS payments. This is because:
 - a. As I have found above that in respect of the first three incidents of flooding, only the first of these could potentially have been said to have been due to a blockage in the public sewer (the others having been caused, I find, by a more proximate blockage in the customer's private drain).
 - b. it follows that even if the fourth and fifth incidents should have qualified for GSS, the maximum sum that could have been awarded (taking the calculation of the cost of annual sewage charges carried out by the company), would have been £335.40 if three incidents could have qualified or £223.80 if two incidents were eligible for this payment.
9. Moreover, if GSS payments had been made, I find that these would have provided statutory compensation for distress and inconvenience caused by flooding and an additional compensatory payment would not generally be made for the same loss under the WATRS Scheme. It follows

that I find that the customer would not have been eligible for GSS payments plus any sum for inconvenience and distress that she has already been offered in relation to the flooding but only to one or the other.

10. I take into account that there were additional service that were not concerned with the incidents themselves issues (including late payment of the refund of the insurance excess) that have not been fully compensated but I am also mindful that if the additional sum of £25.00 that was paid for this in April 2022 is taken into account, the customer will have been paid a further £81.64 ($392.04 - 335.40 + 25$) in this respect. I am mindful that the repeated incidents extended for a period of less than 6 months and no internal flooding was involved. The crews attended reasonably promptly, and each incident was resolved relatively quickly, subject to the failures in customer service outlined above. I find that this sum is fair and reasonable compensation for the issues other than flooding.
11. I find that, on balance, the offer made to the customer is fair and reasonable and possibly more advantageous than would have been the case had the company been willing to make GSS payments for some flooding incidents for three of five incidents. Accordingly, I find that an average customer would be likely to find that the offer made by the company, which is within tier 2 of the WATRS Guidance on Compensation for Inconvenience and Distress, is fair and reasonable and within the expected range.
12. As I have found above that the company has not provided its services to the expected standard, I conclude that the customer should be compensated. The company has indicated that it is still willing to pay the customer the sum of £392.04 and for the reasons explained above, I find that this is the sum that should be directed.

Outcome

The company needs to pay compensation to the customer in the sum of £392.04.

What happens next?

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

➤ ***[In cases where the customer has been awarded a remedy]***

- 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

Claire Andrews, Barrister, FCI Arb.

Adjudicator