

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference:

WAT/XXX/X462 Date of Final Decision:

19 April 2023

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer says the company failed to use CCTV to identify a fault in its sewer in 2020 meaning he suffered further sewer flooding in 2021. He seeks an apology for this and failed call backs and, an unspecified sum of compensation.

#### Response

It was not required to use CCTV in 2020 and it identified the cause of flooding at that time as misuse. It has previously apologised to the customer and offered £1000.00 as a goodwill gesture though this offer is now withdrawn.

#### Findings

The evidence shows the company failed to provide its services to the standard to be reasonably expected, as it failed to return calls and it did not properly investigate a 2020 flooding incident.



Outcome

The company should provide the customer with a written apology for the identified failings, pay the customer compensation in the sum of £700.00 to cover his insurance excess and pay the customer £500.00 for distress and inconvenience.

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## Case Outline

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

- In June 2020 the company's sewer collapsed flooding his "lean to".
- On 4 July 2021 this happened again, then again on 30 July 2021.
- The company did not CCTV the sewer until the June 2021 incident and did not carry out any repair until after the July incident.
- Had the company carried out investigations and repairs in 2020 he would not have suffered the two further flooding incidents.
- He seeks that the company apologise for not returning his calls and for not using CCTV in the sewer initially. Further, that it pay him an unspecified sum of compensation.
- In comments on the company defence the customer says:
  - The company said it would not usually waive the £160 annual sewer charge because the customer did not report the second flooding incident. However he reported it by phone the same day.
  - The company has recorded incorrect information about alleged misuse of its sewer and exchanges with the customer.
  - The company should have removed a trap in 2019 when it attended, as an engineer had told him problems would persist until the trap was removed.
- In comments on a preliminary decision the customer said:
  - He seeks the company confirm his complaint will not impact his services in future.
  - He considers the company should reimburse him for the increase in insurance premiums.
  - Had the company carried out repairs promptly in July he would not have suffered the flooding later in July.
  - He suffered stress chasing the company to carry out repairs in July.
  - The company did not seek a road closure as it says.

- The flooding put his disabled and vulnerable mother at risk; he considers a higher payment is warranted.
- The lean to was connected to the back from his kitchen, where he had to go into to use his washing machine.
- The company kept on saying the cause was misuse, which he disputes. He seeks a finding on this.

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

- In November 2019 it attended the customer's property following a flooding incident, found the cause was misuse and jetted the sewer to clear a blockage.
- In 2020 following a flooding incident it investigated, used CCTV, found no issues with its assets and determined the cause must be a private issue.
- In July 2021 it was alerted to a defect on its asset. It could not repair this until it had the required council permits for a road closure. It carried out the repair in August 2021.
- Prior to April 2021 it was not policy to carry out CCTV on first time blockages and this is why it was not carried out on earlier visits from November 2019.
- It has attended every report of flooding and carried out the necessary investigations and provided its service to the standard one would reasonably expect.
- It has previously apologised and it offered a gesture of goodwill of £1000.00 but the customer declined this offer. The offer comprised: £350.00 insurance excess; £350.00 insurance excess; £160.00 for annual sewage charges; £100.00 for service failings (failed call backs); £40.00 for a missed appointment.
- It has now withdrawn this offer.

**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. It is not in dispute that the customer has suffered incidents of external sewer flooding. However, I cannot hold the company responsible for any loss or disadvantage caused to the customer as a result, unless I find it failed to provide its services to the standard to be reasonably expected.
2. Both parties refer to a flooding incident at the customer's property in 2020. I note the company has not provided any records of its investigations or works carried out at that time. In its defence the company says its engineers carried out CCTV upstream and found no issues on its assets. However, I have not seen any evidence to support this. Further the company has repeatedly stated within the same defence and supporting documents that it did not CCTV at that time. On balance, I find it did not use CCTV.
3. I acknowledge it was not company policy in 2020 to use CCTV. However, upon a flooding incident, it is reasonable to expect the company to investigate, identify the cause of the flood and carry out any repair to its assets if needed. I have not seen any evidence the company took adequate steps to investigate the cause of the flood and carry out any repair that may have been needed. Consequently, I find the company failed to provide its services to the standard to be reasonably expected.
4. The company's records show, in calls to the customer on 5 and 20 July 2021 and, in correspondence to the customer of 8 December 2021, the company acknowledged it may have identified its collapsed sewer and repaired it sooner, had it carried out CCTV in 2020. I am therefore satisfied the customer suffered two further flooding incidents in July 2021 because the company did not carry out investigations as reasonably expected in 2020.
5. The company accepts it failed to provide the customer with call backs as expected. This is evidence it failed to provide its services to the standard to be reasonably expected.
6. In regard to the customer's claim for an apology, I have reviewed the documents provided and I cannot see the company apologised for the lack of earlier CCTV or full investigation. I note it previously apologised during calls for failed call backs but this was not followed up in writing. I

therefore consider it appropriate to direct the company to provide the customer with a further written apology for the shortfalls identified in this decision.

7. As to the claim for compensation, the company's records show the customer provided it with evidence of the insurance excess paid following further flooding incidents. I am satisfied the customer incurred this cost as a result of the failing proven and therefore reimbursement of £700.00 is warranted. I therefore direct the company pay the customer compensation in the sum of £700.00. The customer has not evidenced any further direct loss, including any increase in insurance premiums. Further, it is possible such increases could be mitigated by seeking a cheaper provider. I will therefore not seek evidence on this point.
8. The company accepts service failings in relation to missed call backs and I also note the company accepted a missed appointment. I am satisfied this would have caused the customer some distress and inconvenience. However the flooding incidents themselves would also have been a cause of distress and inconvenience. Taking into account the flooding was external, that there is no complaint regarding a delay in clean up and, any damage would have been addressed by home insurance, I consider a tier 2 payment under the WATRS compensation guide is warranted. I therefore direct the company pay the customer compensation in the sum of £500.00 for distress and inconvenience.
9. While it may be company policy to waive its annual sewerage charge in certain cases, the company does not consider that applies in this case. And that is not otherwise the basis for assessment of compensation by WATRS. I have therefore not directed this.
10. To address the customer's comments on a preliminary decision:
  - a. I can only direct the company remedy loss arising from a failing. I cannot direct the company take action to prevent harm that has not yet occurred. Therefore I cannot ask it to confirm the customer's service will not suffer in the future, for any reason.
  - b. I found the company responsible for the two further July flooding incidents and took this into account when deciding a remedy.
  - c. The company appears to have carried out repairs following the July incident without undue delay.
  - d. While the customer disagrees with my decision as to remedy, my view remains the same. There is a lack of supporting evidence the customer's mother was put at risk due to the flooding incidents.

- e. I did not need to establish the cause of the flooding to reach a decision on the customer's claim and it is not necessary or proportionate for me to make findings on this.

### Outcome

The company should provide the customer with a written apology for the identified failings, pay the customer compensation in the sum of £700.00 to cover his insurance excess and pay the customer £500.00 for distress and inconvenience.

### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 19 May 2023 to accept or reject this decision.
- 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.



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