

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X724

Date of Final Decision: 11 October 2023

#### Party Details

Customer: XX

Company: XX

#### Complaint

In December 2022, a leak from the company's pipework caused thick ice to form on the customer's driveway. When the ice thawed, the customer discovered that the concrete surface on his driveway had been damaged. In view of this, the customer would like the company to pay him £1,000.00 in compensation so that he can restore his driveway to its original condition.

#### Response

On 12 December 2022, the company received a report of a leak on the customer's road and this was repaired on 16 December 2022. The customer has not provided any evidence to show that the leak caused damage to his driveway, and the company's own evidence indicates that the leak could not have caused any damage. In view of this, the company denies liability to compensate the customer.

#### Findings

The evidence does not show that the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to pay for the customer's driveway to be repaired. Therefore, the customer's claim does not succeed.

#### Outcome

The company does not need to take any further action.

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X724

Date of Final Decision: 11 October 2023

## Case Outline

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

- In December 2022, during a week of very cold weather, there was a leak from the company's pipes in his street that was not repaired for several days. This led to the formation of ice in the street that was six inches thick in some places, including at the top of his driveway.
- When the temperature rose during daylight hours, water from the ice seeped out and pooled in various areas on his driveway, and then froze again when the temperature dropped in the evening and overnight. This freeze/thaw cycle happened for several days.
- When the ice thawed properly, he discovered that it had disturbed the concrete surface of his driveway and left a patchwork of numerous crumbled concrete surface layers.
- The company attended to inspect the damage on several occasions. However, it denied liability on the basis that the water leak could not have caused the damage.
- The company has failed to understand that the damage was caused by the ice that formed as a consequence of the water leak, not just the water, even though it sent its staff to de-ice the street, including the entrance to his driveway, where the ice had formed. He questions why the company would do this if it was not responsible for the ice.
- Further, the severity of the incident was acknowledged by the Highway Inspector when they said they "could foresee complaints coming in once the snow had melted".
- In view of the above, he would like the company to pay him £1,000.00 to restore his driveway to its former condition.

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

- It received a report of a leak in the customer's road on 12 December 2022 and completed a repair on 16 December 2022.
- The customer claims that his driveway was damaged as a result of this leak, but he has presented no evidence to support this.
- A photograph of the leak provided in evidence shows the extent of the leak, the direction of the flow from the leak, and the location of the customer's property, and this does not indicate that any damage could have occurred.

- The customer says that it would not have applied salt to the road if it was not responsible for the ice. However, it is common practice to put salt in the location of a leak during cold weather, and it did this on 13, 14 and 15 of December 2022, but it did not put salt on the customer's driveway.
- Its Highways Inspector attended the customer's property on 13 March 2023 and its Network Maintenance Manager attended on 3 April 2023. At both of these visits, the customer was advised that no evidence had been provided to show that it was liable for the condition of his driveway so it would be more appropriate to contact his insurance company.
- In view of the above, liability to compensate the customer for the damage to his driveway is denied.

### **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 customer states that the company's pipework leaked during very cold weather in December 2022, water from the leak formed an ice sheet on his road and on his driveway, and the ice caused frost damage to the concrete driveway, but the company will not accept responsibility to repair it despite acknowledging responsibility at the time of the leak by sending workers to spread grit on the ice. The company accepts that there was a leak, but says that the customer has provided no substantive evidence to show that the flood water went on his driveway and/or caused any damage.

2. In order for the customer's claim for compensation to succeed, the evidence must show on the balance of probabilities that the company's asset caused a leak, water from the leak formed ice on the customer's driveway, the ice caused damage to the driveway, and the company has failed to provide its service to the standard reasonably expected by the average person by failing to take responsibility for the damage.
3. Having reviewed the evidence provided by the parties, including the photographs provided by the customer showing damage to his driveway, the photograph provided by the company showing the source of the leak, the leak flow and the location of the customer's property, and the site visit notes included in the evidence from CCW, I accept that there was a leak from the company's asset during icy conditions in the customer's road and there is now damage to the customer's driveway.
4. However, the evidence does not allow me conclude on the balance of probabilities that the leaked water formed ice on the customer's driveway and the ice caused the damage shown in the customer's photographs. I understand that this will be most frustrating for the customer, but without substantive evidence showing that the flood water formed ice on his driveway and the ice caused the damage shown in the customer's photographs, such as dated photographs of the driveway before, during and after the leak, and/or timely and detailed reports from the customer to the company complaining that the leaked water had formed ice on his driveway and had caused damage, I am unable to accept that the leak resulted in the damage to the customer's property.
5. In view of the above and based on the evidence I have been provided with, I do not find that the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to pay for the repairs to the customer's driveway and, while I appreciate that the customer will be most disappointed by my decision, the customer's claim cannot 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 25 October 2023 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.

*K S Wilks*

Katharine Wilks

**Adjudicator**