

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1223

Date of Decision: 15 March 2019

Complaint

The customer asserts that she suffered two flooding events in 2016. She asserts that the first flooding event occurred following heavy rainfall in November 2016. The company sent engineers to investigate and it was found that there was a blocked drain. The customer states that a clay-like substance was blocking her drain and she believes that this may have been caused by the company when it was carrying out works on her neighbour's collapsed pipe. After clearing the blockage, the company engineers suggested that an interceptor be removed as it could potentially cause flooding. The second flooding event occurred in December 2016. The customer submits that the interceptor had not been removed at this time and believes that the company should therefore accept some liability for this flooding event. However, the company's position is that it accepts no liability for the flooding events. The customer confirms that the company has already provided her with the requisite GSS (Guaranteed Standards Scheme) compensation. However, she does not feel that this is enough. The customer is therefore claiming for the company to provide her with an apology and financial compensation for stress, inconvenience and projected loss of earnings.

Defence

The company confirms that in November 2016, the customer contacted it and claimed that the manhole at her property was surcharging and that there was flooding at her property. When the company attended, it found no evidence of sewer flooding (this is shown in the evidence recorded at the time). However, the manhole was surcharging and there was a drain blockage that the company was able to clear for the customer. At this time, a large lump of concrete-like substance was removed. The company states that it then followed its standard processes and concluded that no further work was required as the blockage had been removed and the sewer was now free-flowing. The company confirms that the attending crew did make a suggestion to remove the interceptor. However, as there had been no previous history of sewer blockages in this section of sewer, the company decided that it was unnecessary to remove the interceptor at this time. The company confirms that the customer contacted it again in December 2016 and reported sewer

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flooding. On this occasion, the company found that sewer flooding was visible. The company therefore took action and cleaned out the interceptor. The engineering crew confirmed that the interceptor had been blocked by sanitary products. Water was also cleaned out from the basement of the customer's property at this time. Subsequently, the company removed the interceptor to prevent further blockages and a further defect was also repaired. The company states that it cannot control what is discarded in the sewers by its customers nor can it be liable for its customers' misuse of the sewers. The company confirms that it provided the customer with the appropriate payment of £168.90 as required by the GSS (Guaranteed Standards Scheme). The company does not accept any further liability to the customer.

Findings

It has not been established that the company failed to provide its services to the standard to be reasonably expected by the average person. The company has adequately demonstrated that it took fair and reasonable actions in response to the customer's issues.

Outcome

The company does not need to take any further action.

The customer must reply by 12 April 2019 to accept or reject this decision.

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The company's response is that:

- It confirms that in November 2016, the customer contacted the company and claimed that the manhole at the property was surcharging and that there was flooding at her property. However, when the company attended, it found no evidence of sewer flooding (this is shown in the evidence recorded at the time).
- There was a sewer blockage that the company was able to clear for the customer. At this time, a large lump of concrete-like substance was removed.
- The company states that it then followed its standard processes and concluded that no further work was required as the blockage had been removed and the sewer was now free-flowing.
- The company confirms that the attending crew did make a suggestion to remove the interceptor. However, as there had been no previous history of sewer blockages in this section of sewer, the company decided that it was unnecessary to remove the interceptor at this time.
- The company confirms that the customer contacted it again in December 2016 and reported sewer flooding. On this occasion, the company found that sewer flooding was visible. The company therefore took action and cleaned out the interceptor. The engineering crew confirmed that the interceptor had been blocked by sanitary products. Water was also cleaned out from the basement of the customer's property at this time.
- Subsequently, the company removed the interceptor to prevent further blockages and a further defect was also repaired.
- The company states that it cannot control what is discarded in the sewers by its customers nor can it be liable for its customers' misuse of the sewers. Sewers pipes are designed to be self-cleansing but, from time to time, blockages may occur as a result of inappropriate material being discarded.
- The company states that it has obligations in respect of its customer services as set out in OFWAT's Guaranteed Standards Scheme (GSS). The company confirms that it therefore provided the customer with the appropriate payment of £168.90 as required by the GSS.
- The company does not accept any further liability to the customer.

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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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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's position is that the company should accept liability for the two flooding events she experienced in 2016. The customer confirms that the company has already provided her with the requisite GSS (Guaranteed Standards Scheme) compensation. However, she does not feel that this is enough. The customer is therefore claiming for the company to provide her with an apology and financial compensation for stress, inconvenience and projected loss of earnings. The customer has clarified that her insurer has already covered the cost of the flood repairs; therefore, she is not claiming for this.
2. I remind the parties that adjudication is an evidence-based process and, in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I must also remind the parties that I am not a water services engineer and cannot make any independent determinations regarding the state/configuration of the sewerage system serving the customer's property. Nor am I able to commission any new investigations into the alleged flooding events experienced by the customer. My remit as a WATRS adjudicator is to review the evidence provided and objectively determine whether the company has failed to provide its services to the standard to be reasonably expected by the average person.

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4. With regards to the alleged first flooding event in November 2016, I am mindful of the fact that the substantive evidence available to me at the time of adjudication (specifically, the engineer work notes and on-site photographs) appears to show that there was no internal flooding at the customer's property at this time. However, I accept that the evidence does show the customer's manhole had been blocked by a lump of concrete/clay-like substance. I note the customer has asserted her belief that the company might be responsible for this blockage because it had recently carried out works on her neighbour's pipes. She believes that the lump of concrete/clay-like substance may have been dropped into her manhole when the company's workers were walking past it. Bearing in mind the absence of any substantive evidence that proves the customer's assertion in this regard (such as video/photographs showing the company's workers dumping any substance in the customer's manhole); I am unable to objectively conclude that the company or its workers were responsible for blocking the customer's manhole. Additionally, I am mindful of the customer's statement that the manhole drain is a common drain that also serves other parties. Accordingly, I take note of the possibility that blockages affecting the customer's property could have been caused by a third-party.
5. In any event (even if a flooding event had been established on this first occasion), I find no obligation (contractual or otherwise) on the part of the company to accept liability for flooding/pipe blockages (and any consequential losses flowing from these issues) as a result of its customers (or any other parties unconnected to the company) discarding materials that block their drains or otherwise misusing the sewers.
6. Taking into account the company's actions in response to the first alleged flooding event, I note that it promptly attended the customer's property, removed the manhole blockage and ensured the sewer was free-flowing. I acknowledge that the engineers who attended did suggest removing the interceptor to prevent the possibility of future flooding. However, the company decided not to proceed with the interceptor removal at this time as there were no previous issues at the property. Under the circumstances, bearing in mind the information available to the company at this time, I am satisfied that this decision was fair and reasonable. In reaching this finding, I have considered that there was no previous history of similar issues at the property and I have taken into account the fact that the presence of an interceptor is not an inherent defect in a sewer system. To the contrary, an interceptor is a device intentionally deployed to form part of a sewer system and under normal circumstances it should not present any issues. On this occasion, it is evident that misuse of the sewer was the primary cause of any

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blockages/flooding. Accordingly, I am not satisfied that the company's overall actions amount to a failure to provide its services to the standard to be reasonably expected by the average person.

7. In relation to the second flooding event in December 2016, I note that the evidence available (such as the engineer work notes) confirms that there was internal flooding at the customer's property. Furthermore, based on the evidence provided (such as the company insurer's statement), I note that it appears the flooding was caused by another blockage (debris and sanitary products) as a result of sewer misuse. Based on the evidence provided, I am not satisfied that the company was responsible for dumping any items in the sewers serving the customer's property. Furthermore, as already detailed above, I find no obligation (contractual or otherwise) on the part of the company to accept liability for flooding/pipe blockages (and any consequential losses) as a result of its customers (or any other parties unconnected to the company) discarding materials that block their drains or otherwise misusing the sewers. Consequently, I do not find that the company is obliged to accept liability for this flooding event (or for any consequential losses arising from this event).
8. Further to the above, taking into account the company's actions in response to the second flooding event, I note that it took appropriate action by attending the customer's property, removing the blockage and clearing water from her basement. I also note that following this further blockage event, the company took steps to remove the interceptor to lower the future risk of blockage. In addition, I also note that the company provided the customer with the appropriate regulatory GSS payment for the flooding event. Therefore, under the circumstances, I am satisfied that the company's actions were fair and reasonable and I am not satisfied that the company failed to provide its services to the standard to be reasonably expected by the average person.
9. Following a full review of all the evidence available to me, I am not satisfied that the company's actions amount to a failure to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any substantiated failures on the part of the company, I am unable to uphold the customer's claim for redress.

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10. This marks the end of the WATRS stage of the customer's complaint. The customer is not obliged to accept this decision and is free to pursue redress through all other avenues as available to them.

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 12 April 2019 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.



E. Higashi LLB (Hons), PGDip (LPC), MCIArb.

Adjudicator

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