

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1763

Date of Decision: 21 January 2020

Complaint

The customer has a dispute with the company regarding the backdating of her eligibility to be included on the Watersure Plus tariff. The customer notes that the scheme commenced on 01 April 2015 but claims that she was not aware of it because the company failed to adequately advertise its existence. She further asserts that should she have been on the scheme since its inception she would have saved £1,000.00 in charges. As such, she requests the company backdate her entitlement to the reduced tariff to 01 April 2015 and issue an apology.

Defence

The company states that it placed the customer on the tariff when she applied on 23 October 2019. It notes that the regulations of the scheme do not permit backdating beyond the current charging period because customers must re-apply every year. Additionally, the company believes that it makes reasonable efforts to ensure that all customers are aware of the various support schemes in place, including Watersure Plus. The company has not made any offer of settlement to the customer, and believes it has acted in a correct and reasonable manner. As such, it declines to agree to any of the customer's claims

Findings

The customer has not presented sufficient evidence to support her claim that the company wrongly backdated her acceptance onto the reduced tariff. I am satisfied the company has taken reasonable steps to ensure its financial support schemes are sufficiently prominent in the public domain. I am further satisfied that fixing the start date of the customer's access to the tariff at 01 April 2019 is correct and reasonable. Overall, I find the company has not failed to provide its services to the extent to be reasonably expected by the average person.

Outcome

The company needs to take no further action

The customer must reply by 18 February 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1763

Date of Decision: 21 January 2020

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer claims she has experienced an ongoing dispute with the company regarding the backdating of her placement on the Watersure Plus tariff. Despite the customer's ongoing communications with the company and the involvement of CCWater, the dispute has not been settled.
- The customer states that on 23 October 2019 she contacted the company to apply to be placed on the Watersure Plus tariff. The customer confirms that she was subsequently approved for the tariff and advised that the commencement date would be from the date of her application - 23 October 2019.
- The customer claims that she did not know of the Watersure Plus scheme until she was informed by a friend and she advised that she contacted the company immediately upon becoming aware.
- As she was unaware of the scheme prior to October 2019, the customer requested the company backdate her entry onto the tariff to the date of its inception in 2015. The customer notes that the company declined to agree to backdating.

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- The customer, in her e-mail to the company dated 23 October 2019, complains that the company did not advertise the Watersure Plus scheme and had not included information about it when sending her water bills.
- The customer states she was advised by the company that a message is placed on all water bills advising customers to make contact if they experience difficulties in paying their bills. The customer asserts that as she has never had a problem to pay any bill and therefore she would never had cause to contact the company in this regard.
- The customer states that had the company placed her on Watersure Plus from its inception, and based on the bills she had received during the intervening period, she estimates she would have paid approximately £1,000.00 less in charges since 2015.
- The customer advised that when she complained to the company it offered her only £20.00 in compensation and refused to backdate her commencement on Watersure Plus to the date of its inception.
- The customer, dissatisfied with her interactions with the company, escalated her dispute on 15 November 2019 to CCWater who took up her case with the company on her behalf. The customer further records that, despite the intervention of CCWater, the dispute is ongoing and the company has not revised its standpoint and CCWater are unable to facilitate a resolution between the parties.
- The customer remains dissatisfied with the response of the company and on 02 December 2019, has referred the matter to WATRS, whereby she seeks to have the company backdate her placement on the Watersure Plus tariff to its inception on 01 April 2015, then backdate her reduced charges to this date, and issue an apology.

The company's response is that:

- The company submitted its Defence paper to the claim on 23 December 2019.
- The company confirms that the customer contacted it on 23 October 2019 to enquire as to how she could make savings on her water bill. The company claims that it explained various measures to the customer including applying to be placed on the Watersure Plus tariff.
- The company notes that during the telephone discussions the customer applied for the Watersure Plus tariff and also applied to have a water meter installed as another measure to reduce consumption.

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- The company acknowledges that it received a written communication from the customer on the same day, 23 October 2019, in which she complains that she was never informed or made aware of the existence of Watersure Plus. The company also notes that the customer's e-mail claimed that had she been on the tariff since its inception on 01 April 2015 she would have been charged £1,000.00 less than she has actually paid.
- The company states that on 08 November 2019 it confirmed to the customer that she had been accepted onto the Watersure Plus tariff and this would become effective as from 23 October 2019, the date of her application.
- The company acknowledges that the customer was given incorrect information by its telephone agent during the discussions on 23 October 2019 that her acceptance on to the tariff would be backdated to 01 April 2019. The company states that as a gesture of goodwill it has honoured that erroneous information and backdated the tariff commencement to 01 April 2019.
- The company records that in response to the customer's e-mailed complaint of 23 October 2019 it sent the customer a detailed explanation of the way in which Watersure Plus is backdated and the methods used to advertise its various assistance schemes. The company notes that the customer is on the Rateable Value tariff and as such would receive only one bill per year, but all her bills from 2015 to 2019 (inclusive) contained information on the assistance measures available from the company to those customers having difficulty in making payment. The company further notes that it also has the same and additional information on its website where under the section headed "*Further financial help from our schemes*" the customer would have been aware that the Watersure Plus scheme is included.
- The company also records that its records show the customer to have an excellent payment history and as such the company has never identified a need to be proactive with her in respect of offering help to pay her bills. Additionally, the company asserts that its many support schemes are too numerous to explain in detail on the customer's bills or on the annual billing leaflet sent to her.
- In summary, the company believes it correctly applied the procedures in respect of placing the customer on the Watersure Plus tariff and that her original commencement date of 23 October 2019 followed the regulations of the tariff. The company is also satisfied that it has taken sufficient measures to advertise all its payment support schemes, but believes that it is not feasible to include such details on water bills. Further, the Company denies to backdate the customer's placement on the tariff to 01 April 2015, adjust her back payments accordingly, nor to issue an apology.

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The customer's comments on the company's response are that:

- The customer has submitted comments on the company's Defence document. She reiterates her position that she was unaware of the Watersure Plus tariff until advised by a friend, and questions the company's explanation that it advertises support schemes on water bills for those customers having difficulties with payment. She notes that as she has never had a payment problem she would not have had need to contact the company, but insists that had she been aware of the scheme earlier she would have applied much sooner. Similarly, the customer questions why the company believes she could have searched its website for information on the Watersure Plus tariff when she didn't know it existed. The customer also comments on issues relating to metering, but I shall not take these into consideration as I find them not pertinent to the crystallised dispute regarding the Watersure Plus tariff.
- On 24 December 2019, the company responded to the customer's comments, and noted the customer had raised a new issue in respect of metering and this was not in compliance with the adjudication scheme.

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 the evidence provided. Please note that 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.

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How was this decision reached?

1. The dispute relates to the customer's dissatisfaction over the company's refusal to backdate her entry onto the Watersure Plus tariff to the date of inception of the scheme on 01 April 2015. The company asserts that the conditions of the scheme define the customer's start date as being the date of application to receive the reduced tariff.
2. I note that the adjudication scheme is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
3. The customer has on 23 October 2019 contacted the company by telephone to enquire about the Watersure Plus tariff after being made aware of it by a third party. With the aid of the company agent, the customer, during the telephone discussion, completed and submitted an application to be placed on the scheme. The company on 08 November 2019 advised the customer of the acceptance of the application and confirmed that her water bills would be halved as from 23 October 2019 – the date of application.
4. Following her telephone discussion with the company agent on 23 October 2019, the customer, on the same day, submitted a written complaint to the company. The customer's complaint is that the company failed to adequately advertise the Watersure Plus scheme and as a result she had been unaware of its existence.
5. The customer further claims that had she been aware of the scheme at its launch on 01 April 2015, she would have applied to be placed on the tariff at that time. The customer notes that she would have paid £1,000.00 less in water charges.
6. Turning first to the issue of adequate advertising of the scheme, I note the company's explanation that it operates numerous customer support schemes and that it is not feasible to include details of them all on its bills, Annual Bill leaflet or its annually issued Charges Scheme document. I am satisfied, on balance, that this is a reasonable approach by the company.
7. I am further satisfied that the company makes clear reference on its water bills that assistance is available to those customers facing difficulties in paying their bills, and indeed it is of significance that a criterion for inclusion onto the scheme is being in receipt of a low income. I take full note of the fact that the customer has stated that she has never had difficulty in paying her bill and the company confirms that she has an exceptional history of paying her bill promptly.

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8. I am satisfied, on balance, that the company is correct and reasonable in its statement that it has not identified the customer as being a priority for attention in respect of struggling to pay her bills.
9. I further note that the company also includes details of the Watersure Plus tariff on its website and that a link to the website is included on the customer's annual water bill. I take notice of the customer's contention that she would not seek to find online information on a subject that she was not aware of because she did not have difficulty paying her bill. However, I am satisfied that the Watersure Plus tariff is aimed at people on low income and thus, on balance, I find that such references on the water bill would be sufficient to be of use to customers requiring some form of financial assistance.
10. I am also satisfied on balance that the advertising by the company in respect of financial customer support is reasonable and sufficient for the purposes of making customers aware that various forms of financial assistance are available and that Watersure Plus is just one of such measures. I find that the company has not failed its duty of care to make customers aware of the existence of the Watersure Plus tariff.
11. The customer has stated that had she been aware of the scheme in April 2015 she would have applied to join at the time and claims that she would have paid £1,000.00 less in water charges. I am aware that the Watersure Plus tariff must be applied for each year, and as I am not familiar with the financial situation of the customer, I am not persuaded that the customer would have qualified for the tariff each year since 2015. The customer has not supplied me with sufficient evidence to support her position.
12. The company has laid before me in its Defence paper an extract from its Charges Scheme 2019/20, which reads:

Watersure Plus will apply for the period covered by this Charges Scheme

My understanding of this brief extract is that if an application to be placed on the tariff is successful then coverage will be for the period of the Charges Scheme which commenced as from 01 April 2019. I note that the company has backdated the customer's commencement to this date. I find this to be correct and reasonable, and as such I shall not direct that the company backdate the customer's access to the Watersure Plus tariff to 01 April 2015.
13. The customer in her WATRS application also requests that the company issue an apology. As I have found that the company did not commit a duty of care failure regarding customer awareness of the tariff nor incorrectly backdated the commencement date then it follows that an apology is not appropriate.

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14. I am sympathetic to the frustrations of the customer inasmuch that she believes she would have saved approximately £1,000.00 had she been on the tariff from the outset. However, I find on balance, that the company has made sufficient and reasonable efforts to make all customers aware of the various help schemes available. I find it is not reasonable nor practical for the company to monitor each of its very large customer base to ensure that they are fully aware of all and every scheme and I am satisfied that a reasonable level of self-management is expected from customers.
15. In summary, I find that the customer has not provided sufficient evidence to justify the claim.
16. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person, and therefore, my decision is that the claim does not succeed.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 18 February 2020 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.

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Peter R Sansom
MSc(Law); FCIArb; FAArb;
Member, London Court of International Arbitration.
Member, CIArb Business Arbitration Panel.
Member, CEDR Arbitration Panel.

Adjudicator

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