

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/2017

Date of Decision: 20 July 2020

Complaint

The customer asserts the company has incorrectly charged for surface water drainage and failed to provide a full refund. The customer claims the maximum compensation payable plus interest. They seek the disputed balance of £56,728.27 is either waived or reduced upon a further refund of overpayments.

Response

The company states the wholesaler applied a refund backdated to 1 April 2018 in line with its policy. It has fulfilled its own obligations in liaising between the customer and the wholesaler. It denies the claim.

Findings

Based on a review of the available information, the customer has not proven any failing by the company.

Outcome

The company does not need to take any further action.

The customer must reply by 17 August 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/2017

Date of Decision: 20 July 2020

Party Details

Customer: Customer

Representative: Rep

Company: XWater

Case Outline

The customer's complaint is that:

- In March 2015 they informed the wholesaler, XWater, it had incorrectly charged the customer for surface water drainage ("SWD"). Despite continued correspondence with the wholesaler and then the company (the retailer) this was not corrected until 2019.
- In February 2019 the company adjusted the customer's banding from 21 to 15 and applied a refund backdated to 1 April 2018, being the charging year in which the mistake was identified. However, the customer seeks a full refund on SWD charges or at least a refund backdated to 1 April 2014, as they told the wholesaler about the mistake in 2015.
- In April 2020 the wholesaler advised of a further error and that the customer's banding should revert from 15 to 21. This would apply from 1 November 2018. They have contacted the wholesaler seeking clarity on this but received no response.
- The customer claims the maximum compensation payable plus interest and seeks that the disputed balance of £56,728.27 is waived or reduced upon a refund of overpayments.
- In comments on the response from the company, the representative highlights inaccuracies in the defence; expresses dissatisfaction that the company has sought to defer responsibility to the wholesaler; complains about the wholesaler's lack of action from 2015 and; complains of poor communications and a lack of transparency throughout.

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The company's response is that:

- The customer first contacted it in May 2018 regarding SWD charges. It liaised between the customer and wholesaler and in early 2019 the wholesaler confirmed it would adjust the customer's banding from 21 to 15, backdated to 1 April 2018.
- The customer was unhappy with this limit and it explained this was in line with the wholesaler's policy. The customer complained and it asked the wholesaler to reconsider its decision. However the wholesaler maintained no further refund would apply.
- It has fulfilled its obligations in raising the customer's query to the wholesaler on the customer's behalf.
- The remaining balance is correct and payable and as such, it denies the claim.

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. In its response the company refers to decisions made by the wholesaler. In order to make a decision in this matter I must clearly distinguish between actions taken by the wholesaler and

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the duty owed by the retailer (the company) to its customers. Since the water market in England opened up to retailers in April 2017, all non-household customers have been moved to a wholesale/retail split service. As a result, a non-household customer now only has a relationship with the retailer. In turn, an adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, as the party to the case, has responsibility, and not those things for which the wholesaler has responsibility. This includes, however, the effectiveness with which the retailer has operated as an intermediary between the wholesaler and the customer.

2. The customer's complaint concerns the wholesaler's actions from 2015 and its decision to apply a refund backdated only to 1 April 2018. However, as explained above, it is not within my remit to consider or comment upon the actions or decisions of the wholesaler. Rather, my role is to make findings in relation to the company (retailer). In this case and, as suggested in the customer's comments, the company's role is to raise the customer's concerns to the wholesaler and act as an intermediary.
3. On reviewing the relevant correspondence I consider the company acted properly in liaising between the customer and wholesaler and in raising complaints to the wholesaler on the customer's behalf. While there were some errors and delays in its actions I note the company identified these and applied a GSS payment of £180 to the customer's account. Taking this into consideration I find that overall, the company provided its services to the standard to be reasonably expected.
4. I note the customer has concerns about recent communications from the wholesaler, in relation to a further decision on banding. However, it is not within my remit to comment upon or make findings on the actions of the wholesaler. Further, I cannot consider any matters raised in the customer's comment on the company's response, that were not the subject of the initial claim.
5. I appreciate that the customer will be disappointed with the outcome of this decision. However, for the reasons explained above, I am unable to find any failing by the company. Therefore the customer's claim is unable to succeed.

Outcome

The company does not need to take any further action.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 17 August 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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Justine Mensa-Bonsu (LLB (Hons), PGDL (BVC))

Adjudicator

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