

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT 1784

Date of Decision: 17 March 2020

#### Complaint

As detailed in her WATRS application form (under the heading of 'Complaint Synopsis'), the customer's complaint relates to "*debt recovery action conducted by RST Water on accounts for KLM Cars. Customer service received by the customer whilst payment schedule was agreed with RST Water*". The customer indicates that she remains unhappy with the company because she feels that it has not done enough to demonstrate its stance. The customer is therefore claiming for the company to demonstrate that there has been no double-charging on any of her ten accounts, compensation in the sum of £2500.00 and "credits on account due".

#### Defence

The company accepts that there have been shortfalls in its service provision; however, it asserts that it has already corrected these issues and provided the customer with appropriate redress for these oversights. The company states that it does not accept any further liability for the customer's claims for redress.

#### Findings

The company has failed to provide its services to the standard to be reasonably expected by the average person. In light of the identified failures, the customer is entitled to further compensation from the company.

#### Outcome

The company shall provide the customer with £200.00 in compensation. This decision cannot be appealed; however, the customer is not obliged to accept this decision and is free to pursue resolution through all other avenues as available to them.

The customer must reply by 15 April 2020 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

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Date of Decision: 17 March 2020

## Party Details

Customer: [ ].

Company: [ ].

## Case Outline

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

- The customer's WATRS application (under the heading of 'Complaint Synopsis') lists two elements of complaint:
  - *"debt recovery action conducted by RST Water on accounts for KLM Cars.*
  - *Customer service received by the customer whilst payment schedule was agreed with RST Water"*
- The customer indicates that she remains unhappy with the company because she feels that it has not done enough to demonstrate its stance.
- The customer is therefore claiming for the company to demonstrate that there has been no double-charging on any of her ten accounts, compensation in the sum of £2500.00 and "credits on account due".

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

- It does not accept liability for the customer's claims for redress.
- The company confirms that back in October 2018, there was an occasion where the customer was double-billed in error. However, this was promptly corrected and a confirmation email was sent to the customer in November 2018.

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- The company acknowledges that the customer subsequently expressed confusion regarding account billing as a result of receiving credit notes and new invoices. The company explained that this was due to the fact that, when actual meter readings are supplied, this amends the estimated readings so that the customer is charged correctly.
- In July 2019, the customer sent an email with several questions relating to invoices. The company confirms that it responded to each point in August 2019. The company accepts that there were again some duplicated charges. However, this was rectified.
- The customer sent a further email to the company advising that her invoices were confusing. The company responded with a full explanation furnished with a copy of the contract, scheme of charges and a breakdown of meter reads.
- The company then sent a further email explaining the customer's charges and confirmed that no further double-billing had occurred on the account (and that the balance was now correct).
- The customer contacted the company again with concerns over double-billing. However, the company reassured the customer that all errors had been corrected and the balance was correct.
- The customer continued to express concerns about double-billing. The company again confirmed that no double-billing was on the account.
- The company appreciates the confusion experienced by the customer but it has explained the billing to her on more than one occasion (with evidence) and confirmed that the accounts are now correct.
- The company accepts that it has previously failed in its service provision (as detailed above). However, it submits that it has rectified these previous issues and provided an £80.00 gesture of goodwill. It believes that this is fair and reasonable and does not accept any further liability to the customer.

### 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.

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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. Following a full review of the available papers, I am able to deduce that the customer's concerns flow from her belief that the company may have charged her incorrectly. In particular, the customer expresses concern that because the company has incorrectly double-charged her in the past, it may be doing so again. The customer indicates that she remains unhappy with the company because she feels that it has not done enough to demonstrate its stance. She is also unhappy with the level of customer service received from the company. The customer is therefore claiming for the company to demonstrate that there has been no double-charging on any of her ten accounts, compensation in the sum of £2500.00 and "credits on account due".
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. It should be noted that, as the party raising the dispute, the customer bears the initial onus of proof. Furthermore, it is important to note that any new complaints/evidence provided at the comments stage cannot be considered. I will proceed accordingly.
3. I have acknowledged the customer's concern that the company might be charging her incorrectly. However, upon review of the evidence provided, I am unable to identify any objective evidence that categorically proves the company is presently charging the customer incorrectly. In this vein, I should highlight that I am not a forensic accountant with access to/in-depth knowledge of the company's internal billing systems/processes. Furthermore, it is entirely beyond my remit to commission/carry out new investigations in order to obtain evidence to substantiate the customer's concerns. I am only able to base my decision on the submissions provided at the time of adjudication. Under the circumstances, I have no other option but to

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conclude that the customer has not sufficiently discharged her initial onus of proof (to illustrate with substantive evidence that the company is currently billing her incorrectly). As such, at this point in time, I must conclude that the customer has not objectively substantiated the foundation of her redress claims.

4. I am mindful of the customer's concern regarding the "*debt recovery action conducted by RST Water on accounts for KLM Cars*". I note that the company's scheme of charges expressly state that it is permitted to take outstanding debt action for payments that have not been made on time. Furthermore, the company's terms and conditions also indicate that the customer is obliged to pay the company's bills by the due date and it will later reconcile any actual charges due in its invoices/statements. I also acknowledge that the company remained reasonably consistent in advising the customer to pay the outstanding debts on her accounts. Accordingly, under the circumstances, I am unable to conclude that this particular issue amounts to a service provision failure on the part of the company.
5. In the interests of completeness, I draw attention to the fact that by virtue of section 142 of the Water Industry Act 1991, the company is entitled to set its own scheme of charges and charge its customers in accordance with that scheme of charges. Furthermore, I must point out that it is entirely beyond the scope of this scheme to examine/review any issues relating to the fairness/appropriateness of the company's set contract terms and/or commercial practices (WATRS Rule 3.5).
6. Turning to the issue of the company's customer service provision, I acknowledge that the customer has submitted a narrative of her interactions with the company. I must highlight that, as this document appears to have been unilaterally prepared by the customer, I am only able to attach weight to it insofar as it is corroborated by further objective/substantive evidence. I note that, in its defence submissions (which represent the company's most recent position regarding the dispute), the company appears to accept that it had charged the customer incorrectly in the past (through double-billing). Accordingly, I am satisfied that this was a failure on the part of the company to provide its services to the standard to be reasonably expected by the average person. However, I note that the company submits that it has already apologised, amended these errors, explained this to the customer and provided her with £80.00 in compensation as a gesture of goodwill. The company therefore believes it has appropriately addressed its failures. Whilst I have taken note of the company's remedial actions, having examined all the documents provided, I am satisfied that there have been some further customer service failures on the part

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of the company. In particular, I have noted some inconsistencies in the company's stated position (extending to its responses to the Consumer Council of Water, where it claimed that it had incorrectly admitted to double-billing the customer but would not seek to recover the refunded charges. This position appears to contradict the company's current position as detailed in its defence). Furthermore, within the communications between the parties, the company also accepts that there were delays in its responses and remedial actions. Whilst I note that the company has already taken some remedial action for its failures, given the nature and extent of all the oversights on its part, I am satisfied that the customer is entitled to a further measure of compensation for the stress and inconvenience experienced. Under the circumstances, I find it fair and reasonable for the company to provide the customer with further compensation in the sum of £200.00.

7. Consequently, I am satisfied that there have been failures on the part of the company to provide its services to the standard to be reasonably expected by the average person. In light of the circumstances, I find it fair and reasonable to direct that the company provides the customer with further compensation in the sum of £200.00. However, I do not find that any further remedial action is objectively warranted.
8. This marks the end of the WATRS stage of the customer's complaint.

#### **Outcome**

The company shall provide the customer with compensation in the sum of £200.00. This decision cannot be appealed; however, the customer is not obliged to accept this decision and is free to pursue resolution through all other avenues as available to them.

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## **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 15 April 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.



**E. Higashi** LLB (Hons), PGDip (LPC), MCI Arb.

**Adjudicator**

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