

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX67

Date of Decision: 19/12/2020

Complaint

There are two water meters at the allotment and they need to be read on the same day to produce accurate and regular bills, however, the company read the meters on different days until November 2020. He first raised his complaint in July 2018, and it has taken two and a half years for the company to take the action required to enable accurate and regular billing. He wants the company to send him regular bills based on the readings from both meters. The customer would also like an apology for the delay in sorting out this problem and compensation for distress and inconvenience.

Response

On 14 August 2018, the customer contacted the company because his billing was erratic. The issues were caused because the two meters were not being read on the same day and, as a result, the system was unable to produce invoices. This has now been resolved; the meters were both read on 6 November 2020 and an accurate invoice was sent to the customer shortly afterwards. It acknowledges that there have been service failings but the appropriate GSS payments have been made and the company denies liability to pay further compensation.

The company has not made an offer of settlement.

Findings

The company's response confirms that the customer's claims are justified and that the company has failed to provide its service to the standard reasonably expected by the average customer.

Outcome

I direct the company to make reasonable endeavours to continue to read both meters on the same day, or estimate both meters on the same day, and produce regular invoices. I also direct the company to pay the customer £500.00 in compensation for distress and inconvenience and send the customer a formal written apology.

The customer must reply by 20/01/2021 to accept or reject this decision.

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Party Details

Company: XWater

Case Outline

The customer's complaint is that:

1. • He is the treasurer of the REMOVED and in July 2018 he complained that their billing was erratic. He told the company that he thought the billing problems may be caused by having two meters that are read on different days and the company said it would look into it. He believed he had made a formal complaint but, in December 2018, he was told that all the correspondence and phone calls he had made since he first contacted the company were classed as enquiries. • On 9 July 2019, after receiving no bill in March 2019 or June 2019, he raised a complaint at Stage 1 and provided meter reads for both meters. He received a reply saying that the company's failure to read both meters on the same day was the cause of the on-going billing problem, as the system could not cope with the actual/estimated read discrepancy. • On 18 July 2019, he received a bill for the period from 9 December 2018 to 24 February 2019, in September 2019 he received a bill for the period up to 1 June 2019, and in November 2019 he received a bill for the period up to 2 September 2019. • On 11 May 2020, he raised a level 2 complaint and received another bill on 20 May 2020. This bill was for the period 2 September 2019 to 13 May 2020 but, again, the bill showed that the meters had not been read on the same date and the bill was inaccurate. • On 20 May 2020, he received a strange half complete pro-forma response which he queried by email on 22 May 2020 and 10 June 2020. He received no reply to the first email, and the email of 10 June 2020 was replied to on 2 July 2020 with the same pro-forma that had been sent previously, although it had been completed. • On 29 June 2020, having two outstanding emails, neither answered within ten working days, he contacted CCW and made a stage 3 complaint. • He received a reply to his complaint on 7 July 2020, again stating that the cause of the problem was that both meters were not being read on the same day and this causes a conflict between the actual and estimated reads and the system fails. The company promised to ensure that the meters would be read on the same day. It also said

that the meters would be read twice a year and a reminder would be set on the account to check that the next bill, scheduled for 14 August 2020, was in order. • On 3 September 2020, he received the bill and it was incorrect again; one meter had been read on a fortnightly basis, and the other meter had not been read at all. Additionally, the bill showed no water usage for the unread meter, although it included a standing charge fee. • He telephoned the company's customer service department to ask that the bill be corrected in line with the outcome of the Stage 3 complaint, and he told the company that he would not pay the bill until it had been amended. The company informed him that his refusal to pay would be noted but he should phone every two weeks to avoid late payment fees. He explained that the problem was the company's and that it was unreasonable to expect him to phone every fortnight to inform it that it had not corrected the error. He also explained that he would not pay a late payment fee on an incorrect bill. • On 29 September 2020, he received a reminder to pay the incorrect bill. He telephoned the company on 2 October 2020, got passed from one person to the next and put on hold and, when he finally spoke to a customer services agent, he again explained that the bill would not be paid until it was correct, and he would not accept a late payment fee for a repeated error on the company's part. • On 17 October 2020, he received a final demand which said a late payment fee would be added to the account, and debt collection was threatened. On 26 October 2020, he received a telephone call from the company's debt collection team and he explained that they were in dispute over the bill and the billing arrangements, and the issue had been going on for the last two and a half years. He repeated that he would not pay an incorrect bill. • On 27 October 2020, he received a second call from the debt collection team and repeated what he had said the previous day. Shortly afterwards, he received an email from customer services who seemed confused about the CCW complaint process, so he replied and said he would be raising the complaint to Stage 4. He was then told that debt collection would be informed and the late payment fee would be removed from the account; however, the fee has not been removed. • In his comments on the company's response to his claim, he said that the company attended the allotment on 6 November 2020 and, for the first time, read both meters on the same day, and he has now received a corrected bill. • He wants the company to continue to send a reasonably accurate bill every quarter, by reading or estimating both meters on the same day. • He would also like an apology as he has spent two and a half years asking the company to read both meters at the same time in order to get regular and accurate bills. • He would also like compensation for inconvenience and distress for the amount of time and energy he has spent trying to make the company deal with the billing problem. He has contacted them on at least ten occasions, often waiting long times to speak to a customer service representative who has either passed on the complaint to somebody else or put him on hold for a long time, then informed him that someone

else will make sure the problem is dealt with. The long email trail also shows the lengths he has gone to in order to provide the company with information about the problems over the last two and a half years. • There have been repeated customer service failings; it's been two and a half years since his first complaint and he feels that the company has not taken his complaint seriously. Every time he has contacted the company he has had a different person to deal with; he would have expected to be given a single point of contact after making his Stage 2 complaint so that he did not have to waste time telling each new person the nature of the problem, what the last person had promised to do, and how he knew the promise had not been carried through. The bill produced in August 2020 shows that not one of the three promised actions following the Stage 3 complaint happened and, after all that, he was expected to ring fortnightly to prevent debt collection. He feels that compensation in Tier 2 would be appropriate.

The company's response is that:

1. • On 14 August 2018, the customer first made contact to say he had not received an invoice since January 2018. During this call, the customer was assured that the matter would be investigated. • On 26 November 2018, the customer called again and a senior customer service advisor called him back and explained that in normal circumstances accounts bill without any manual intervention, however, in this case, because the billing frequencies for the two meters fell out of line, manual intervention was required to produce invoices. It was confirmed that an invoice would be issued in December 2018. During this call, the customer was advised that the issue had not been through the complaints process, and the customer said that if the December invoice was not correct, he would write in to register a complaint. • On 9 July 2019, the customer emailed and a Stage 1 complaint was logged. Although the customer had received an invoice in December 2018, it had failed to produce invoices for March 2019 and June 2019. In its response, dated 19 July 2020, it explained that the issue had arisen because, to enable the account to invoice, it needed reads for both meters on the same date. • On 5 August 2019, the customer emailed and thanked it for the action taken and the advisor who read this email thought a response was not required; however, following a review, it acknowledges that there were questions that required a response. • On 11 May 2020, a further email was received from the customer because he had not received

an invoice between November 2019 and May 2020. This was logged as a Stage 2 complaint. • On 15 May 2020, it responded to this email, but a week later the customer replied to say it had failed to address all of the issues raised. • On 8 June 2020, it issued a response which contained several formatting issues; however, it has been unable to locate the response. • On 10 June 2020, a further email was received from the customer saying he had not received a response which, it acknowledges, indicates the previous response may not have been sent. • On 2 July 2020, it replied to this email and sent a copy of the email with formatting

issues that had previously been sent. • On 29 June 2020 and 3 July 2020, two further emails were received which it failed to respond to. This was because it thought the customer sent the emails to advise that he was taking his complaint to the next stage of the complaints process. Following the review, however, it realises that a response should have been issued and it is sorry for the inconvenience that this may have caused. • On 7 July 2020, CCW made contact and it identified that reads from the two meters were being taken on different dates. An email was sent to the metering team to ensure that the meters were both read on the same date. It explained that if it does not receive the reads on the same date, then the invoice will fail to produce as it should. Following its response to CCW, the customer contacted the company again because he had still not received an invoice. • It arranged for both the meters to be read on 6 November 2020 and, once these reads had been received, an invoice was issued. • As a retailer, the company has an obligation to issue an invoice to an actual meter reading that has been taken by a meter reader at least once in a two-year period, and an invoice must be issued once in a 12-month period. To ensure its legal obligations are met, it attempts to read customers' meters once every six months. • The customer says the invoice received on 28 August 2020 disproves its previous explanation. When this matter was first brought to its attention on 9 July 2019, there was an issue with the billing frequencies for the two meters. This meant that unless manually billed the account would not invoice. • Following the billing being aligned, this meant that the account was not able to bill on a predetermined date regardless of both meters being read. Once the billing frequencies had been aligned, both meters could be invoiced at the same time regardless of both meters being read. If an estimated invoice is received it is advised that customers should check the reading themselves to ensure that the invoice received is in line with the reads from the meter. • It has provided the customer with five gestures of goodwill totalling £100.00; £20.00 at stage 1 for failing to provide an invoice, £20.00 at Stage 1 for providing incorrect information, £20.00 at stage 2 for the service received, £20.00 at stage 3 for not issuing a response to the email of 8 June 2020, and £20.00 at stage 3 but it does not know what this was for. • It disputes liability to pay any further compensation.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

- Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
- 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.

Customer: The Customer

How was this decision reached?

1. The customer states that the company's response shows a lack of understanding about some of the issues he raised in his complaint and, at times, it makes no sense. The customer also says that, to a large extent, the response confirms his version of events, shows considerable service failings, and demonstrates that the company has known about the need to read both meters on the same day since at least 9 July 2019 (although he believes that the company was aware of this issue from 2018) and yet nothing was done about it until 6 November 2020.
2. I have reviewed the evidence and I agree with the customer's comments in this regard. The company's response shows that it was aware of the cause of the erratic and inaccurate billing, most likely since August 2018, yet no action was taken to read both meters on the same day until November 2020. It also confirms that the action promised as a result of the Stage 3 complaint was not carried out when the August 2020 bill was produced, there have been numerous service failings, some of which the company seems unable to explain, and the customer was forced to make a huge effort, both in terms of time and energy, to get the company to take the action required.
3. In view of this, I find that the company has failed to provide its service to the standard reasonably expected by the average customer and, although both meters were read on 6 November 2020 and the customer received a bill based on those readings, in view of the failings shown in evidence, I find it necessary to direct the company to make reasonable endeavours to continue to read both meters, or estimate both meters, on the same day going forward and provide the customer with regular bills.
4. The customer has asked for an apology and, in view of the two year delay and the poor standard of customer service the customer received during that time, and the fact that the company has not apologised for the full extent of its failings, I find

that the company should apologise to the customer. Therefore, I direct the company to provide the customer with a formal written apology.

5. The customer also claims compensation for the stress and inconvenience he has suffered. The customer states that he felt the company did not take his complaint seriously and, having considered the evidence, I understand why he may have felt this way; the evidence shows that despite a great effort to get the company to understand his complaint and take action, it took over two years to achieve his aim. In light of this, I find the customer's claim for compensation justified. I recognise that the company has made GSS payments, but these are for specific service failings and do not compensate the customer for the distress and inconvenience he has suffered in the course of making the complaint.

6. To help me decide how much compensation the customer should be paid, I looked at the WATRS Guide to Compensation for Distress and Inconvenience and found that the customer's claim fits into the top of the 'Tier 2' category on the award scale. Therefore, I direct the company to pay the customer £500.00. This is in addition to sums already paid.

Outcome

1. I direct the company to make reasonable endeavours to continue to read both meters on the same day, or estimate both meters on the same day, and produce regular invoices. I also direct the company to pay the customer £500.00 in compensation for distress and inconvenience and send the customer a formal written apology.

What happens next?

This adjudication decision is final and cannot be appealed or amended.

The customer must reply within 20 working days to accept or reject this final decision.

- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date in which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

Kate Wilks
Adjudicator