

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X258

Date of Decision: 14/03/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer, who represents a small business, complains that the company has raised bills that were not due after the customer had requested that the water supply should be disconnected. She says that she has tried to resolve this issue by calling and emailing the company on multiple occasions and has received poor replies and service. She complains that the company only repeated the Central Marketing Operations System (CMOS) records which show two supplies at this property and argues that only one has been disconnected. The company will not deviate from this position even though it is incorrect.

Response

The company says that it now does not want to challenge this claim. The company explains that the wholesaler has changed its stance and so the company has re-billed the account, which now shows a small credit. The company has also apologised and offered a £300.00 goodwill payment to the customer's business for the distress and inconvenience caused to her personally. The customer has accepted this and was asked to contact WATRS to explain that this matter has settled.

Findings

The customer did not contact the company to show that the matter had settled, but was, rather, concerned as to the correct protocol. The dispute has not, therefore, been withdrawn. It is consequently necessary for me to reach a determination as to the matters alleged, but, as there was an agreement between the parties, I can take this into account in reaching my conclusion. On balance, I find that the company did not supply its services to the standard that would reasonably be expected. It is fair and reasonable to direct the outcome that was agreed between the parties.

Outcome

The company shall continue to abide by the re-billing referred to in its submissions to this Scheme such that the customer's account is £164.42 in credit. The company shall pay this sum to the customer and shall additionally pay £300.00 either by cash or by cheque to the business that the customer represents.

The customer must reply by 12/04/2021 to accept or reject this decision.

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Date of Decision: 14/03/2021

Case Outline

The customer's complaint is that:

1. • The customer is representing her employer, which has a water account with X Company under reference (REDACTED). • The customer has provided a final read for a disconnected meter (REDACTED) (disconnected on 24 March 2020) but did not receive a final bill although the company says that this was sent out. The company placed the account in collections. • The company alleges that the customer's property has two water meters but the customer is clear that there is only one. Invoice number (REDACTED) relates to a meter that is not the responsibility of the customer. • The customer has received a large bill for £4,219.32 in September 2020 and more recently has received a further bill in the region of £7,000.00 and the company has placed the account in the hands of debt collectors. • The customer says that she has tried to resolve this issue by calling and emailing the company on multiple occasions and has received poor replies and service. She complains that the company only repeats the Central Marketing Operations System (CMOS) records (industry) which show two supplies at this property and it will not deviate from this position even though it is incorrect. • The customer asks for:
 - o A correct bill showing the correct meters for the property with correct readings and a gesture of goodwill for the time and trouble caused; and
 - o Clarity as to the meters at the property.

The company's response is that:

1. • The company had argued that the final reading provided by the customer was not from the correct meter. The company attempted to correct this with the wholesaler which at first rejected this request on the basis that the final reading was provided by the customer on the signed disconnection form on bi-lateral reference (REDACTED). The wholesaler said it would not be amending the final reading on the meter that was permanently disconnected. • However, in its response to the customer's application, the company has confirmed that it is no longer contesting the case. The company apologises for the service received from the company during this process and for the stress and inconvenience this has been caused to the customer personally. • The company says that the wholesaler has now confirmed that it will remove the final read on CMOS and will replace the read with an estimated meter reading. Because this has now been completed, the company has been able to rebill the account which is now £164.42 in credit. • The

company offered £300.00 in full and final settlement, which the customer was happy to accept and agreed that the company should confirm this in writing. • The company asked the customer to contact WATRS directly to advise that the customer had accepted the offer.

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.

I have also considered the submissions made by the customer in response to my Preliminary Decision. The company did not submit comments.

How was this decision reached?

1. Although in this case the company has explained that it has made an open offer to the customer to resolve the case, the agreement between the parties has not been implemented. The customer has commented on the statement of position put forward by the company as follows:

I have been requested By X Company Representative to contact WATRS and agree to their offer of the balance being paid to the account of X Developments and in addition to this to agree to the sum of £300 being paid as a goodwill gesture due to the distress caused by X Company in their negligence to adhere to their protocol for dealing with my complaint. To bring an end to this matter I have accepted this during a phone call. The amount was agreed to be paid into the bank account to X Developments but since the call X Company Representative has backtracked on this and said that the company will send a cheque despite me offering twice to give account details. My understanding was that WATRS would contact me directly but X Company Representative is adamant that I must contact WATRS directly

and agree. I do not believe this is the correct protocol once again as it was stated to me in my email from WATRS that they would contact me directly on this case.

2. Consequently, I am not able to treat the customer's application as settled in line with Section 5.2 of the WATRS Scheme Rules. I find that I must decide the issues raised, although I also bear in mind that the offer made by the company is not expressed to be withdrawn and the company has said that it does not intend to defend the claim. I therefore find that the company, in making its offer to the customer, has recognised that the position previously adopted should be treated as incorrect.

3. I find that the company's acknowledgement is consistent with the documentation. The documents submitted, particularly by the Consumer Council for Water (CCWater), show that the customer asked for disconnection from the company's services in January 2020, but the disconnection was not made effective until after 24 March 2020 due to the need for the wholesaler to make changes to CMOS. A bill for £4,000.00 was then raised on 9 April 2020. CCWater has reported that the customer made frequent calls to the company and chased for information during this period and the company has not denied this.

4. From an early stage, confusion was expressed about the number of connections and meters at the site. The wholesaler appears to have said at one point that it would install three meters on the site, but when asked why, the company said that the customer had not explained how many meters there were. It seems, however, to have been the customer's case that there was only one meter.

5. This was contrary to the CMOS registration which showed two meters, but although the company says that it has challenged the wholesaler throughout, a site visit to carry out an inspection did not happen until 18 November 2020. Thereafter, the company said that the wholesaler's explanation was that the customer had put forward a reading from the meter that was not disconnected, and this had led to a high bill which would not be changed. A further bill of approximately £7000.00 was then raised in December 2020, even though the customer continued to say that the only meter had been disconnected.

6. This was a confusing picture that has not been fully resolved because the company has not put forward a detailed explanation as to what happened. However, it would appear from the company's assertion that it will no longer challenge the customer's claim and will make a goodwill payment of £300.00, that it acknowledges that it no longer has a liability to make a payment to the wholesaler in relation to the disputed bills and it acknowledges that things have gone awry so far as the customer is concerned.

7. I find that an average customer would reasonably expect that a water retailer (which I find has, since the opening of the retail water market in April 2017, had a liaison function between a customer and a wholesaler) would ensure that clarity as to the customer's liability to pay could be provided and would do so at the earlier opportunity. The company has not, I find, done this, and in this way, the customer was exposed to approximately one year of uncertainty and inconvenience. I find that the company's services fell short of reasonable expectations.

8. Additionally, I find that once the wholesaler had withdrawn its objection, the company was no longer entitled to maintain the previous billing. If it had done so, I find that the company would not have been supplying its services to the correct standard. The company has, however, rebilled the customer's account, leaving it in credit. Although the customer has pointed out in her response to the Preliminary Decision that she has received two further "invoices", I see that she has received an invoice dated 4 March 2021 in the sum of £355.22 and a payment by cheque in the same amount issued also on 4 March 2021. Why this has happened is unclear, but I find that it does not change the outcome that was previously expressed in my Preliminary Decision. I find that the company would reasonably be expected to confer on the customer the credit balance arrived at on rebilling. The company has explained that the amount in question is £164.42.

9. Additionally, the company has recognised that in its dealings with this issue, it has caused the customer considerable anxiety and distress during the period that it did not acknowledge the legitimacy of the customer's claim. I find that in doing so, the company failed to meet the service standards that would reasonably be expected.

10. As I have found above that the company did not supply its services to the expected standard, I further find that the customer has shown that she is entitled to redress.

11. I am mindful that the company and the customer have agreed that the bills in question should be waived and the account is now in £164.42 credit. As the parties have also agreed a £300.00 payment to the customer, there is no reason for me to reach a different conclusion. I find that an average customer would reasonably expect the company to honour the agreement made.

12. For the avoidance of doubt, I find that it makes no difference whether the payment to the customer is made by cheque or by bank transfer. I find that the company is entitled to choose the method of payment that it prefers.

13. Taking the above into account, I find that the company shall continue to abide by the re-billing referred to in its submissions to this Scheme and shall pay £300.00

by cash or cheque to the business that the customer represents.

Outcome

1. The company shall continue to abide by the re-billing referred to in its submissions to this Scheme such that the customer's account is £164.42 in credit. The company shall pay this sum to the customer and shall additionally pay £300.00 either by cash or by cheque to the business that the customer represents.

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.

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.

- 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.

Claire Andrews
Adjudicator