

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX18

Date of Decision: 04/02/2021

Complaint

The customer, who says that he suffers from (redacted), complains that following on from a failure by the company to name the customer as the primary account holder, there have been very many failures in customer service as explained in more detail below. The customer says he missed out on an internship because he could not prove his address. He asks for an apology and compensation (amount not stated).

Response

The company says that it has paid substantial sums of compensation to the customer and that no further payments should be made.

Findings

The company has, throughout 2020, failed to supply its services to the expected standard, which the company acknowledges. The company has provided £300.00 in compensation for these errors, which is very close to the amount of the customer's annual bill. There is no evidence that the customer's (redacted) prevented him from making complaints or dealing with the company or that the water bill would be used for the purpose of obtaining an internship. I find that an average customer would not consider that further payment is needed to compensate the customer. The company has not apologised in writing for its failures throughout 2020 and I find that it is fair and reasonable to direct that such an apology should be made.

Outcome

The company shall write a letter of apology to the customer in respect of the failures referred to below to supply its services to the appropriate standard in 2020.

The customer must reply by 04/03/2021 to accept or reject this decision.

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Party Details

Company: X Company

Case Outline

The customer's complaint is that:

1. • The customer complains about lack of resolution of a complaint. • There are two parts to the customer's complaint. • The first relates to a billing issue and a request for a change of name to the account, which the company failed to action properly. o The customer says that the company was contacted in February 2020 and asked to add the customer's name as the primary account holder. This would enable use of an online billing water account. o Despite being told by the advisor that this was done at that time of the conversation, the customer discovered eight weeks later during April 2020 that it was not. The customer was denied access to his online account. o Having submitted a Subject Access Request, and reviewing the calls the customer had with the company's agents, the customer has discovered that the company fixed it later by closing the 'old' account and setting up a new one. The customer is annoyed and frustrated that the company failed to do this on the first time of asking. • The second concerns subsequent customer service delays. o The customer made a Subject Access Request. o The company failed to respond to the Subject Access Request within the 30-day statutory timeframe. o The company has not responded to written complaints. o Emails to an address published by the company were returned as undeliverable. • The customer feels frustrated with the progress of the complaint journey and wishes it to be dealt with by WATRS. • The customer also says that the significance of the company's delays had a negative impact on an application for a new job. The customer said: "... (redacted)" • The customer has (redacted) and the length of time for the resolution of the complaint has caused additional distress. Even though the company consented to compensation, the customer found that the money has not been sent promptly, and he would only receive a compensation for the delay of the payment rather than the agreed compensation, which would require a new lengthy

investigation from the Consumer Council for Water (CCWater), leading to further anxiety. • The customer says that the company still has not refunded/paid all of the sums. • CCWater says that the sum outstanding in December 2020 was probably a £10.00 balance of a previous Customer Guarantee Scheme payment of £60.00 • The customer asks for an apology and an unspecified amount of compensation.

The company's response is that:

1. • The full response to the complaint is in the reply to CCWater dated 29 July 2020.
 - In summary, the company agrees it was in error and has caused inconvenience and distress. • The company has apologised for poor customer service and says that compensation has been paid and that no further compensation is due. • The company says that until it received the customer's WATRS application, the company was unaware that the customer also wanted to have his Customer Guarantee Scheme (CGS) payments refunded to him as well as an earlier payment of £220.00 that the company had provided. The company says that it has now arranged for £50.00 in CGS, plus £10.00 (as it originally quoted £60.00 in CGS was due), plus a further £20.00 to acknowledge the delay in refunding, has been refunded. The customer should therefore have received a further refund of £80.00 into his bank account. • There are, however, balances due to the company and the company warns that the monthly payments made by the customer under his payment plan are likely to increase in 2021.

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 also record that since the issue of my Preliminary Decision, the company has noted the outcome and no further comments have been made by the customer.

Customer: The Customer

How was this decision reached?

1. 1. I find that this is primarily a complaint about customer service. The company has acknowledged errors. The company has also made a settlement offer to the customer and made payments into the customer's bank account but the customer has indicated that he would rather leave the decision on appropriateness of compensation to WATRS. The customer has also asked for an apology.
2. The documentation provided by the parties and CCW shows that the main events were as follows:
 - 22 January 2019 – The company received an email stating that the customer and two others had moved into the relevant property from 15 January 2019. An account was set up and the customer was listed as an additional account holder. The customer asked to be the main account holder.
 - 18 February 2020 – An annual bill for the period 1 April 2020 to 31 March 2021 was sent to the customer's household. A copy (with the other occupiers' names redacted) can be found below. The customer is listed as an additional account holder on the right-hand side of the bill.
 - 21 February 2020 – The customer asked the company by telephone to transfer the account into his name as the main account holder. The company agrees that the agent who took this call then carried out the wrong action. The company says that the correct action would have been to close the existing account and open a new one in the customer's name with effect from the date requested for the change. As this did not happen, the customer's name was transferred to show him as the primary account holder on the existing account (which the company has proved by providing me with a copy of a screenshot). Because, as the annual bill had already been issued and as there was a payment plan in place that would continue, the change was not confirmed in writing. No documentation evidencing the change would be thus be issued until February 2021.
 - 28 April 2020 – The company received a call from the customer who asked why his previous request had not been actioned. The correct process was then followed by the agent who took this call. A new account was set up with effect from 21 February 2020 with the customer as the main account holder. The customer was issued with a new account number.
 - 5 May 2020 – The company received a call from the customer who wanted to make a complaint. Later the same day, the company received an email from the customer. This email was not correctly logged in the company's systems.
 - 6 May 2020 – The customer called the company to ask for a monthly payment plan on his new account. The agent who took the call was unable to complete this and referred the request to another team to complete the process. On the same day, the company gave an inaccurate email address to the customer for use to

make his complaint.

- 19 May 2020 – The customer's request for a monthly payment plan had not been completed by this date. The company therefore collected the full annual charges by way of direct debit from the customer's bank account. Later that day, the customer called the company about what had happened.
- 20 May 2020 – The company then initiated a refund of £322.04 and a monthly payment plan was set up.
- 8 June 2020 – The customer emailed the company. This email was also logged in late.
- 12 June 2020 – The company logged the customer's email of 5 May 2020. The company states that due to an error, it had been "left untouched" since receipt.
- 17 June 2020 – An Acknowledgement Coordinator from the company's Executive Office called the customer to discuss the emails of 5 May and 8 June 2020.
- 24 June 2020 – The company received an email from the customer which it logged as a complaint. The company also emailed the customer in relation to its conversation on 17 June 2020 and provided a copy of the call he had requested from 28 April 2020.
- 10 July 2020 – The company received a referral of the customer's complaint from CCW. The customer complained that he had lost the opportunity to take a placement because the company had failed to confirm that he was the primary account holder and therefore he could not prove his address for a DBS check.
- 27 July 2020 – The company responded to CCW's referral of the customer's complaint. A goodwill gesture of £200.00 was applied to his account. CCW understood this to be in addition to the sum of £60.00 in CGS payments which the company also informed the customer would be due. The company has submitted a screenshot which I find evidences this.
- 17 August 2020 – The customer expressed concern that he had not received the promised repayment. The company explained that this had been deducted from the sum of £322.04 showing as due for the annual charge. CCW agreed to explain this to the customer. On the same day, CCW advised that the customer wanted the £200.00 gesture of goodwill to be refunded to him, rather than applied as a credit to his account. The company agreed to this, but it meant that there would be an outstanding bill. The company explains that payment did not happen immediately as the company did not activate this internally.
- 2 September 2020 – CCW forwarded an email from the customer in which he asked for further compensation for the company's delay in refunding his £200.00 gesture of goodwill.
- 7 September 2020 – The company said that the payment of £200.00 would take a further 5 to 6 days. It applied a further gesture of £20.00 to the customer's account to apologise for the delay in refunding the original goodwill gesture of £200.00. A refund was initiated on the same day totalling £220.00. The company explains that

due to the way its computer system works, credit amounts have to be refunded individually. Therefore, the £20.00 refund was paid first as it required no manual management approval and the £200.00 refund followed a few days later, once it had been manually approved. The company has submitted screen shots to show this and the customer also confirms that this was received on 15 September 2020. He expressed exasperation about this further delay via CCW.

- 24 September 2020 – X Company 2 forwarded an email they had received from the customer. The company says that as the customer had already exhausted its regulated complaints process and the company had provided its final response to CCW, the company did not respond to this email.
- During October 2020, the customer communicated extensively with CCW and he placed a freedom of information request. In due course, he also expressed exasperation that he had also not received the response to this within the 30 days that he had been promised.
- 17 November 2020 – The company received an email from CCW, asking if the customer's CGS payments had been credited to the customer's account.
- 21 December 2020 – The company received the customer's WATRS application. As the company could see why the customer was unhappy with his treatment, the company tried to settle the dispute by offering a further £80.00 payment. Later the customer said that he would rather allow the matter to be adjudicated upon independently. The customer also said that he had contacted X Company 2 and was unhappy that the company had not replied to him. In its response to the customer's application to WATRS, the company explains that the sum of £80.00 has now been paid into the customer's bank account.

3. I find that the history of the customer's complaint shows that there have been many failures and mistakes over approximately 11 months, many of which the company has acknowledged. I find that an average customer would consider that the company did not supply its services to the customer over this period to the standard that would reasonably be expected.

4. Compensatory payments, including CGS payments, have been paid however. These have been paid in relation to late responses to correspondence, failing to make the customer the primary account holder on two occasions, supplying the customer with the wrong email address, not setting the payment plan, taking the full annual payment from his account, and making a late refund. There are also certain other instances of lack of courtesy for which other payments have not been specifically allocated, such as failing to recognise that the payment of £200.00 would reasonably be understood as additional to, rather than inclusive of, CGS payments, failing to respond quickly to the customer's freedom of information request (an issue which I find to fall outside the scope of this Scheme because it falls within the remit of the Information Commissioner's Office) and failing to

acknowledge to the customer that the company had received correspondence from X Company 2. These might reasonably have been seen as additional causes of irritation to the customer, but I also note that the company has made a further payment of £20.00 to the customer to bring the total payment to £300.00.

5. The customer has submitted information, first, that he suffers from (redacted) and, secondly, that he has been prevented from obtaining a placement or internship as a consequence of the company's errors. I have considered whether these are matters that should increase the level of compensation provided. On balance, I find that they should not. In respect of (redacted), I find first that there is no evidence that the company was aware that the customer suffered from this disability at the time of the changes to the customer's account. Secondly there is no evidence that this condition has made it more difficult for the customer to take up his concerns with the company, particularly as he has been extensively assisted by CCW. As for the customer's inability to obtain an internship, the customer has not submitted supporting evidence that the lack of a water bill was the reason why he did not obtain the placement. I find, furthermore, that there is no evidence that the company was aware that the customer was seeking to rely upon its water bill in order to prove his address or that this could not have been proved by the customer in some other way.

6. I note that the sum of £300.00 almost eliminates the cost of the customer's bill for one year. For the reasons given above in respect of the internship, the customer has not shown that he has suffered a financial loss. The customer has shown, however, that he has suffered distress and inconvenience. I find that compensation of £300.00 is within a range of level of compensation that might reasonably be expected for service failures of the type and duration experienced by the customer. On balance, I do not find that the customer has shown that the level of severity of the company's errors, seen overall, should result in a further payment of compensation. I therefore do not direct a further payment to the customer.

7. I do note, however, that the company did not in its response offer an apology to the customer for the entirety of the failures that have characterised the relationship between the company and the customer over 2020, although it has made an apology for some aspects of the company's mistakes. I find that it is fair and reasonable to direct that the company shall write a letter of apology to the customer about this.

Outcome

1. The company shall write a letter of apology to the customer in respect of the

failures referred to above to supply its services to the appropriate standard in 2020.

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.

Claire Andrews
Adjudicator