

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-XX47

**Date of Decision:** 26/02/2021

#### Party Details

**Customer:** Customer

**Company:** XWater

#### Complaint

The customer's claim is that the company has overcharged him since August 2012 because it did not advise him sooner of its WaterSure scheme. Furthermore, once his issues were raised, the company provided poor customer service. The customer is seeking the company to refund £2,615.00 for his additional water charges and the inconvenience and distress caused.

#### Response

The company says its WaterSure scheme and its qualification criteria were set and agreed by OFWAT and the Water Industry (Charges)(Vulnerable Groups) Regulations 1999. This legislation prevents the company from backdating further than the last bill. The company was not made aware before April 2020 of the customer's need for constant water use. Had the company been made aware before April 2020, it would have informed the customer about its WaterSure and other available schemes sooner. The company has not made any further offers of settlement.

#### Findings

I find the customer has not proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its charges or providing and backdating its WaterSure scheme. Furthermore, I am satisfied that there have been no failings concerning customer service for which the customer has not already been adequately compensated.

#### Outcome

The company does not need to take any further action.

The customer must reply by 26/03/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

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## Case Outline

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

- The company has overcharged him since August 2012 because it did not advise him sooner of its WaterSure scheme. • Furthermore, once his issues were raised, the company provided poor customer service. • The customer is seeking the company to refund £2,615.00 for his additional water charges and the inconvenience and distress incurred.

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

- Its WaterSure scheme and its qualification criteria were set and agreed by OFWAT and the Water Industry (Charges)(Vulnerable Groups) Regulations 1999. This legislation prevents the company from backdating further than the last bill. • The company was not made aware before April 2020 of the customer's need for constant water use. • Had the company been made aware before April 2020, it would have informed the customer about its WaterSure and other available schemes sooner.

## 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.

## How was this decision reached?

1. 1. The dispute centres on whether the company has overcharged the customer by not informing him of its WaterSure sooner.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
4. Under Sections 142 and 143 of the Water Industry Act 1991, the company is permitted to charge for the water and wastewater services it provides and to make a Charges Scheme which essentially fixes charges to be paid for services provided. However, as made clear at WATRS Rule 3.5, "any matters over which OFWAT has powers to determine an outcome" cannot be considered by WATRS. The question of whether a company has adhered to Sections 142 or 143 of the Water Industry Act 1991 is a matter for OFWAT to determine, and therefore I will make no findings on this matter in this decision.
5. From the evidence put forward by the customer and the company, I understand that in April 2020, the customer contacted the company to advise that he had vulnerable parents living at his property. The company responded by explaining how his charges could be reduced and information concerning its WaterSure scheme.
6. Between 8 April 2020 and 4 January 2021, various discussions took place between the parties, which included the customer submitting a WaterSure application. Within this period the company backdated the WaterSure tariff to 11 December 2019, the date of the customer's last actual reading. It also explained to the customer that it could not backdate it further due to its obligations to OFWAT and under Water Industry (Charges)(Vulnerable Groups) Regulations 1999.
7. I understand the customer was unhappy with the company's position and in January 2021 commenced the WATRS adjudication process.
8. Regarding the customer's view that the company has overcharged him since August 2012 by not informing him of its WaterSure sooner, as above, under Sections 142 and 143 of the Water Industry Act 1991, the company is permitted to charge for water and wastewater services provided and make a Charges Scheme which essentially fixes charges to be paid for services provided. The company's charges are reviewed and approved each year by OFWAT and fall outside the WATRS scheme's scope.

9. However, the evidence shows that the company advertised its WaterSure scheme on its bills from 2012 to 2017, and from 2018 it asked customers to contact the company if they are experiencing difficulty paying their bills. Furthermore, once the company was notified in April 2020 of the customer's need for constant water use, it quickly notified the customer of its WaterSure scheme. Accordingly, I find that the company has not failed to provide its services to the customer to the standard to be reasonably expected by the average person regarding its charges or providing information on its WaterSure scheme.

10. Regarding the customer's comments that the company should backdate its WaterSure tariff to August 2013. As above, until April 2020, the company was unaware of the customer's circumstances. The evidence shows that the company's WaterSure scheme and its criteria for qualification were set and agreed by OFWAT and the Water Industry (Charges)(Vulnerable Groups) Regulations 1999. This legislation prevents the company from backdating further than the last bill. The evidence shows that the company backdated the WaterSure tariff to 11 December 2019, the date of the customer's last actual reading and I find that the company has not failed to provide its services to the customer in this respect. Accordingly, this aspect of the customer's claim fails.

11. The company has certain obligations regarding its customer services, and I find that the customer has been adversely affected by the late responses to his complaint. I am satisfied that the company accepts it provided poor service in this respect and I understand that the customer was paid GSS payments in respect of these failings. After careful review of all the correspondence provided in evidence, I am satisfied that the company's payments were fair and reasonable in the circumstances to cover the company's failings in this regard and any distress or inconvenience to the customer.

12. In light of the above, I find that the evidence does not show that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its charges or providing and backdating its WaterSure scheme. Furthermore, I am satisfied that there have been no failings concerning customer service, for which the customer has not already been adequately compensated.

## Outcome

1. The company does not need to take any further action.

## 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.

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**Mark Ledger**  
**Adjudicator**