

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X220

**Date of Decision:** 31/03/2021

#### Party Details

**Customer:**

**Company:**

#### Complaint

The customer says that she received a large back-bill from the company caused by the company's failure to read the meter, followed by poor customer service. The customer requests an apology, that the bill be adjusted to reflect previous bills, and that the company pay compensation of £600.00.

#### Response

The company acknowledges that there were errors in its billing of the customer, but says that these have now been resolved. It acknowledges that there were customer service failings.

The company apologises to the customer for the customer service failings experienced, and agrees to pay the customer additional compensation of £600.00.

#### Findings

The company failed to provide its services to the customer to the standard to be reasonably expected by the average person with respect to its billing of the customer and the customer service provided.

#### Outcome

The company needs to take the following further actions: it must contact the customer, or any representative appointed by the customer for this purpose, to explain the calculation of the customer's current bill and answer any questions the customer may have about the bill; must provide the customer with a 24 month payment plan for the remaining back-bill; and must pay the customer compensation of £600.00.

The customer must reply by 28/04/2021 to accept or reject this decision.



# ADJUDICATOR'S FINAL DECISION SUMMARY

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**Date of Decision:** 31/03/2021

## Case Outline

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

1. The customer's complaint is that: • The customer's representative was contacted by the company on 16 September 2020 and told that the customer's account was in arrears by £76,228.84. • The previous year the customer had received a refund of £3,675.64. • Since that refund a payment of £6,593.78 had been made by the customer in accordance with the direct debit set by the company. • The company has failed to adhere to its complaint procedure. • The customer requests an apology, that the bill be adjusted to reflect previous bills, and that the company pay compensation of £600.00. The customer's comments on the company's response are that: • The customer's representative did not contact the company to query invoices she had received, she was contacted by the company's collections department. • The company failed to follow its complaint procedure. • The company's representative did not receive a SAR relating to a second phone call. • The customer requests an independent review of the company's accounting due to the number of errors that have occurred; that the company check the customer's water consumption for the past 6 months and confirm the direct debit is sufficient to cover the customer's water usage; that in future the company amend the direct debit mid-year; and that the company take actual meter readings twice yearly. • The customer requests that any remaining debt be paid off over a period of 24 months.

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

1. The company's response is that: • On 24 April 2020, the company received a meter read from the wholesaler referring to a different meter than the one on the customer's account. The company requested further information. • On 1 May 2020, the company was told by the wholesaler that the customer's meter had been exchanged on 3 June 2015. • The customer was rebilled in accordance with the new reading. • The customer's representative made contact on 16 September 2020 about the new bills. • The customer's representative requested a copy of this phone conversation and a SAR request form was provided. • The customer provided the SAR request form on 18 September 2020. • On 30 November 2020, the company confirmed to the customer that it had incorrectly been back-billed beyond 16 months, in breach of Ofwat's back-billing policy. • Charges exceeding 16 months were removed at this time. • The customer's representative was also provided a

copy of the transcript of the call with respect to which the SAR was submitted. • The customer completed the company's complaints process but remained unhappy. • The company apologises to the customer for the customer service failings experienced. • The company acknowledges that the correction applied to the customer's account in November 2020 was incorrect and confirms that a further correction has now been applied. • The SAR request received from the customer's representative on 18 September 2020 does not constitute a valid SAR request and the company confirms that it does not hold any personal data of the customer's representative. • The company is not obligated to disclose call recordings, although the customer's representative has been provided with a transcript of the call. • The company notes that it has already paid the customer some compensation, but agrees to pay additional compensation of £600.00.

### **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. The parties' dispute arises from a very large back-bill issued by the company after several years in which the customer's meter had not been read, with bills produced on the basis of an estimate.
2. While initially full payment of the new bill was requested, the company has since acknowledged that it is only permitted by Ofwat's back-billing policy to claim 16 months of charges.
3. The company has also acknowledged that it then made a further error in its calculation of the amount that it could legitimately claim from the customer,

requiring another substantial alteration to the customer's bill that has only now been made.

4. While the customer understandably has concerns about the accuracy of the latest bill it has received from the company, I do not find that it would be appropriate to require that this latest bill be audited by an independent third party, as requested by the customer. No evidence has been provided that directly brings into question the accuracy of the final bill now produced by the company.

5. Nonetheless, in recognition of the understandable concerns the customer has about the accuracy of this latest bill, I find that it would be appropriate to ensure that the customer has a means of being satisfied that the amounts now being claimed are indeed owed.

6. As a result, the company must contact the customer, or any representative appointed by the customer for this purpose, to explain the calculation of the customer's current bill and answer any questions the customer may have about the bill.

7. The customer has also requested that the company check the customer's water consumption for the past 6 months and confirm the direct debit is sufficient to cover the customer's water usage; that in future the company amend the direct debit mid-year; and that the company take actual meter readings twice yearly.

8. However, these requests all relate to decisions properly left to the discretion of the company in terms of how to run its business. The proper role of a WATRS adjudicator is not to direct the company in how to run its business, but to provide a remedy to the customer should the company fail to provide its services to the customer to the standard to be reasonably expected by the average person.

9. As a result, the customer's requested remedies will not be ordered.

10. The customer has also requested apologies for the customer service she has received and for the failure of the company to respond appropriately to a SAR.

11. In its Defence the company has apologised to the customer for the customer service provided and I accept that this apology is sufficient.

12. As a result, this element of the customer's claim has already been resolved.

13. The company argues in its Defence that it is not obligated to respond to the customer's SAR, as it does not genuinely qualify as a SAR and the company does not hold any personal data of the customer's representative.

14. In addressing this element of the customer's claim, the company's Defence

makes statements about personal data under the GDPR and the company's obligations with respect to recorded phone calls that indicate a serious misunderstanding of this area of the law. Nonetheless, Rule 3.4.1 of the Water Redress Scheme Rules acknowledges that part of an application should be rejected where "a customer should be referred to a more appropriate forum for the resolution of the dispute". I find that questions relating to the company's responsiveness to a SAR are appropriately addressed to the Information Commissioner's Office, rather than WATRS.

15. As a result, the company will not be ordered to apologise for failing to respond to the customer's SAR.

16. The customer also requests that the company pay compensation of £600.00 for inconvenience arising from the errors in its billing.

17. The company has agreed to pay this amount and I find that it is an appropriate level of compensation for the inconvenience caused.

18. As a result, the company must pay the customer compensation of £600.00.

19. The customer has also requested a 24 month payment plan for the remaining amounts owed, and I find that this request is reasonable. The primary cause of the substantial arrears that have accrued was the failure of the company to fulfill its obligation to bill the customer on the basis of an actual read once every two years, and the customer has satisfactorily established that the location of the water meter meant that it was not readily accessible for the customer to read.

20. As a result, the company must provide the customer with a 24 month payment plan for the remaining back-bill.

21. For the reasons given above, the company must contact the customer, or any representative appointed by the customer for this purpose, to explain the calculation of the customer's current bill and answer any questions the customer may have about the bill; must provide the customer with a 24 month payment plan for the remaining back-bill; and must pay the customer compensation of £600.00.

## **Outcome**

1. The company needs to take the following further actions: it must contact the customer, or any representative appointed by the customer for this purpose, to explain the calculation of the customer's current bill and answer any questions the customer may have about the bill; must provide the customer with a 24 month payment plan for the remaining back-bill; and must pay the customer compensation

of £600.00.

### **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.

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**Tony Cole**  
**Adjudicator**