

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X295

**Date of Decision:** 20/04/2021

#### Party Details

**Customer:**

**Company:**

**Customer's Representative:**

#### Complaint

The customer's daughter, moved in with the customer in March 2020 and she asked the company to review the amount her father was paying for water. As a result, the company accepted that it had based the customer's bills on readings from the wrong meter and it adjusted the customer's charges from 2016. However, the company assessed the backdated usage based on two people living at the property from 2016 but the customer had lived alone until March 2020. The company said that the bills were recalculated based on one person living at the property until 6 September 2020, but the refund provided does not reflect four years of overcharging. The customer wants the company to provide a full back-dated refund and explain how it has been calculated. The customer also requests a review of the customer service provided by the company during the complaints process.

#### Response

The company accepts that the customer's charges were based on the wrong meter until September 2020. To correct this mistake, the customer's bills have been recalculated using the average daily consumption of a single person up to September 2020. A credit of £118.53 and an explanation of how the credit was calculated has been provided to the customer and, in view of this, responsibility to reduce the customer's bills further is denied. The company conducted a full customer service review of the customer's account and the complaint process undertaken between itself and REDACTED as part of the Stage 1 referral from CCW. There have been no changes since this review was undertaken and a goodwill payment of £150.00 was accepted by REDACTED in full and final settlement. Therefore, further responsibility for

*necessary in order to enforce the decision.*  
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customer service failings is denied.

The company has not made an offer of settlement.

### Findings

The company has failed to provide a clear calculation of the refund provided to the customer and, therefore, I cannot conclude that it is correct. In view of this, I direct the company to provide the customer with information to clearly demonstrate how the refund was calculated and, in the event that the customer has been paid less than is owed, I direct the company to refund the difference. However, I find that the goodwill payment already made fairly compensates the customer for the customer service failings shown in evidence and I make no further direction in this regard.

### Outcome

I direct the company to provide the customer with information allowing for a direct comparison between the volume of water originally charged for and the cost of this water over the relevant period, and the recalculated volume of water charged for and the cost of this water for the relevant period. The information must clearly show the difference between the two figures so that the customer can compare it to the refund of £118.53 received. In the event that the refund of £118.53 is less than the difference between the two figures, I direct the company to provide the customer with a refund of the difference.

The customer must reply by 18/05/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X295

**Date of Decision:** 20/04/2021

## Case Outline

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

• The customer is represented by his daughter, REDACTED, who moved in with her father in March 2020 and is concerned about the cost of her father's water bill. • She wrote to the company in late September 2020 and queried whether the bills were based on the correct meter. The company sent a letter on the 30 September 2020 and said they had given a leakage allowance of £337.00. • She referred the complaint to CCW and, amongst other things, the company was asked to confirm that the bills were based on readings from the correct meter, and to conduct a review of the customer service provided to the customer. • In response, the company confirmed that it had been reading the wrong meter to calculate the customer's charges and said that it had corrected this mistake by adjusting the balance back to 2016 using actual reads. The company provided a refund of £118.53 and a £150.00 gesture of goodwill. • She accepted the gesture of goodwill but felt it was unfair that the company assessed the backdated usage to 2016 on two people living at the property because her father lived alone before she moved in with him. • CCW raised this as a stage 2 complaint and the company responded by saying that when the bills were recalculated on 12 October 2020, an email was sent explaining that the bills from 14 May 2016 to 6 September 2020 had been based on one person occupying the property. • The customer wants the company to provide a full back-dated refund plus interest, and an explanation of the calculations. The customer also requests a review of the customer service provided by the company.

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

• The customer's daughter and representative, REDACTED, first made contact in October 2019 and raised concerns over high consumption at her father's property. • Due to Covid-19 restrictions, there was a delay in arranging for an inspector to attend the property to carry out an investigation but, when an inspector attended in September 2020, it was discovered that two meters at the block of flats where the customer's property is located were transposed, so the customer had been billed on the wrong meter. • As soon as it became aware of this, the customer's bills were cancelled and recalculated. The re-billing was based on accurate readings from the correct meter and then, when REDACTED complained that these bills were still too high, they were recalculated based on the use of an average daily single person's consumption up to September 2020, which resulted in a credit of £118.53 being

applied to the customer's account. • In view of this, the correct refund has been provided and responsibility to reduce the customer's bills further is denied. • REDACTED has asked for an outline of how the refund was calculated. It has submitted Exhibit SWS-1 and Exhibit SWS-2 as part of its response to the customer's claim, which will further assist REDACTED and the customer in understanding how the refund was calculated. • REDACTED has asked for the customer service it provided to be reviewed. However, it conducted a full customer service review of the customer's account and the full complaint process undertaken between itself and REDACTED as part of the Stage 1 referral from CCW. There have been no changes since this review was undertaken and a goodwill payment of £150.00 was accepted by REDACTED in full and final settlement. • To summarise the findings of the review, it makes the following points. • Firstly, it accepts that the Covid-19 restrictions impacted the timescales of its response to the customer; however, this was an issue beyond its control. Despite this, it considered its response times in its goodwill payment to the customer. • Secondly, it was unaware that the mobile number held for the customer was not up to date until it was informed of this by REDACTED on 29 July 2020 and, due to this, it accepts that the customer would not have received the text message updates that were sent prior to this date. It relies on customers to provide updated personal data but, even so, the fact that the text messages had not been received by the customer was also considered within the goodwill gesture made to the customer. • Further, it did not receive a written complaint, either via Resolver or direct to its complaints mailbox, prior to CCW's Stage 1 referral. It notes that REDACTED identified a telephone call she made on 22 May 2020 as a complaint, however, it advised REDACTED within that call that it would be dealt with as an escalated verbal complaint until the Resolver email was received. • Finally, it accepts that a lock on the customer's account was not extended on one occasion and two text messages were sent asking for payment. It agrees this was not in line with its agreement with REDACTED, however, this was taken into account within the customer service review and the subsequent goodwill payment made. • As above, following the review, REDACTED accepted a goodwill gesture of £150.00 in full and final settlement of her complaint. Therefore, further liability for customer service failings is denied.

### 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. Having reviewed the evidence provided by the parties, in the circumstances shown in evidence, I find it reasonable that the company has applied the average daily usage of one person to the customer's account for the period up to 6 September 2020.
2. Having reviewed the account charges provided in evidence by the company, I find it likely that the refund paid to the customer represents the approximate difference between the amount the customer originally paid and the average daily usage for one customer for the period concerned. However, I cannot conclude on the balance of probabilities that the refund is accurate because the document entitled Exh SWS-2 does not clearly show the cost and volume charged to the customer when the wrong meter was being read, the cost and volume charged to the customer when the bills were recalculated using the average daily consumption for a single person, the difference between the two, or the unit price. Therefore, I find that the information provided to the customer fails to meet the expected standard.
3. In view of this, I direct the company to provide the customer with information allowing for a direct comparison between the volume of water originally charged for and the cost of this water for the relevant period, and the volume of water charged for and the cost of this water when the charges were recalculated based on the daily average consumption of one person for the relevant period. The information must clearly show the difference between the two figures so that the customer can compare it to the refund of £118.53 received. In the event that the refund of £118.53 is less than the difference between the two figures, I direct the company to provide the customer with a refund of the difference.
4. The company states that it conducted a review of the customer service provided as part of its response to CCW and, having reviewed the evidence, I accept this is the case. The company accepts that its customer service fell below the expected standard at times and it provided the customer with a goodwill payment of £150.00 to acknowledge these failings. On balance, I find that the amount paid adequately compensates the customer and REDACTED for the failings shown in the evidence. In view of this, while I understand that the customer and REDACTED will be

disappointed by my decision, I make no direction to the company in this regard.

### Outcome

1. I direct the company to provide the customer with information allowing for a direct comparison between the volume of water originally charged for and the cost of this water over the relevant period, and the recalculated volume of water charged for and the cost of this water for the relevant period. The information must clearly show the difference between the two figures so that the customer can compare it to the refund of £118.53 received. In the event that the refund of £118.53 is less than the difference between the two figures, I direct the company to provide the customer with a refund of the difference.

### 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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**Kate Wilks**  
**Adjudicator**