

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X372

**Date of Decision:** 11/05/2021

#### Party Details

**Customer:** The Customer

**Company:** X Company

#### Complaint

The first invoice the customer received from the company was for £1,800.00 and was based on an estimated reading. The customer told the company the estimate could not be correct, but it ignored him and increased the bill to £3,500.00. Debt collectors then started to call him, and the customer's mental health took a turn for the worse; the debt collectors did not stop contacting him even when he raised a formal complaint with the company. The company took five months to deal with the complaint, so the issue was on-going for two years from the date he received the first incorrect bill, and he has spent over thirty hours on the telephone trying to sort the problem out. The customer remains unhappy with the resolution offered by the company and he would like the company to reduce his bill and pay compensation.

#### Response

When the customer moved into the property, he did not make contact to say he was liable for the water services. The company investigated and identified the customer as the occupier but, as the customer did not take a meter read at the start of his occupation, it estimated a read and this triggered a large invoice. The process of taking an actual read was delayed by the pandemic and a problem accessing the meter. The meter was then exchanged, an actual read was taken, and the customer's account was amended to the satisfaction of the customer. A series of goodwill gestures were offered to the customer but he refused them all, even when he had asked for £350.00 and the company offered £380.00. The company has now withdrawn the offers previously made and suggests that a compensation payment of £20.00 would be appropriate. The customer also wants his bills reduced, but they are correct and payable.

The company has not made an offer of settlement.

## Findings

I do not find that the company failed to provide its service to the standard to be reasonably expected by the average customer by estimating the customer's first bill and being unable to take a meter reading until the meter was exchanged, and I am satisfied that the amended invoices are correct and payable. However, the company admits that it failed to put a hold on the customer's account when it should have done so and, as a consequence, the debt collection process was started. I find that this amounts to a failing on the company's behalf and, therefore, I direct the company to pay £150.00 in compensation to the customer.

## Outcome

I direct the company to pay the customer £150.00 in compensation.

The customer must reply by 09/06/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

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**Date of Decision:** 11/05/2021

## Case Outline

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

• He pays a service charge to his landlord and thought this included charges for water, so when his tenancy began he did not ask the company to set up an account in his name. • The first invoice he received from the company was estimated and was for £1,800.00 for eighteen months of water. He made several phone calls to the company to explain that his small warehouse with just one member of staff could not have used £1,800.00 of water, and he requested a new meter. • The company increased the estimated bill to £3,500.00 but ignored his phone calls to the customer service department requesting this to be investigated. Instead, the company instructed debt collectors who threatened him with court action and increased his fees. The debt collectors continued to call two to three times a day for weeks, even when he informed them that the bill was being disputed. In addition to the daily phone calls and letters, he started getting emails. • His mental health took a turn for the worse, so he continued to call the company but they continued to ignore him. By this time, he had spent at least thirty hours on the telephone to the company and the debt collectors trying to resolve the problem; however, the evidence presented by the company does not list all the calls. • He contacted the company online and raised a formal complaint. He was told the debt collectors would stop, however, they continued to telephone and send emails; it took a further two weeks for the debt collectors to stop contacting him. • The company opened his complaint and appointed a case worker at the start of October 2020, but it took approximately five months for the company to resolve his complaint, which meant that it took two years from the date he received the first incorrect bill. • He would like the company to reduce his bill and pay him compensation.

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

• The customer moved into the property on 8 January 2019 but did not make contact to say he was liable for the water services. Thirteen months later, its investigations identified the customer's business as being liable for the services at the property. • During the time it could not identify the occupier, it was unable to obtain meter reads because the meter lid was damaged, and the meter could not be accessed. As the customer had not made his occupancy known, it was unable to arrange any kind of meter investigation with the wholesaler. The wholesaler's process requires contact to be made with the owner or occupier of the property before attending a job and since no one had come forward as the owner or occupier, the wholesaler could not arrange for

remedial work to be carried out. • The customer did not take a meter read when his business moved to the property so, in-line with policy, it estimated one based on historic reads, and this triggered a large invoice. The customer made contact two months later to dispute the bill and advised that he could not provide a read as he did not know where the water meter was. • The process of confirming a meter read was started but, unfortunately, this overlapped with the Covid-19 pandemic restrictions so its meter readers were not permitted to visit properties. The restrictions were lifted at the beginning of August 2020, and its meter readers attended the property by the end of the month. • The meter readers made two attempts to remove the lid on the meter, but both were unsuccessful and, when it became apparent that the meter could not be accessed without the wholesaler's help, a request was raised for the meter to be exchanged. • The meter was exchanged in January 2021, due to a further delay because the wholesaler was unable to contact the customer and arrange an appointment. • Once the meter was exchanged, the estimated reads on the customer's account were amended and the customer expressed satisfaction with how the issue was resolved. • In line with its compensation policy and with OFWAT's guidelines, it can offer £20.00 for each instance where its service has not met the minimum standard that can be reasonably expected. However, it does not consider that being unable to read the meter due to the faulty lid, estimating the initial read, not being able to arrange appropriate investigations during government restrictions, or the delays caused by the wholesaler not being able to contact the customer amount to service failings. • However, it acknowledges that failing to place a hold on the customer's account to prevent the debt collection process while waiting for the government restrictions to lift was a service failing, and it offered £20.00 to acknowledge this, in line with its guidelines. • However, the customer was unhappy with this offer, so it agreed to offer an out of policy goodwill gesture of £100.00. The customer refused on the grounds that his time was worth more than the amount offered and he had been forced to initiate numerous contacts to get the matter resolved. • In order to reach a settlement and bring an end to the dispute, it agreed to increase the out of policy goodwill gesture to £180.00. This was applied to the customer's account as a final settlement offer, but once again he refused. • When CCW advised that the customer would be satisfied with a total of £350.00 in compensation in order to settle, it agreed to meet his demand. However, it actually offered a total of £380.00 in compensation, £30.00 above what the customer wanted. Despite this, the customer refused the offer due to the 'repeated contact' he had made during his complaint. • It disputes that the customer made 'repeated contact' during the dispute and has presented a timeline to demonstrate that the customer only made two telephone calls and sent five emails during the complaints process. Out of the five emails received, three were responses to contact it initiated in order to assist the customer; therefore, it does not accept that two unprompted calls and two emails amount to 'repeated contact'. • The customer's request for the bill to be reduced has no grounds; the revised invoices are correct and payable, and the customer has previously agreed this. • It believes it has done everything that it could

reasonably be expected to do in order to assist the customer and reach a settlement, but it now hopes that WATRS will award an appropriate gesture of goodwill in line with the service failing shown in evidence, which justifies compensation of £20.00.

### 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. Having reviewed the evidence provided by the parties, I find that the delay in the billing process was caused by the customer failing to inform the company that he had moved into the property (although I accept that the customer mistakenly thought his service charge to his landlord included a charge for water), the restrictions imposed by the government in response to the Covid-19 pandemic, and a fault with the meter cover.
2. Therefore, I cannot find that the company failed to provide its service to the standard reasonably expected by the average customer by estimating the customer's first bill and being unable to take a meter reading until the meter was exchanged. Also, I am satisfied that the amended invoices are correct and payable. In view of this, while I understand that my decision will disappoint the customer, I am unable to direct the company to reduce the customer's bills.
3. The evidence shows that the customer refused the settlement offers made by the company on the basis that he had to contact the company and the debt collection agencies on many occasions in order to resolve the complaint. The company disputes that the customer made repeated contact and, having reviewed the timeline presented in evidence, I accept that it does not show an unreasonable

level of telephone calls and email contacts between the parties. However, the company admits that it failed to put a hold on the customer's account when it should have done so and, as a consequence, the debt collection process was not stopped. In view of this, I find that the timeline does not provide an accurate reflection of how much time the customer spent on the telephone and dealing with other forms of communication in relation to this matter. The customer has also explained that this situation had a negative impact on his mental health.

4. The company has offered £20.00 for this service failing, in accordance with its guaranteed standards of service policy. While I agree that the offer is in line with the company's policy, I do not find that it acknowledges the impact the debt recovery process had on the customer and, on balance, I find that the company should compensate the customer further.

5. In order to assess the customer's claim for compensation, I looked at the WATRS Guide to Compensation for Distress and Inconvenience. Having considered all the circumstances of the case and the evidence provided, I find that the customer's claim fits into the lower end of the 'Tier 2' category on the award scale and, therefore, I direct the company to pay the customer £150.00.

6. I have considered the comments made by the customer in response to the preliminary decision. However, the issues raised have already been considered and, although I appreciate that my decision has disappointed the customer, it remains unchanged.

## Outcome

1. I direct the company to pay the customer £150.00 in compensation.

## 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**