

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X342

Date of Decision: 13/06/2021

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding negative markers placed on her credit history file. The customer says when she entered a joint account with her mother, she informed the company it was to be for one month only, but the company retained her on the account for several years, and when the account fell into arrears the markers were entered on her credit file. The customer says the markers have caused her stress and inconvenience. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to pay her £1,000.00 in compensation for distress.

Response

The company states that the customer did not inform it that the joint account was to be in existence for just one month. The company notes that all bills for several years were issued in joint names, and the customer called several times as the account holder to discuss issues on the account. Thus, she had many opportunities to remove her name from the account. The company also states that the negative credit markers were correctly raised. The company has not made any offer of settlement to the customer and does not agree to the customer's request to be paid compensation.

Findings

I am satisfied the company acted reasonably in its dealings with the customer. I find that the customer has not established on a balance of probabilities that the company's actions caused her stress and/or inconvenience. Overall, I find that the company has not failed to provide its services to a reasonable level nor has it failed to manage the

customer's account to the level to be reasonably expected by the average person.



The company does not need to take further action.

The customer must reply by 12/07/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• She has experienced an ongoing dispute with the company concerning problems with her credit history score because the company had wrongly retained her name on her mother's account between January 2013 and November 2020. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled. • In January 2013 she had to undertake a Disclosure and Barring Service [DBS] check. • On 07 January 2013 she contacted the company and requested to be added to the account the company held in the name of her mother. The customer says she informed the company that this arrangement should last for one month only. • She was not aware that the company did not remove her name from her mother's account after one month, and she did not realise that she remained an account holder responsible for payment of all charges. • The company was also wrong to retain her on the account because she was aged seventeen in 2013. • She understood in November 2020 that the company had entered negative markers on her credit history file because of non-payment of bills at her mother's address. The customer says she contacted the company to complain on 26 November 2020. • She acknowledges that on 07 December 2020 the company removed her from the account and removed the negative markers from her credit history file. • She was in contact with the company again on 27 January 2021, at which time she was informed that the company would not consider her request for compensation. • Believing the company had not properly addressed her concerns, on 06 January 2021 she escalated her complaint to CCWater who took up the complaint with the company on her behalf. The customer records that CCWater contacted the company and requested more detailed information from it and to review the customer service provided. • She acknowledges that CCWater were involved in much correspondence with the company. The customer informed CCWater that she remained unhappy with the company's response and on 18 February 2021 CCWater went again to the company seeking a detailed response to the customer's complaint. • The company provided a detailed response to CCWater on 25 February 2021 repeating its position that it did not believe any compensation was due to the customer. Consequently, on 09 March 2021, CCWater informed her that it believed the company has declined to change its position and will not agree to pay compensation for stress and inconvenience. CCWater confirmed that it could not take any further steps to alter the position of the company and would close her complaint file. • The customer says that despite the intervention of CCWater, the dispute is

ongoing, the company has not changed its position and CCWater are unable to obtain a resolution between the parties. The customer remains dissatisfied with the response of the company and has, on 09 March 2021, referred the matter to the WATRS Scheme where she requests that the company be directed to pay compensation for stress and inconvenience in the sum of £1,000.00.

The company's response is that:

- It provided its response to the claim on 07 May 2021.
- It acknowledges that it first received contact from the customer on 07 January 2013 when she requested that a joint account be opened in the names of herself and her mother.
- It confirms opening the account in joint names and sending the customer a leaflet about sharing details with credit rating agencies. It confirms advising the credit agency of late account payments as from April 2015.
- It refutes the customer's statement that she requested the joint account to be for only one month. It says it would not have agreed to do that if the customer had requested.
- Between 2013 and 2020 it sent all bills and correspondence in joint names of the account holders. It has no record of the customer contacting it to advise that she wanted her name removed from the account.
- Its records show that the customer on several occasions contacted it by telephone to discuss issues with the account. Again, it has no record of her stating a desire to be removed from the account.
- On 26 November 2020, the mother of the customer telephoned to advise that the customer's name should be removed from the account. The company states it immediately on the same day removed the customer's name from the account and deleted the negative markers from the credit history file.
- On 27 November 2020, the customer called to request compensation. The company confirms that it informed the customer it would not agree to compensation because she herself had originally requested to be included on a joint account.
- Regarding the customer's complaint that she should not have been included in a joint account because she was aged seventeen at the time, the company states that it is permitted to charge all and any persons over the age of sixteen residing in a property. Thus, it was permissible to put the customer onto a joint account.
- In summary, the company says it added and subsequently removed the customer from the joint account at her instruction. It transmitted information about the customer's payment history to credit agencies in accordance with its policy when the customer's account fell into arrears. It notes that as a gesture of goodwill it removed the negative credit entries from her file.
- It believes that compensation is not due to the customer.

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 dispute relates to the customer's dissatisfaction that the company declines to pay compensation for stress and inconvenience as a result of it placing negative markers on her credit history file.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. It seems to me that the parties agree that the customer contacted the company on 07 January 2013 and requested to open a joint account in the names of herself and her mother. I can see that the company agreed to this.
4. The customer says that she informed the company, when setting up the joint account, that the arrangement should be for one month only. The customer has not supplied any evidence to support her position. I also note that the company has denied opening a joint account in this manner saying that it does not open accounts simply to allow people to display proof of address.
5. The company has stated that after setting up the joint account it sent all bills in joint names and the customer never contacted it to request to be removed from the account. The company has submitted two bills, dated 14 February 2013 and 09 March 2013, showing the names of both the customer and her mother, and thus I am satisfied that it did bill in joint names.
6. The company has further stated that on several occasions the customer contacted it by telephone to discuss issues on the account. I can see from evidence submitted that the customer called at least on these occasions :-January 2013

March 2013

August 2014

June 2015

July 2015

7. I thus find that the customer had numerous opportunities to remove herself from the joint account because of the many written and verbal communications with the company. She did not appear to use those opportunities to do that.

8. I can see that the customer apparently became aware in November 2020 that she was still named on the joint account, and thus remained liable for payment of charges. It seems that on 26 November 2020 the mother of the customer contacted the company and advised it that the customer should be removed from the joint account. It also appears to me that upon receiving an explanation from the customer's mother that negative markers on the customer's credit file were preventing her from obtaining credit, the company as a gesture of goodwill, removed the markers from the file.

9. The parties agree that on the next day, 27 November 2020, the customer contacted the company and requested compensation for stress and inconvenience caused by the negative markers. The company declined to pay such compensation.

10. In her application to the WATRS Scheme the customer has requested that the company be directed to pay her £1,000.00 in compensation for stress and inconvenience.

11. Based on my above findings, I am not satisfied that the customer has established on a balance of probabilities that any error or omission on the part of the company has caused her stress and inconvenience.

12. I find that the customer had opportunities to remove herself from the joint account prior to November 2020, and I am satisfied that had she done so it would have limited the negative impact on her credit history file.

13. Overall, I find that the company has acted correctly in understanding that the customer was named in a joint account from 2013 to 2020, and in placing negative markers on her credit file when the account fell into arrears. I also take note of the goodwill gesture in removing the markers when requested.

14. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person.

Preliminary Decision

- The Preliminary Decision was issued to the parties on 28 May 2021.

- Neither party submitted comments on the Preliminary Decision.

Outcome

1. The company does not need to take 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.

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Peter Sansom
Adjudicator