

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X434

Date of Decision: 09/07/2021

Party Details

Customer:

Company:

Complaint

The customer claims the company has refused to apply a non-return to sewer allowance, despite the wholesaler informing the company that a non-return to sewer allowance had been awarded, which has led to an incorrect balance on her account. Once the customer raised these issues, the company then provided poor customer service, which has led to inconvenience and distress. The customer is seeking the company to apologise, deduct £400.00 from her outstanding balance and pay compensation for her loss of time, inconvenience, and distress.

Response

The company says that it has investigated the customer's complaint thoroughly, chased the wholesaler and tried to resolve it. However, the company cannot locate any allowance, and the wholesaler has confirmed that the customer is already charged the minimum for trade effluent discharge; therefore, there is no allowance to be granted. The Central Market Operating System confirms that trade effluent is not billed via a meter or by a calculated discharge volume; therefore, as the discharge is not measured, it cannot be confirmed what volume needs to be deducted from the charges. The company admits that there was some confusion when the customer first contacted the company and has made a goodwill gesture of £60.00 in recognition of these failures in its customer service. The company is of the view that no further sums are due. The company has not made any further offers of settlement.

Findings

I am satisfied that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the customer's non-return to sewer allowance. Furthermore, I am satisfied there have been no failings concerning customer service, which the

customer has not already been adequately compensated for.



The company needs to take no further action.

The customer must reply by 06/08/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• The company has refused to apply a non-return to sewer allowance, despite the wholesaler informing the company that a non-return to sewer allowance had been awarded, which has led to an incorrect balance on her account. • Once the customer raised these issues, the company then provided poor customer service, which has led to inconvenience and distress. • The customer is seeking the company to apologise, deduct £400.00 from her outstanding balance and pay compensation for her loss of time, inconvenience, and distress.

The company's response is that:

• It has investigated the customer's complaint thoroughly and chased the wholesaler, and tried to resolve it. • However, the company cannot locate any allowance, and the wholesaler has confirmed that the customer is already charged the minimum for trade effluent discharge; therefore, there is no allowance to be granted. • The Central Market Operating System confirms that trade effluent is not billed via a meter or by a calculated discharge volume; therefore, as the discharge is not measured, it cannot be confirmed what volume needs to be deducted from the charges. • The company admits that there was some confusion when the customer first contacted the company and has made a goodwill gesture of £60.00 in recognition of these failures in its customer service, and the company is of the view that no further sums are due.

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 centres on whether the company should apply a non–return to sewer allowance to the customer's account.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
3. Since April 2017, a non-household customer only has a relationship with the company, not the wholesaler. Therefore, if a non-household customer has an issue with their water supply or sewerage services, they have to approach the company, which is responsible for chasing the wholesaler and trying to resolve the matter. Accordingly, all parties must bear in mind that within this decision, I cannot find the company liable for something that only the wholesaler is accountable for.
4. From the evidence provided by both the customer and the company, I understand in early October 2019, the customer sold her brewery business. I understand the customer then contacted the company to inform it of the sale and close her three accounts relating to the business. The evidence shows that the customer was requested to provide a final meter reading as the company stated that it could not take a meter reading. The evidence shows that the customer had to call in a drainage engineer at the cost of £150.00 to remove water from the metering chamber to take a reading. I understand that at the same time, the company also provided the customer with a non-return to sewer allowance form, which was returned to the company on 7 October 2019.
5. On 31 October 2019, the customer contacted the company to query her charges as she believed she was incorrectly being charged as used water was not all returned to the sewer. The evidence shows that the company then contacted the wholesaler to query the non-return to sewer allowance.
6. On 6 January 2020, the customer once again contacted the company to chase for an update on her query. The evidence shows that the customer was informed that the Central Market Operating System confirmed that the customer's trade effluent account was charged the minimum amount, and therefore, no allowances were applicable.
7. Following this contact, the company called back the customer, confirming that account was closed on 4 October 2019 with a final balance of £926.24. However, if the wholesaler granted any allowance, then this balance

would be reduced. The company also placed the customer's account on hold whilst it further chaser the wholesaler regarding an allowance. However, the company advised that the customer's trade effluent account REDACTED needs to remain open, and it would look to close the account from 4 October 2019 once the allowance issue was resolved with the wholesaler.

8. Between 7 January 2020 and 24 April 2020, various correspondence took place between the parties resulting in the company's trade effluent department advising the company to not keep sending the customer non-return to sewer allowance forms, as if the customer's water was being used in production the company would need to complete a variation of trade effluent consent, not a non-return to sewer form. The evidence shows that the variation of trade effluent consent was completed by the company then sent to the wholesaler.

9. On 7 December 2020, the customer contacted the company to further challenge the waste charges as the wastewater goes back to a barrel and not the sewer. I understand that the company confirmed the previous trade effluent charges, and the customer was made aware that the previous variation of trade effluent consent request raised to the wholesaler was rejected as the customer was already on the minimum charge for trade effluent.

10. Between 7 December 2020 and 28 January 2021, various discussions took place between the parties, and the dispute was also progressed to CCWater to resolve; however, without success. The wholesaler maintained its position that the customer was on the minimum charge for trade effluent, and therefore the company was unable to offer the customer an allowance. However, the company provided the customer with credit for £60.00 in recognition of failing to advise the customer that a variation of trade effluent consent was required, not a non-return to sewer form. The customer remained unhappy with the outcome, and in May 2021, commenced the WATRS adjudication process.

11. Concerning the customer's comments that the company has refused to apply the non-return to sewer allowance, which has led to an incorrect balance on her account, the evidence shows that any allowance would have been confirmed in the Central Market Operating System by the wholesaler if it had been granted. On careful review of the evidence, I find no evidence to support the customer's assertion that the wholesaler had granted an allowance. The evidence shows that the Central Market Operating System confirmed that the customer's trade effluent account was charged the minimum amount, and no allowances applied.

12. As to whether the company sufficiently challenged the wholesaler on their decision not to grant an allowance or a variation of trade effluent consent, the company states within its response that it has challenged the wholesaler on various

occasions. However, the wholesaler has maintained its decision and confirmed that the customer is still ineligible for an allowance or a variation of trade effluent. While I sympathise with the customer's position, the evidence shows that the company sufficiently challenged the wholesaler on their decision not to grant an allowance and that the customer was already on the lowest charge.

13. I note that, as the customer left the property around August 2020, a completed trade effluent termination of consent form needs to be submitted for the company to close the customer's account. I understand that until this form is received and raised to the wholesaler, the customer is liable for any charges. Once the form has been submitted to the wholesaler, it is then at the wholesaler's discretion as to whether they will agree to backdate the charges.

14. On reviewing the various correspondence put forward in evidence, I find that the company has fulfilled its duty to the customer by challenging the wholesaler on its decision. Therefore, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning challenging the wholesaler on its decision or its refusal to apply non-return to sewer allowance or a variation of trade effluent consent to the customer's account.

15. I note the customer's comments regarding that the company would not take a final meter reading and advising her that she should take a final reading. The company has not made any comment on this aspect of the customer's claim; however, I believe it is reasonable for the company to request a final meter reading from the customer as the company meter reading teams are not always available to read customers meters, particularly if they are difficult to access. In this instance, the customer states that her meter was located under a drain cover and required a key to access it. No further information has been provided, so I find I cannot say with any certainty that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person by requesting the customer to take the reading. Accordingly, this aspect of the customer's claim fails.

16. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's defence documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why the customer was not eligible for a non-return to sewer allowance or a variation of trade effluent consent. This is shown by the correspondence put forward by the customer and company as evidence.

17. However, I note there were failings in customer service regarding contradictory information and failing to call back the customer, and the company's initial

misunderstanding of the non–return to sewer allowance. Considering the above, I find that the company failed to provide its customer service to the standard reasonably expected when dealing with the customer's complaint. The company has made goodwill credits of £60.00 to cover these failings, and I find that I am satisfied there have been no failings concerning customer service, which the customer has not already been adequately compensated for.

18. Considering the above, I find the evidence does not prove the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the non–return to sewer allowance or a variation of trade effluent consent, nor does the evidence prove the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings concerning customer service, for which the customer has not already been adequately compensated for.

Outcome

1. The company needs to take no 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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Mark Ledger

Adjudicator