

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X479

Date of Decision: 11/08/2021

#### Party Details

Customer:

Company:

#### Complaint

Since 2011, the customer has raised several queries and complaints about her bills with the company as she has been struggling with ill health, disability and unemployment. Despite this regular contact, the company failed to tell the customer about the Big Difference Scheme ("BDS"). As the company was fully aware of the customer's situation, it should have automatically offered her the most beneficial tariff to ensure she was not financially disadvantaged. The customer would like the company to backdate the BDS on her account and apologise for not making reasonable adjustments and failing to take her disabilities into account.

#### Response

The BDS is designed as a last option for customers who fall behind with their payments on a payment plan or an assisted scheme, and is only used as a last resort. The customer kept up-to-date with her payments so the company had no reason to believe her payment plan was not affordable until she made contact in June 2020 and applied for the BDS. The company would not automatically transfer a customer to the BDS, but provides information about help available to customers that struggle to pay. The company has taken account of the customer's ill health and disability by putting her on the Priority Register, the WaterSure tariff and now the BDS, and offering her support and goodwill gestures. Therefore, the company denies responsibility to backdate the BDS and provide an apology to the customer.

The company has not made an offer of settlement.

#### Findings

Rule 3.4.3 of the WATRS Scheme Rules prevents me from adjudicating

on whether the company has breached the Equality Act 2010, and the evidence does not show that the company failed to provide its service to the standard reasonably expected by the average customer by failing to tell the customer about the BDS before June 2020. Therefore, the customer's claim cannot succeed.

Outcome

The company does not need to take any further action.

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

# ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X479

**Date of Decision:** 11/08/2021

## Case Outline

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

• She has made several complaints to the company in relation to her water bills since 2011 as she has struggled with ill health, disability and unemployment. • REDACTED. • Despite regular contact with the company about her bills and how to pay, she was not told about the BDS. • The company says it sent her information about the BDS, however, her personal situation often means that she has to take medication and is not always able to undertake day to day tasks; therefore, she may not have fully understood the information provided. • However, as the company is fully aware of her situation, it should have automatically put her on the most beneficial tariff to ensure she was not financially disadvantaged. Failing to do this is a breach of the Equality Act 2010. • Since she was put on the Big Difference Scheme her monthly bills have reduced from as much as £48.00 per month to £8.00 per month. She queried this amount at first as some people she knows pay as little as £2.00 per month on BDS, however, the company has refused to reduce her payments further. • She would like the company to backdate the BDS tariff on her account. She would also like the company to apologise for not making reasonable adjustments and failing to take her disability into account.

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

• The customer has raised four issues and it addresses them in turn. • First, the customer complains that it did not inform her about the BDS even though she was struggling to pay her WaterSure tariff. • Invoices, payment reminders and other payment related correspondence all state that if a customer is struggling to pay their water charges they should make contact to discuss the available options. • The customer did make contact to set up a payment plan, but she did not state that she was struggling to pay and she made all the required payments on the payment plan. Therefore, it had no reason to believe that the payments were not affordable and, therefore, it did not inform her about the BDS as it is designed as a last resort for customers struggling to pay their payment plan or assisted scheme payments. • When the customer made contact on 18 June 2020 to say that her friend was receiving a

discount though the BDS and she would like to apply, information was provided on both 18 June 2020 and 8 October 2020, and the customer was accepted onto the BDS. • Secondly, the customer states that the company has failed to take account of her ill health and disabilities. • On 5 January 2011, the customer's representative made contact to say that the customer was struggling to pay her RV charges. It reviewed the customer's account and offered to fit a meter. It also provided information about the REDACTED which is an independent charitable organisation that provides grants to those in need, and Water Direct, which is a scheme for customers on benefits who fall behind with their payments. • On 28 April 2015, the customer advised that she was suffering from ill health and she was receiving Income Support. To help the customer, it offered her the WaterSure tariff. • The customer accepted the WaterSure tariff from December 2015 and, therefore, it softened its payment reminder communications, annually reviewed the customer's additional needs, and offered help where appropriate. It also sent information about what the customer should do if she was struggling to pay her bills on invoices, payment reminder letters and all payment related correspondence. • The customer's physical and mental disabilities are noted on the Priority Register and, as a result, it ensures that she is offered additional support whenever necessary. • It takes care to offer its customers appropriate support, but it recognises that everybody is different and, therefore, it does not presume that all customers with a disability who are on benefits are unable to pay their bills as this would be discriminatory. However, it invites customers that are struggling to get in touch. • In order to recognise the customer's mental health issues, it reduced her balance to £0.00 as a gesture of goodwill. • The third issue raised by the customer is that she should have been automatically offered the most suitable tariff to ensure she was not financially disadvantaged. • The customer was provided with a meter and put on the WaterSure tariff to ensure she was on the most suitable tariff for her circumstances. She was also provided with information about how to get in touch if she could not afford to pay her bills. • When the customer got in touch and requested to be put on the BDS, the REDACTED considered her application and accepted her onto the scheme. • As above, the company does not automatically assume that customers on benefits with disabilities need or want to be put on the BDS, so an application is necessary but, in any event, the customer did not previously state that her tariff and payment plan were not suitable for her. • Finally, the customer states that she would like the BDS backdated to 2011. • However, the BDS is designed to help customers with their future payments from the date of acceptance. The scheme is only offered to customers who need it most when all other options are exhausted. Each BDS application is considered by the REDACTED and it will only accept applications based on a customer's current financial information. • It understands that the customer feels that she should have been told about the BDS sooner. However, it has sent the customer letters explaining the BDS criteria and why it had not previously been offered. • It paid a goodwill gesture of £171.22 and then wiped the balance off the customer's account to give her a fresh start. Also, on 30 March 2021, she received a

REDACTED payment of 214.91 and this has been applied to her water account. The customer is currently on the BDS and receives a discount of 70% off the company's average annual metered charges. • In view of the above, it denies responsibility to backdate the BDS to the customer's account. • It also denies responsibility to provide an apology to the customer because it has supported the customer and taken her disabilities into account at all times, and has offered the customer the most suitable tariff based on the information she provided.

### 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 customer states that the company's failure to pro-actively offer her the BDS and take account of her disabilities is a breach of the Equality Act 2010. However, under Rule 3.4.3 of the WATRS Scheme Rules, I do not have the authority to adjudicate on matters that raise a complicated issue of law. The provisions of the Equality Act 2010 are indeed complex and, therefore, I consider this matter to be beyond the scope of the WATRS and I will not consider it in my adjudication. However, I am able to consider whether the company has failed to provide its service to the expected standard by not offering the customer the BDS before she enquired about it in June 2020.
2. The correspondence between the customer and the company provided in evidence shows that the company has given various types of assistance to the customer since 2011 in order to make her water bills more affordable; it installed a meter, provided information to enable her to apply for a REDACTED grant, provided information about other support including Water Direct, transferred

her account to the WaterSure tariff and, when she was behind with her WaterSure payments in July 2018, it offered a payment plan. Also, most of the correspondence from the company to the customer includes information for customers in financial difficulty.

3. The company states that the BDS is reserved for customers who find it difficult to pay their bills and is a last resort. On balance, I accept that the BDS is most likely offered after the other assisted schemes and payment plans have failed to help as it can have a negative impact on a customer's credit score. The company also states that it was not aware that the customer was finding it difficult to pay her payment plan until she made contact in June 2020. Having considered the evidence, I accept that this is most likely the case.

4. On balance, I do not find that the company failed to provide its service to the standard reasonably expected by the average customer by not specifically telling the customer about the BDS before June 2020. This is because the company had made considerable efforts to help the customer and had invited the customer to get in touch should further help be required and, as the customer was making the payments on her payment plan, the company would have had no cause to believe that the customer needed further help, and it did not have the opportunity to offer further help until the customer made contact in June 2020. The evidence also demonstrates that when the customer told the company she was finding her payment plan difficult to pay, the company provided information about the BDS and the customer was accepted onto the scheme by the REDACTED in February 2021 for a twelve month period.

5. In view of this, while I appreciate that the customer will be disappointed by my decision, the customer's claim for a backdated BDS discount and an apology cannot succeed.

6. Following the preliminary decision, the customer has provided comments and appears to be under the impression that I am unable to consider her allegation of discrimination against the company as I lack sufficient experience and qualifications to consider whether the company has breached the Equality Act 2010. However, for clarity I must state again that the reason I am unable to consider whether the company has breached the Equality Act 2010 is because the Scheme Rules do not allow me to consider complex matters of law such as the Equality Act 2010. I understand that the customer is frustrated by this; however, in order to provide a fair decision, it is most important that the Scheme Rules are adhered to. The customer has also raised other issues about the preliminary decision but as these matters have already been considered, I make no further comment on them and my decision remains unchanged.

## Outcome

1. The company does not need to take any 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.

If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.

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**Kate Wilks**  
**Adjudicator**