

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X486

Date of Decision: 11/08/2021

Party Details

Customer:

Company:

Complaint

The customer claims that the company provided poor customer service during the cancellation and set up of a new direct debit following his move to a new property. The customer is seeking the company to apologise for the flawed direct debit process that the company has in place.

Response

The company says it follows the same process for every customer who moves house within its supply area and re-sets up their direct debit. The company cannot be held accountable for the customer's bank's decision to deem the payment request fraudulent and cancel the direct debit without contacting the customer first. Furthermore, the company has provided a good level of service throughout its dialogue with the customer, and therefore the company is not liable for any damages in this respect. The company has not made any offers of settlement.

Findings

I am satisfied the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the cancellation and setting up of a new direct debit. The reasons and evidence provided by the customer are not sufficient to justify his claim that the company provide an apology for its direct debit process.

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.

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Case Outline

The customer's complaint is that:

• The company provided poor customer service during the cancellation and set up of a new direct debit following his move to a new property. • The customer is seeking the company to apologise for the flawed direct debit process that the company has in place.

The company's response is that:

• It follows the same process for every customer who moves house within the company's supply area and re-sets up their direct debit. • The company cannot be held accountable for the customer's bank's decision to deem the payment request fraudulent and cancel the direct debit without contacting the customer first. • Furthermore, the company has provided a good level of service throughout its dialogue with the customer, and therefore the company is not liable for any damages in this respect.

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 provided poor customer service during the cancellation and set up of a new direct debit following the customer's move to a new property.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. The company also has certain obligations regarding its customer services as set out in OFWAT Guaranteed Standards Scheme and its own Guarantee Standards Scheme (GSS).
4. From the evidence put forward by the customer and the company, I understand that on 2 November 2020 the customer advised the company that he had moved to a new property. The account for the customer's previous address was closed from 30 October 2020, and a new account was opened for the customer's new address. As part of the move process, the company sent a direct debit cancellation instruction to the customer's bank for the account at the customer's previous address. When the new account was opened for the customer's new address, the company sent a new direct debit instruction with a new payment reference number to enable the company to take payments for the new property. The evidence shows that the old direct debit should have been cancelled by the bank and then the new direct debit set up.
5. On 4 December 2020, the company sent a letter to the customer to advise that his bank had rejected the new direct debit payment requested. On 8 December 2020, the customer contacted the company to advise he was unhappy that the company cancelled the old direct debit and created a new one. I understand that the company explained to the customer that this was due to the requirement for a new payment reference number on the direct debit instruction to ensure the payment was allocated to the correct account.
6. Between 8 December 2020 and 28 January 2021, various correspondence was exchanged between the parties concerning the cancellation of the direct debit and the perceived poor customer service provided by the company. During this period, I understand that the company made a goodwill payment of £25.00 on 25 January 2021 in recognition of the amount of time the customer spent in contacting the company.
7. However, the customer remained dissatisfied with the way in which the company had handled his complaint and in April 2021 progressed his complaint to CCWater to resolve. I understand that during the company's dialogue with CCWater, it was explained that each customer account has its own unique payment reference

number for each property. The customer had an active direct debit for his previous property, and this was aligned to a specific payment reference number to enable payments to be allocated to the correct property. When the customer advised the company of a change of address, the old account was closed, and a final bill was produced. A new account was created with a new payment reference number and a new direct debit set up. However, the customer remained unhappy as he believed that the company made an error when transferring his direct debit and, on 8 June 2021, commenced the WATRS adjudication process.

8. As to whether the company provided poor customer service during the cancellation and setting up of a direct debit following the customer's move to a new property, the evidence shows that the company followed its processes when sending the direct debit cancellation notice connected with the customer's previous property and the mandate to set up a new direct debit under the new reference number to the customer's bank for services provided at the new property. Furthermore, the customer's bank clarified that it did not set up the direct debit instruction sent by the company as they incorrectly believed that fraudulent activity had taken place.

9. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind the cancellation and setting up of the new direct debt. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Accordingly, I find that the evidence does not show that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the cancellation and setting up of a new direct debit as the company cannot be held accountable for the bank's decision to deem the payment request as being fraudulent and cancel the direct debit without first contacting the customer.

10. The customer has made comments on the Preliminary Decision stating that company set-up and then repeatedly cancelled the his new direct debit. After careful review of the customer's comments and the evidence, I find the customer has not suffered any disadvantage as a result of the creation, cancellation and recreation of the customer's direct debit in May 2021. As with the first direct debit, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the cancellation and setting up of a new direct debit. Accordingly, I find the customer's comments do not alter my decision.

11. In light of the above, I find that the evidence does not show that the company failed to provide its services to the customer to the standard to be reasonably

expected by the average person concerning the cancellation and setting up of a new direct debit, nor does the evidence show that the company failed to provide its services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings concerning customer service as the company has provided a good level of service throughout its dialogue with the customer.

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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Mark Ledger
Adjudicator