

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X516

Date of Decision: 31/08/2021

Party Details

Customer:

Company:

Complaint

The customer does not believe the balance on his account is correct and that the company has accounted for all of his payments. He also complains that his Universal Credit application had been sent four times to the company but they have not received this; his account number had been changed several times; his payment card number had been changed several times and he had asked several times for a payment breakdown but had not received this. The customer asks for a reduction of his bill.

Response

The company says that that it has reviewed the customer's account and all payments are reflected in its account records. The balance is therefore accurate. On review, the company has found that the customer was repeatedly sent an application form for the Water Help scheme even though this tariff was already applied to his account and that a manager had failed to make a call back. £100.00 credit was applied to his account in respect of these matters. In other ways, however, the company argues that it has supplied its services to the correct standard.

Findings

I find that the customer has not proved that the company failed to allocate all payments made by the company to the account and I find that the account balance is correct. There is no significance in the changes of account number or payment number. In these respects the company has provided its services to the standard that would reasonably be expected. The company has also made appropriate goodwill gestures for certain service failures that it has admitted and the customer has not proved an entitlement to further compensation in relation to these. However, the customer (who is vulnerable through lack of financial resources and as a

result of a language barrier) has proved that there were significant failures by the company to communicate with him, including but not limited to the failure for more than one year to provide a breakdown of his account when it had agreed that it should do so and also failure clearly to explain his position. The company should provide additional compensation by way of credit of £83.00 and an apology.

Outcome

The company must:

- Credit the customer's account with a further payment of £83.00; and
- Apologise to the customer in writing for the failure in service standards that I have found below.

The customer must reply by 28/09/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• The customer does not believe the balance on his account is correct and that the company has accounted for all of his payments. The customer kept receipts for all of his payments made and sent copies to the Consumer Council for Water (CCWater). • CcWater forwarded the copies of the receipts to the company to compare with the cleared payments that they have for his account. • The company has compared all of the payments cleared to the receipts and say that all payments are correct and match except for two of the payment receipts. Although it says that it has fully investigated the account and talked the customer through his payments in detail, the customer still believes the payments are incorrect and would like WATRS to review the case. • English is not the customer's first language, so there is a language barrier.

The company's response is that:

• It has carried out a review of the customer's account. There are periods where the customer has gone almost 12 months without making any payments, this is how the balance has increased. • As part of the review, the company has applied a goodwill credit of £80.00 for the dates when the customer asked for a Water Help application form to be sent to him and the agents sent this instead of explaining that the discount applied. Additionally, a further £20.00 was added because the company's manager did not try to call back as promised on 28 November 2020. • As at the date of the response (26 July 2021) the amount due is £202.42. • The company has offered the Water Help tariff to help reduce his bills by 50%, however the application form in 2021 has not yet been returned. • The company says that having talked the customer through the account, it cannot do anything further.

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.

The company has stated that it has noted the Preliminary Decision. The customer has not commented on the Preliminary Decision. The Final Decision therefore reflects the Preliminary Decision.

How was this decision reached?

1. I take into account in considering this customer's case that English is not his first language and that this renders him a vulnerable customer, as does financial vulnerability due to lack of employment and receipt of benefits.
2. From the outset of the direct arrangements between the company and the customer, it is clear from the documentation submitted to me that there have been misunderstandings and difficulties regarding the amount of the company's bills. The customer still disputes the amount of the bill, which as at 17 February 2021 stood in the sum of £442.42.
3. In addition, the customer complained via CCWater that:
 - a. His Universal Credit application had been sent four times to the company but it has not received this;
 - b. His account number had been changed several times.
 - c. His payment card number had been changed several times
 - d. He had asked several times for a payment breakdown but had not received this.
4. The account notes and the company's submissions show that before April 2017, the company raised account bills against redacted, which were then charged by the Council against its tenant, the customer. From April 2017, these charges were raised directly by the company against the customer under account number ending 245.
5. In October 2017, the customer contacted the company. The account notes show that the customer tried to find out the outstanding balance and when he was told

what this was, he was unhappy. He said he had paid the amounts, but when the company asked for further information, the customer disconnected the call.

6. In March 2018, the customer's MP emailed the company to say that the bill at his address jumped £90.00 in one year, a 25% increase. The MP asked if anything could be done to reduce the bill. The company replied on 5 April 2018 stating that there had been no jump in the bill but that the bill had increased due to an unpaid amount of £100.18, that the bill could be reduced by installation of a water meter as opposed to payments based on the rateable value of the property and it proposed a payment plan.

7. On 10 April 2018, the customer contacted the company directly. The account notes say that the customer was questioning his bill but disconnected the call without listening to the company's explanation.

8. On 13 February 2019, the company received a call from the customer about the account. The company offered the customer the opportunity to have a payment plan but this was declined because of the timescales and debt collection processes. The company also discussed its Watersure Plus tariff (now known as Water Help) which halves a customer's annual bill. An application form was promised to be sent to the customer. The customer asked about its whereabouts on 26 February 2019 and was told that it would be delivered during the following day. The customer was also advised to make a payment to avoid debt recovery action.

9. The customer's Water Help application was received by the company on 20 March 2019 and following a review, he was deemed eligible and his tariff was changed, as was his account number. The new account number ended 259. The documentation submitted by the company shows that the credit on the customer's account of £56.31 was transferred to the new account.

10. On 2 May 2019, the customer contacted the company asking why his account number had changed and requesting a payment plan. This was set up for the customer. The company confirmed the amounts and payment times with the customer.

11. On 7 July 2019, the company changed its billing system and a new account number (ending 140) was allocated to the customer. The company's records show that there was at this time a deficit on the account of £71.51 which was transferred to the new account.

12. On 22 November 2019, the customer queried the balance on his account and asked for an account statement for one year. An internal record shows that the company recognised that an account statement should be sent, but there is no

record that this occurred. The customer rang back on 28 November 2019 and was told that the company had a record of only one payment since migration of the account. The customer asked to speak to a manager but an attempt to contact the customer was unsuccessful. The account was annotated for a further call back, but it is accepted that this did not happen.

13. On 10 January 2020, the company received a request from the customer for the Customer Assistance Fund (CAF). The customer would be eligible for this if the account was in arrears of more than £50.00. If eligible, the CAF would either in part, or fully clear the arrears on the account. At the time of application, the customer's account was in arrears by less than £50. There is no account note indicating that this situation was explained to the customer.

14. On 6 February 2020, a new bill was raised in the sum of £260.10 comprising £47.51 outstanding from the previous year and £212.59 for the current year.

15. On 14 February 2020 the customer contacted the company again and asked if he was still receiving the Water Help discount. The customer was unhappy with the conversation and asked to speak to a manager. The call disconnected before the manager could come to the phone. Later that day, the customer called again. The company says that the agent who took the call did not check to see that the customer was receiving the Water Help tariff and sent an application form.

16. An application form was received but in review it was discovered that the customer was already receiving the tariff discount. The company says that no further action was taken and there is no evidence that this situation was explained to the customer.

17. In June 2020, the customer received another application. On this occasion, the company replied stating that he was already on the scheme and that he would be sent a renewal form to re-assess eligibility in March 2021.

18. On 24 July 2020, the customer again questioned his bill. The company told the customer that he was receiving the Water Help discount, but there is no evidence that the customer was told that he might be able to apply for CAF as the amount of his bill was then more than £50.00 in arrears. The company has not offered any explanation for this.

19. The customer then asked for application forms for Water Help in July 2020 and August 2020 and on each occasion, he was sent these. An application form was then re-submitted in September 2020 and the customer was informed that he was already receiving the discounted tariff. He was advised to approach the Money Advice Service for financial help.

20. On 8 December 2020, the company received a call from the customer who said that he had paid the sums in question but that the company was stealing his money. He wanted the account put on hold, which the company said it could not do as no investigation had been raised. The customer ended the call before the company could find out the customer's full concern.

21. On 11 February 2020, the company sent the customer a Notice of Further Action. On 16 February 2021, the customer contacted the company stating that he had made a complaint to CCWater and that the company should not be sending him letters.

22. The Stage 1 response letter was sent to the customer on 30 March 2021 enclosing a statement breakdown and, on re-referral of the matter in June 2021, the company first spoke to the customer and then sent a letter on 15 June 2021 (wrongly dated 8 June 2021 on the copy in the customer's possession).

23. Turning now to the specific complaints made by the customer, I make the following findings:

Unallocated payments

24. In relation to the customer's complaint that the company has not allocated payments that he has made to his account, I bear in mind that adjudication is an evidence-based process and that it is for the customer to show that the company has failed to supply its services to the standard that would reasonably be expected. The customer has submitted payment slips stating the payments that he says that he has made and the company has considered these and drawn up a Schedule which it has attached as "Evidence1". All but two receipts (those marked as payable to "AllPay") tally with the receipts shown in the company's account. Thus, all the payments made by the customer and their impact on the bill are totalled, which before the company's goodwill gesture of £100.00, left a balance of £302.42 due from the customer. This has now been reduced by £100.00. Although the customer has not accepted the accuracy of the company's analysis, he also has not explained what is wrong with this calculation which I find is correct. I find that the customer has not proved that in respect of its billing of the customer, the company failed to provide its services to the correct standard.

Universal credit applications

25. The customer says that he has sent his universal credit details to the company on four occasions. I find that it is probable that this is a reference to the applications that the customer was caused or allowed to make on four occasions for Water Help when this was not necessary. I find that the company did fall short of the standard of service that an average customer would reasonably expect, but

the company has applied goodwill payments of, I find, an appropriate amount. I find that no further redress is due in respect of this complaint.

Account and payment card numbers

26. The customer is correct that the account numbers have been changed on three occasions and also his payment card numbers have changed. In respect of the account numbers, the company has provided explanations for this (and did do so on one occasion at the time that this occurred in answer to the customer's question). As for the payment card numbers, it is probable that these would have changed when new payment cards were issued to the customer. I find that the customer has not shown that there is anything out of the ordinary in respect of these matters and the company's services have been supplied to the correct standard.

Payment breakdown

27. The company's account records indicate that the customer asked for an account breakdown on 22 November 2019, but there is no evidence that any form of breakdown was supplied before March 2021. The company did not state that no breakdown could be supplied – rather the account notes suggest that this was intended to be provided to the customer but was not. I find that in this respect, the company failed to supply its services to the standard that would reasonably be expected and the customer should be compensated for this. I find that for the simple fact of failure to respond, a further payment of £20.00 should be made.

28. However, I also find that this omission was part of a pattern whereby the customer was not kept appropriately informed. He had applied for a CAF payment, but I find that he was not told why he was not eligible for this or whether he could apply for this again in the future. On some of the occasions when the customer sent an application for Water Help, he was not told what was done with that application, which would have led to continuing uncertainty as to whether he was on the correct scheme or not. I find that these were significant communication failures, particularly in respect of a customer vulnerable through lack of financial resources and a language barrier, both of which the company would or should have been aware. I find that these failures fall short of the service standards that would reasonably be expected in relation to a vulnerable customer. I find that these matters, in addition to those matters for which compensation has already been given, would have caused the customer frustration, distress and inconvenience. The customer's level of frustration was reflected, I find, in some of the telephone conversations in which the customer was angry and hung up the phone. The effect of these would have been ongoing for a period until the review of the customer's account at stage 2 of the complaints process and thereafter as part of the further

review for WATRS, a period of approximately eighteen months. I find that a fair and reasonable sum by way of compensation is £3.50 per month for the period of eighteen months, giving a total figure of £63.00.

29. It follows from the above that I find that the company should apply a total further credit to the customer's account of £83.00. In the circumstances, I also find that it is fair and reasonable to direct that the company should apologise to the customer in writing for the failures in service standards that I have found above.

Outcome

1. The company needs to:

- Credit the customer's account with a further payment of £83.00; and
- Apologise to the customer in writing for the failure in service standards that I have found above.

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.

Claire Andrews
Adjudicator