

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X588

Date of Final Decision: 15 October 2021

Party Details

Customer:

Company:

Complaint

The customer claims that the company has intimidated and bullied him whilst chasing him for an outstanding balance on his property, all of which has led to inconvenience and distress. The customer is seeking the company to apologise and pay £5,000.00 for inconvenience and distress caused.

Response

The company says as the customer failed to keep his account up to date regarding payment, the company is entitled to send reminders for the outstanding balance according to its policy set out in its Charges Scheme. The reminders and notices sent to the customer clearly set out the company's action if the balance remained outstanding. Furthermore, the company refutes any allegation that it attempted to intimidate or bully the customer, deliberately or otherwise. The company has not made any offers of settlement.

Findings

I am satisfied the evidence shows that the customer has not proven the company failed to provide its services to the standard to be reasonably expected by the average person concerning chasing the outstanding balance. Furthermore, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated.

Outcome

The company needs to take no further action.

The customer must reply by 14 November 2021 to accept or reject this decision

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Case Outline

The customer's complaint is that:

- The company has intimidated and bullied him whilst chasing him for an outstanding balance on his property, all of which has led to inconvenience and distress.
- The customer is seeking the company to apologise and pay £5,000.00 for inconvenience and distress caused.

The company's response is that:

- As the customer failed to keep his account up to date regarding payment, the company is entitled to send reminders for the outstanding balance according to its policy set out in its Charges Scheme.
- The reminders and notices sent to the customer clearly set out the company's action if the balance remained outstanding.
- Furthermore, the company refutes any allegation that it attempted to intimidate or bully the customer, deliberately or otherwise.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. Whether or not the customer has suffered any financial loss or another disadvantage as a result of a failure by the company.

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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 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 has intimidated and bullied the customer whilst chasing him for an outstanding balance on his previous 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 Customer Guarantee Scheme (CGS).
4. On 18 September 2002, the company received a notification that the customer had moved to a new property as of 14 September 2020. The company opened a new account, and the initial bill of £174.03 was sent to the customer, advising him that as he was billed based on unmetered charges, which are payable in advance, a payment was now due.
5. From the evidence put forward by the customer and the company, I understand that if the customer requires a payment plan, this must be discussed and agreed upon with the company first, and it will set up a payment plan on its records. Otherwise, the charges are payable in full upon receipt of the bill.
6. On 23 October 2020, the customer wrote to the company advising that he had left his previous property on 14 September 2020, and he had set up his own payment plan and was now paying £29.01 per month via standing order for the new property's water charges. The evidence shows that following a short delay, the company then closed the customer's previous property account. I understand that a CGS payment of £20.00 was made to the customer's account for the delay.

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7. On 3 November 2020, the company sent a reminder to the customer of a remaining balance to be paid of £145.02. The evidence shows that the company had only received £29.01 via standing order, not the entire balance due.
8. Between 12 November 2020 and 16 February 2021, various correspondence took place. The company advised the customer that his standing order was not an authorised payment plan, which is why the full payment would be due. The customer disputed this and believed that his standing order would pay off any outstanding debt and that the balance was not due in full. The customer also accused the company of harassment and bullying to get him to pay the balance in full.
9. During the same period, I note that the company made an error on the customer's previous property account and initially advised that a balance was due for this property. However, as it transpires, a credit of £25.58 was due. I understand that the company apologised for this error on 10 February 2020 and offered to credit or refund the customer the remaining credit.
10. On 16 March 2021, the customer used his Online Account Management to set up a direct debit so a correct payment plan could be implemented. The customer remained dissatisfied with how the company had handled his complaint and, in April 2021, progressed his complaint to CCWater to resolve.
11. I understand that during the company's dialogue with CCWater, it was explained that if the customer requires a payment plan, this must be discussed and agreed upon with the company first, and it will set up a payment plan on its records; otherwise, the charges are payable in full upon receipt of the bill. Until 16 March 2021, the customer had imposed his own payment plan, which was not authorised by the company. Furthermore, the company refuted any allegation that it attempted to intimidate or bully the customer, deliberately or otherwise. The customer remained unhappy and, on 11 August 2021, commenced the WATRS adjudication process.
12. As to whether the company should pay compensation of £5,000.00 for intimidating and bullying the customer whilst chasing him for an outstanding balance on his property, the evidence shows that the customer failed to keep his account up to date regarding payment. Therefore, the company was entitled to send reminders for the outstanding balance according to its policy set out in its Charges Scheme. The customer's standing order was not an authorised payment plan, and I am satisfied that by the end of the company's dialogue with the customer, the company had

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explained why the balance for the new property was due in full unless an authorised payment plan was put in place.

13. On careful review of all the various remainders and notices sent by the company, I can find no evidence that the customer was either intimidated or bullied throughout his dialogue with the company. I find that I agree with the company's position that asking a customer to pay for the services they are using should not be seen as bullying or harassment. Accordingly, 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 chasing its outstanding balance.
14. 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 why the balance for the new property was due in full unless an authorised payment plan was put in place. This is shown by the correspondence put forward by the customer and company as evidence.
15. However, I note there were failings concerning a delay in reviewing the customer's notification in leaving his previous property and the charges applicable for that property. However, on examining the various correspondence, I believe that once the company became aware of its mistakes, it dealt with the customer's concerns efficiently and appropriately, considering the circumstances. The company has made a CGS payment of £20.00 and a further £20.00 goodwill payment to cover these failings. Accordingly, I am satisfied that there have been no failings concerning customer service which the customer has not already been adequately compensated for.
16. Both the company and customer have made minor comments on the preliminary decision. The customer claims he is seeking £5,000.00, not £50,000.00 as set out in his application. I have amended the final decision to reflect this. Having carefully considered each aspect of the customer's and company's comments I find that they do not change my findings, which remain unaltered from the preliminary decision.
17. Considering the above, 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 chasing its outstanding balance. Furthermore, I am satisfied there have been no

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failings concerning customer service for which the customer has not already been adequately compensated.

Outcome

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 by 14 November 2021 to accept or reject this 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.



Mark Ledger FCI Arb
Adjudicator

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