

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X668

Date of Final Decision: 20 December 2021

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer claims the company incorrectly charged him as his bills were based on a water meter that had been replaced, and the meter readings did not make sense. Once these issues had been raised with the company, he experienced poor customer service through his dialogue with the company, which led to the company chasing him for an undue debt. The customer is seeking the company to ensure that his bills are accurate and correct.

Response

The company accepts that there were delays in establishing whether the customer has been correctly billed. Furthermore, it acknowledges that its customer service fell below the standards required and to reflect this has applied a credit of £100.00 to the customer's account. The company has not made any further offers of settlement.

Findings

I am satisfied the company did fail to provide its services to the customer to the standard to be reasonably expected concerning billing and customer service. Whilst the company's credit of £100.00 compensates the customer for some of this failure, I find that it does not adequately cover the customer for the inconvenience and distress incurred. Accordingly, I direct the company to pay the customer a further £125.00 and provide the customer with a full explanation of its charges and how they relate to the readings from the customer's replacement meter.

Outcome

The company shall pay the customer the sum of £125.00 and provide the customer with a full explanation of its charges and how they relate to the readings from the customer's replacement meter.

The customer must reply by 14 January 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company incorrectly charged him as his bills were based on a water meter that had been replaced, and the meter readings did not make sense.
- Once these issues had been raised with the company, he endured poor customer service through his dialogue with the company, which led to the company chasing him for an undue debt.
- The customer is seeking the company to ensure that his bills are accurate and correct.

The company's response is that:

- It accepts that there were delays in establishing whether the customer has been correctly billed.
- Furthermore, it accepts that its customer service fell below the standards required and to reflect this has applied a credit of £100.00 to the customer's account.

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.

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?

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1. The dispute centres on whether the company should pay compensation for its delay in resolving a billing dispute which led to the customer being chased for an undue debt.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
3. The company also has certain obligations regarding its customer services as set out in OFWAT's Guaranteed Standards Scheme and the company's own Guarantee Standards Scheme (GSS).
4. The evidence shows that in August 2020, the customer contacted the company to express confusion over his charges as he discovered that his meter had been replaced and the reading did not make sense. Therefore, in his view, the company charges were incorrect. I understand that the company did not reply to the customer's complaint except in October 2020 when it provided a bill of £152.19 for the period 1 May 2020 to 31 July 2020.
5. I understand that the 1 May 2020 to 31 July 2020 bill was paid in full on 26 October 2020. However, in November 2020, the customer started to receive debt collection letters concerning the bill of £152.19 for the period 1 May 2020 to 31 July 2020. The evidence shows that in January 2021, the customer received a further bill of £130.06 from 1 November 2020 to 20 January 2021, which was paid in full on 26 January 2021, leaving a zero balance on his account.
6. However, it seems that the company attempted to take the sum for the period 1 November 2020 to 20 January 2021 again on 2 February 2020 despite it being already paid. This caused the account to be incorrectly reported in £130.06 credit. On 2 February 2021, the company issued a further bill for £171.25, leaving a balance of £41.19 on the customer account, which the customer then paid. I understand that the 2 February 2020 was then rejected, causing a balance to be left on account of £130.06, which was later paid by the customer.
7. Since the customer's first contact in August 2020, the company had not responded to the customer's initial complaint concerning the billing due to the replacement meter. On 12 February 2021, the dispute was progressed to CCWater, following which the company agreed that there were delays in establishing whether the customer had been correctly billed and that its customer service fell below the standards required. I understand that the company applied a credit of £100.00 to the customer's account to recognise these failures. The customer remained unhappy

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with the outcome as he believed that the company had still not dealt with his initial claim. In October 2021, he commenced the WATRS adjudication process.

8. Concerning the customer's comments that the company failed to deal with the billing dispute raised in August 2020, the company admits that it failed to take any action following the customer's initial contact. This lack of action led to the customer being chased for an undue outstanding debt. On careful review of all the evidence, I am satisfied that had the company taken early and decisive action, the issue with the customer's billing and meter issue could have been resolved promptly. The customer would not have been subjected to any substantial amount of distress and inconvenience.
9. The company has certain obligations regarding its customer services, and I find the customer has been adversely affected by the poor customer service throughout his dialogue with the company. The evidence shows that the company has still not comprehensively replied to the customer's initial complaint and has been uncontactable throughout its dialogue.
10. Therefore, I find there are grounds to conclude the company has failed to provide its services to the standard to be reasonably expected by the average person concerning the customer's billing issue and customer service. This is evidenced by the timeline of events reported within the CCWater documentation. The company states that it has credited the customer £100.00 to recognise its failures. However, I believe that this does not adequately compensate the customer for the distress and inconvenience incurred.
11. On careful review of all the evidence and taking account of the length of time that this dispute has been ongoing and the level of inconvenience that was caused by the company chasing an undue debt, I am satisfied that these failures fall within Tier 2 of the WATRS Guide to Compensation for Inconvenience and Distress. I consider that a further £125.00 would adequately cover the customer for the inconvenience caused by the company's failings. Accordingly, I direct the company to pay the customer a further £125.00 for this aspect of his claim.
12. Furthermore, the company has yet to provide the customer with a full explanation of its charges based on the replacement meter readings. I direct the company to provide the customer with a full explanation of its charges and how they relate to the reading from the customer's replacement meter.

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13. The customer has made comments on the preliminary decision regarding the company's poor service and the fact that the company has been uncontactable throughout its dialogue. Having carefully considered each aspect of the customer's comments and reviewing the evidence I find that they do not change my findings, which remain unaltered from the preliminary decision.

14. Considering the above, I find the evidence does prove that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning billing and customer service. Whilst the company's credit of £100.00 compensates the customer for some of this failure, I find that it does not adequately cover the customer for the inconvenience and distress incurred. Accordingly, as above, I have directed the company to pay the customer a further £125.00 and provide the customer with a full explanation of its charges and how they relate to the readings from the customer's replacement meter.

Outcome

The company shall pay the customer the sum of £125.00 and provide the customer with a full explanation of its charges and how they relate to the readings from the customer's replacement meter.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 17 January 2022 to accept or reject this 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 on 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.

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A handwritten signature in black ink, appearing to read 'M Ledger', with a long horizontal stroke extending to the right.

**Mark Ledger FCI Arb
Adjudicator**

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