

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X767

Date of Final Decision: 9 March 2022

Party Details

Customer: CUSTOMER

Company: COMPANY

Complaint

The customer claims that the company incorrectly took £618.46 from his bank via Direct Debit even though he had previously arranged a monthly payment plan for £35.00 per month. The customer is seeking the company to pay £2,000.00 for the inconvenience and distress caused.

Response

The company says the customer set this Direct Debit up using his online account management system but unfortunately, he omitted to change the frequency to monthly. The Direct Debit set up online superseded any monthly payment plan the customer had previously arranged. Where there have been perceived failings regarding customer service, the customer has already been adequately compensated. The company has not made any further offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the customer's Direct Debit. 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 has until 6 April 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company incorrectly took £618.46 from his bank via Direct Debit even though he had previously arranged a monthly payment plan for £35.00 per month.
- The customer is seeking the company to pay £2,000.00 for the inconvenience and distress caused.

The company's response is that:

- The customer set this Direct Debit up using his online account management system, but unfortunately, he omitted to change the frequency to monthly.
- The Direct Debit set up online supplanted any monthly payment plan the customer had previously arranged.
- Where there have been perceived failings regarding customer service, the customer has already been adequately compensated.
- The company has not made any further offers of settlement.

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

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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 failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the customer's Direct Debit.
2. The company must meet the standards set out in the OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand that on 8 July 2021, the customer contacted the company to set up a payment plan for £35.00 per month. The evidence shows that the company advised the customer of his debt implications due to the payment plan would not be sufficient to pay his bill in full by 31 March 2022. The evidence shows that the customer's balance was £618.46 and that he was advised that he could pay £35.00 per month via Direct Debit.
5. On 26 July 2021, the customer registered for an online account and, as shown by the customer's notes, set up a Direct Debit to pay all bills in full upon receipt. The same day the company sent correspondence to the customer confirming the Direct Debit and that the sum of £618.46 would be taken from the customer's bank account on 13 August 2021.
6. On 13 August 2021, the sum of £618.46 was taken from the customer's bank account in accordance with the Direct Debit set up by the customer. The same day the customer contacted the company to complain about the entire outstanding balance been taken and to revise his Direct Debit to £35.00 per month. The company advised the customer to contact his bank to reclaim the payment. On 16 August 2021, a full refund of £618.46 was made to the customer's bank account

under the Direct Debit Guarantee, and the Direct Debit of the entire account balance was cancelled.

7. Between 17 August and 13 September 2021, various correspondence took place between the parties. Within this correspondence, the evidence shows that the company incorrectly made a goodwill offer of £150.00, as it was initially thought it was in error. However, this offer was not accepted by the customer and later withdrawn after further investigations, as it was established that the mistake was the customer's, as he had set up a Direct Debit to pay all bills in full upon receipt. The evidence shows that during this period, the customer was provided with a £20.00 credit under the company's Customer Guarantee Scheme, as the company failed to respond to the customer within its time limits.
8. However, the customer remained dissatisfied with the company's response and progressed the matter to CCWater to resolve without success and, on 26 January 2022, commenced the WATRS adjudication.
9. Concerning whether the company was correct to take £618.46 via Direct Debit in August 2021, having reviewed the various evidence provided in the company's response and the Subject Access Request regarding the Direct Debit, I find that I agree with the company's position that it was correct in taking the £618.46 via Direct Debit. The evidence shows that the customer registered for an online account and set up a Direct Debit to pay all bills in full upon receipt.
10. Whilst I sympathise with the customer, the evidence shows that the customer was sent a correspondence on the same day as setting up the Direct Debit confirming that the sum of £618.46 would be taken from the customer's bank account on 13 August 2021. I can find no evidence that the correspondence dated 26 July 2021, contained within the company's response, was not received by the customer or that the customer contacted the company before the 13 August 2021 advising that the Direct Debit sum was incorrect and should be £35.00 per month.
11. As shown by the company's response documentation, the customer is responsible for setting up his Direct Debit and for the amount and frequency of the payments. Whilst I sympathise with the customer's position regarding the error in the amount and frequency of the payment, I find that I agree with the company's position that it cannot be liable for any error which is not its own.

12. I note that once the customer was aware of the error and contacted the company, the company advised the customer on how to reclaim the sum paid under the Direct Debit Guarantee and then cancelled the original Direct Debit of the total account balance. Considering the above, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the customer's Direct Debit.

13. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained why the error regarding the Direct Debit was not of its making. Furthermore, reviewing the various correspondence, I find that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Where there were failings in the service provided, I find that the customer has been adequately compensated, and no further sums are due.

14. The customer has made comments on the preliminary decision concerning reasonableness and the reasons for his contact with the company. Having carefully considered each aspect of the customer's comments I find that they do not change my findings, which remain unaltered from the preliminarily decision.

15. Considering the above, I find the evidence does not prove the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the customer's Direct Debit. Furthermore, I am satisfied there have been no 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.

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- The customer must reply by 9 April 2022 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 FCIArb
Adjudicator

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