

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT-X782

Date of Decision: 4 April 2022

#### Complaint

The customer says that the company failed to identify him as a vulnerable customer and respond appropriately.

He requests that the company apologise, accept responsibility for the lack of vulnerability awareness shown, remove the default from his credit file, and pay unspecified compensation.

#### Response

The company says that the customer did not provide indications of vulnerability and his account has been handled correctly.

As gestures of goodwill, the company has changed the basis of billing for the Property, has backdated that changed billing, and has paid compensation for identified customer service failings.

#### Findings

The company provided its services to the customer to the standard to be reasonably expected by the average person.

#### Outcome

The company does not need to take any further action.

The customer must reply by 2 May 2022 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT-X782

Date of Decision: 4 April 2022

## Party Details

**Customer:** The Customer

**Company:** The Company

## Case Outline

### **The customer's complaint is that:**

- He contacted the company in December 2018 to transfer the account for the Property into his name.
- He was moving into the Property after his father, who had lived there previously, passed away.
- He explained his personal situation to the company's agent, but no vulnerability advice was given, either at that time or subsequently.
- He was having financial difficulties, but the company did not identify this and proceeded to register a default on his credit file.
- The company has failed in its duty of care towards him in the handling of his complaint.
- He requests that the company apologise, accept responsibility for the lack of vulnerability awareness shown, remove the default from his credit file, and pay unspecified compensation.

### **The company's response is that:**

- The customer made contact on 11 December 2018 to provide notice that he had moved into the Property.
- An account was opened for the customer beginning 1 December 2018.
- The Property was billed on the basis of its rateable value, and the customer was notified of this.
- The customer was advised at this time of the possibility of having a water meter installed and told that this might reduce his bill.

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- At no point during this call did the customer place the company's agent on notice that he was vulnerable.
- Bills subsequently sent to the customer also notified him of the possibility of having a water meter installed.
- The customer fell behind in payments and on 29 April 2019 entered into a payment arrangement.
- The payment arrangement was cancelled on 28 June 2019 due to non-payment.
- A notice of default was issued on 23 October 2019 and a default was registered on 14 November 2019.
- The account was placed with a debt collection agency beginning 27 November 2019.
- The customer made contact on 30 September 2020 to provide notice that he had set up a payment arrangement with the debt collection agency and to ask for assistance with his bill.
- The customer was registered for the company's Payment Matching Scheme.
- The customer was reminded of the possibility of having a meter installed, but stated that his landlord would not allow one. This advice was repeated to the customer on subsequent contacts.
- The customer registered a complaint on 18 December 2020.
- On 4 February 2021, the company suggested that an external survey be made to see if a meter could be installed outside the boundaries of the Property.
- The survey established that a meter could be fitted in the front garden, but not if one could be installed outside the boundaries of the Property.
- In June 2021, after the customer raised his complaint to the Consumer Council for Water, a further survey was performed that confirmed it was unlikely a meter could be installed outside the boundaries of the Property.
- On 6 August 2021, the company agreed to charge the customer on the basis of the Single Person Householder Tariff. While this tariff is not technically applicable, this offer was made to resolve the customer's complaint.
- The negative markings placed on the customer's credit file are accurate.
- The customer was sent an application to register for Priority Services on 23 October 2020, but no application has been received.
- The company denies liability for the customer's claim.

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## 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 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. While the customer has also raised complaints to the company regarding the correctness of his billing and regarding some elements of the customer service he experienced, the customer's complaint to WATRS focuses on the company's failure to identify him as vulnerable and to take appropriate action.
2. While the evidence provided by both parties regarding the customer's interactions with the company is limited, the company has provided a transcript of the 11 December 2019 call in which the customer first notified the company that he had taken over the account at the Property, and a number of additional written communications from both parties have been provided by the Consumer Council for Water (CCW) as part of its submission.
3. On the basis of the evidence provided I cannot find that the company failed in its duty of care to the customer with respect to his status as a vulnerable customer. To be clear, the question in this respect is not whether the customer was in the vulnerable situation that he describes, but whether in his interactions with the company's agents he provided sufficient indications of his

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vulnerable status that the company should have identified this status and acted differently than it did.

4. However, the transcript of the customer's original call with the company does not reflect the customer providing information to the company's agent regarding his vulnerable status. In turn, in subsequent communications the customer emphasises not his own vulnerability, but the vulnerability of his landlord, highlighting instead his position as Managing Director of two companies and his charity work, and emphasising his ability to manage the demands these multiple roles created.
5. While holding such roles is certainly not inconsistent with also having the vulnerable status the customer has described, it is unavoidable that the customer's emphasis on his ability to perform these roles, rather than on his vulnerable situation, made it less likely that the customer's agents would have been able to reasonably conclude that the customer was vulnerable and in need of assistance.
6. I find, therefore, on the basis of the evidence provided, that the company provided its services to the customer to the standard to be reasonably expected by the average person with respect to his status as a vulnerable customer.


#### **Outcome**

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 by 2 May 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.

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Tony Cole

Tony Cole, FCI Arb

Adjudicator

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