

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X026

Date of Final Decision: 5 July 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer says the company provided poor customer service and took a long time to resolve issues with his bill. He seeks that the company provide an apology and pay him £2500.00 compensation for distress and inconvenience.

Response

The company says it has already apologised and credited the customer's account in the sum of £120.00 for service failings and no further remedy is due. It denies the claim.

Findings

The evidence shows the company did not provide its customer services to the standard to be reasonably expected. However the company has already provided a suitable remedy.

Outcome

The company does not need to take any further action.

The customer must reply by 3 August 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- He contacted the company as his bill was higher than expected.
- He was unhappy with the phone call as the company suggested he seek to change the rateable value of his property when this is not possible. And the company warned that if he did not pay his bill he would face debt collection action and a negative credit rating.
- He complained and questioned why his bill was so much higher than his neighbour.
- The company delayed responding to his emails and then finally offered only £20.00 compensation.
- He asked the company to place his account on hold while he completed the complaints process however it did not do so and placed a negative entry on his credit file. When he complained about this the company said it could not remove this rather he would have to escalate his complaint to CCWater. However CCWater also said they could not remove it.
- He is also unhappy he was not given a call back as agreed and that he spoke to a different customer service agent each time he called.
- He seeks an apology and £2500.00 for distress and inconvenience.
- In comments on the company's defence the customer says his credit file has been affected and just £20.00 compensation for the time and effort to get this bill sorted accurately is completely unacceptable.
- In comments on a preliminary decision the customer said:
 - He was unaware of the consequences of non-payment of the latest bill and thought his account remained on hold.
 - He had spent time and effort pursuing his complaint that had not been adequately compensated.
 - The company had not taken action to prevent recurrence of accepted failings.

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The company's response is that:

- It has provided copies of bills and reminders sent to the customer from September 2021 prior to it calling him in November chasing payment. During that phone call it explained the customer's bill and that he could apply for a water meter. It also explained the consequences of non-payment.
- The customer then emailed the company unhappy with the call and because his bill was higher than expected.
- The company credited the customer's account with a £20.00 GSS payment at the end of November 2021 as it did not reply to this email within 10 days.
- The customer chased the company in December and it provided a further £30.00 GSS payment as it did not respond in time.
- The customer chased again in January 2022. It called the customer to discuss his complaint and gave a further £20.00 credit as a goodwill gesture for any misinformation regarding the rateable value. It arranged a water meter survey and explained it would move him to the **XX XX** Charge ("**XX**") if this could not be fitted. It also agreed to place his account on hold pending resolution.
- The customer then complained he had received a message seeking payment. The company later credited the customer's account with a £20.00 GSS payment as it did not reply to this email within 10 days. Then a further £20.00 goodwill gesture as it should not have sent the message.
- It was unable to fit a water meter so it applied the **XX**. It also agreed to backdate this to November 2021 when the customer first complained, as a goodwill gesture. This totalled £34.54.
- It sent its written outcome to the customer in March 2022. It explained it could not comment on his neighbour's bills but his charges were correct and due. It warned of the consequences of non payment.
- The customer sought further compensation which it refused and it signposted him to CCWater. It has no record of offering a call back.
- The customer later complained he had received a negative marker on his account and it again directed him back to CCWater as it had already provided its final position on the matter.
- In response to the customer's comments on a preliminary decision the company said:
 - It had enclosed evidence in its defence which showed it told the customer the bill was payable and the consequences of non-payment.
 - Within its defence it also confirmed it had given feedback to the agent who gave incorrect advice.
 - It had already made payments to the customer for delay.

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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. The company has provided a copy of its Charges Scheme which shows it is entitled to charge based on the rateable value of a property until and unless a customer requests a water meter. The company has also evidenced it sent the customer literature about requesting a water meter when opening his account.
2. The company has provided copies of bills and reminders sent to the customer seeking payment before it called him in November to chase payment.
3. The company is entitled to take debt collection action for non-payment and to notify credit reference agencies in line with its terms. I recognise the customer was unhappy when the company told him this, however the evidence does not show the company failed to provide its services to the standard to be reasonably expected.

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4. I accept on balance the company gave the customer incorrect information about changing the rateable value of his property during this call. It then delayed responding to his complaints from November 2021 to March 2022. And, it incorrectly chased payment after placing his account on hold. The evidence shows the company failed to provide its services to the standard to be reasonably expected in this regard.
5. In March the company applied the **XX XX XX** to the customer's account. This was in line with its Charges Scheme which says the charge applies where a water meter cannot be fitted. I note the company backdated this to November 2021 so that the customer did not miss out on any saving due to the company's delay. By then it had also apologised, applied credits of £90.00 for the delays and £40.00 for the misinformation and chasing payment in error.
6. I consider the company's apology and payment totalling £120.00 adequately remedied the moderate shortfall in service to this point and is suitably in line with the Tier 1 to Tier 2 remedies in the WATRS compensation guide.
7. The evidence does not show any billing errors from March. The company has provided correspondence to show it confirmed to the customer the balance was correct and due however he did not then make payment. The company was therefore entitled to take action for non-payment, including reporting this to credit reference agencies. I appreciate the customer is unhappy about the negative entry on his credit file, however the company acted in line with its terms. The evidence does not show the company failed to provide its services to the standard to be reasonably expected in this regard.
8. In considering the parties' submissions and the company's call records, I am satisfied on balance that the company told the customer it could not remove the negative credit entry but if he remained unhappy he could contact CCWater. I consider this was the right advice to give as the company had provided its final position. The evidence does not show the company failed to provide its services to the standard to be reasonably expected here.
9. The customer says the company failed to call him back on one occasion as agreed however the company's call records do not evidence this. I therefore cannot say, even on balance, that the evidence shows a failing by the company. And, while I appreciate it is frustrating to speak to different call centre staff each time, I cannot comment on the company's commercial practices or find this amounts to a failing.

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10. In summary, I have found a shortfall in the company's service but I have also found the company provided a suitable remedy before the customer approached WATRS. Therefore the customer's claim for a further remedy is unable to succeed.

11. I have considered the customer's comments on my preliminary decision however my decision remains the same. I refer to paragraph 7 above regarding the company making clear payment was due and the consequences of non-payment. I refer to paragraph 6 above as to my consideration of the compensation due. And I refer to paragraph 10 as to remedy, noting too that the customer did not seek a service improvement as the time of his claim to WATRS and so this was not specifically addressed in my preliminary decision.

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 3 August 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.



J Mensa-Bonsu LLB (Hons) PgDL (BVC)
Adjudicator

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