

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X885

Date of Final Decision: 19 May 2022

Party Details

Customer:

Company:

Complaint

The customer complains that the company has provided poor customer service and billed him incorrectly for approximately seven years. The customer has received a £170.00 Help U tariff refund which he has accepted, however is unhappy with the £30.00 goodwill payment offered for the level of service received. He would like an apology and more compensation for 7 years of bad service. The customer would also like the company's telephone staff to be re-trained to be fully equipped in how to provide service to vulnerable customers.

Response

The company says that it is not liable for this claim.

Findings

I find that the evidence does not support that the company has overcharged the customer nor provided its service at a level that falls below that which an average customer would ordinarily expect.

Outcome

The company does not need to take further action.

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ADJUDICATOR'S FINAL DECISION

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Case Outline

The customer's complaint is that:

- The customer complains about the service he received when the company called him on 7 February 2022 as they called him a liar, were abusive to him, (name calling, laughing at him) and said that their teams were inexperienced (the 1st Special Support Team (SST) adviser could not explain the customer's bill).
- During the same call, the customer was initially told that a sum of £40.00 said to be outstanding was for the August 21-Feb 22 period but this was wrong because in October when he received a £60.00 gesture of goodwill it reduced the balance to zero. Eventually the adviser admitted that the amount was for the current period.
- The customer feels that he always receives bad service when he rings as advisers are argumentative and call him a liar; the customer states his most recent calls to the company on 14 February, 17 February and 22 February 2022 were also really bad
- The customer feels that when the company sends him a bill there is always an issue with either fake or made-up amounts and the company has deleted his phone number more than once.
- The customer believes when he moved into his property, he was charged £60.00 for the previous tenant's usage, and he has never been given a refund for this.
- The customer has received a £170.00 Help U tariff refund which he has accepted, however is unhappy with the £30.00 goodwill payment offered for the level of service received. He would like an apology and more compensation for 7 years of bad service. The customer would also like the company's telephone staff to be re-trained to be fully equipped in how to provide service to vulnerable customers.

The company's response is that:

- An account was opened for the customer after he contacted the company in February 2016, to let the company know that he was responsible for charges. Because the Property is

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served by a water meter, the bills are based on all water that passes through the meter plus service charges, and are issued every 6 months, usually around February and August each year.

- The customer was billed on his usage through the meter until 31 March 2017, after which time his charges were capped by the application of the company's REDACTED tariff. This helps low-income households by putting a cap on the amount customers pay for their water, so they will never pay over the tariff amount for the year. The tariff is available to household customers, who are in receipt of a means-tested benefit and receive an income lower than a specified threshold.
- In relation to the customer's specific listed concerns, the company says as follows: Accuracy of bills and deduction of charges via benefit
- In a telephone call to WATRS (submitted as part of the application), the customer has said that he received a bill for £70.00 within a week of moving into the property. In addition, the customer has also raised concerns that money was deducted from his benefit without consent. The company denies this.
- As bills are issued six-monthly after the meter is read, the company sent the first bill for £12.84 on 22 March 2016. This bill covered charges between 26 February (the date the account was opened) and 18 March 2016 (the date of the meter read). The customer contacted the company on 5 April 2016 and told the company that he had not moved into the Property until 4 March 2016. The company amended the 'move-in' date to reflect this, and a revised bill for £10.65 was issued on 6 April 2016.
- Initially, a payment plan was set up for the customer at £25.00 each month, which reflects the average water usage expected for one occupier. Payments of this amount were received in April and May 2016, and further ad-hoc payments were received up to 5 August 2016, at which point the payments stopped.
- Further cyclical bills were issued on 24 August 2016 (£18.89 debit) and 23 February 2017 (£193.81 debit). On 25 February 2017 the customer contacted the company, and a fortnightly payment plan for £20.50 was agreed, to bring the account up to date. During this call, the company discussed a range of affordability tariffs, which may have assisted in reducing the charges. The customer said that he would be moving from the property in the near future and did not wish to consider these options at that time. The call notes relating to this contact have been provided below.

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- In July 2017, the customer fell three months behind with payments. to the equivalent of three months, and we wrote to let them know that the payment arrangement had expired.
- A further six-monthly bill was issued on 24 August 2017 (£286.37 debit), and the customer contacted the company on 30 August 2017 to discuss this. The company agreed to send the customer an application form for its REDACTED tariff. It also set a low value payment plan of £5.00 each week in the interim. During the call the company also discussed the Water Direct Scheme, and the customer agreed to proceed with an application. As such, an application was also made to the Department of Works and Pensions (“DWP”) for Water Direct payments. The company says that although on this occasion an application was made at the customer’s request, they do not require the customer’s consent to make a “supplier application” under the Social Security (Claims and Payments) Regulations 1987
- Under the Water Direct Scheme, a customer is enabled to pay their water charges and any debt by amounts (as determined by the DWP) directly from benefits. This slowly reduces arrears and helps customers gain control over their finances and customers receive an annual discount of £25.00 for the duration they pay by Water Direct.
- The company did not receive a completed REDACTED application form, or interim payments of £5.00, although Water Direct payments of £9.73 commenced on 19 September 2017.
- The customer contacted the company in October 2017 unhappy that Water Direct payments were £9.73 each week. This amount included £6.03 for current usage and £3.70 towards the arrears of £286.37. As a way to reduce the ongoing charges, the company says that it again again discussed our REDACTED tariff with the customer, and a further REDACTED application form was sent via postal delivery the same day. In November 2017, however, the company received contact from the DWP office, who told the company that this had not been received. They further advised that the customer wasn’t able to complete a form because of literacy issues.

The company contacted the customer by telephone and was then able to complete the application for him. The tariff was subsequently accepted and backdated to 1 April 2017, reducing the Customer’s balance from £222.45 to £189.76.

- Following the Customer being accepted to REDACTED, the company asked the DWP to reduce deductions to £6.87 each week, consisting of £3.17 for the current REDACTED charge, and £3.70 towards the arrears. By this means, the customer’s arrears were cleared in January 2019. The bill produced on 15 February 2019, showed the account to be in credit by £37.71, which was refunded to the customer at his request on 18 February 2019.

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- The customer asked again for Water Direct payments to be made on 8 November 2019. During a call to the company, the customer said that he had spoken with the DWP, and that they would consider direct payments for him because of his particular circumstances.
- The company received notification from the DWP that Water Direct payments were to commence on 10 December 2019 at a rate of £10.81 each week, which was higher than the amount the company had requested. The customer contacted the company twice on 30 December 2019, unhappy with the level of deductions. He denied liability for arrears and said that it had been wrongly calculated. The company explained that it would be happy with £7.11 each week, which consisted of £3.41 for the current HelpU charge and £3.70 towards the arrears (as no payment had been received since 23 August 2019).
- In light of these calls, the company contacted the DWP to ask that deductions stop. The DWP confirmed that payments would end, and that no further payments were taken from the Customer's benefit after 23 December 2019.
- The customer received four discounts of £25.00 as a consequence of the water Direct payments. In total, the Customer has received a discount of £100 off his bill.
- The customer's charges had been capped with the REDACTED tariff since 1 April 2017. A review of the account in February 2022 highlighted that the customer had not been financially benefitting from the tariff for some time. The company had previously made the customer aware of this, though his choice was to remain on the tariff. Because the customer had raised concerns that he was being overcharged, the company decided to remove him from the tariff, as it was the right thing to do. As such, the tariff was removed on 3 February 2022, and £170.66 was refunded to him, which is the amount he would have saved if not on the HelpU tariff. The company has increased the refund to £200.00 by way of apology for not removing the tariff sooner.
- In an attempt to resolve the customer's ongoing claims of poor service, a credit of £60 was applied to the customer's account in November 2021 and he confirmed at the time that he happy with this as a resolution. The customer has raised concerns that advisors have been abusive to him, name-called, and laughed at him, allegations of which the company says that it takes very seriously. Whilst investigating this matter again and reviewing 62 calls with the customer over the last one-year period (the time for which call recordings are retained), the company says that it has found no evidence of this.
- The customer has also raised concerns that his telephone number has been deleted from his records without his consent, and the company confirms that this is the case. The mobile telephone number was removed from its records following telephone calls from the customer

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about a reminder SMS text message relating to an overdue payment. The company says that because of the nature of the telephone calls received, a decision was made to remove the mobile telephone number to prevent any further reminder SMS text messages being sent, though the company says that it appreciates it may have been helpful to advise the customer of this.

- The company says that the customer has shared information of his personal circumstances during telephone calls with the company. To provide additional support, the company added the customer to its Priority Services Register in December 2017. This means that if the water supply is disrupted for a period of four hours, the company will deliver bottled water to them free of charge.
- We have also arranged for the Customer to speak with one of its Specialist Support Team. In May 2019 the company developed a Specialist Support Team, specifically designated to assist customers who need additional support. The Specialist Team are highly trained in all areas of vulnerability and can assess whether a customer is eligible for any of its support tariffs, as well as being able to signpost customers to third-party organisations where appropriate.
- In respect of the resolution requested by the customer, the company says that it has provided all practical support it is able to offer. It has satisfied itself that its service has not fallen below a proper level and does not believe any additional recompense (above what has already been provided), to be due.

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.

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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.

I also confirm that I have noted that the parties have read my Preliminary Decision and also that the customer has expressed his dissatisfaction with the outcome. The outcome is the same, however, in the Final Decision.

How was this decision reached?

1. The customer, who has stated to the Consumer Council for Water (CCWater) that he is dyslexic and struggles to read and write and who also has told WATRS that he has special needs and mental health issues, has complained about various aspects of the company's customer service and about the calculation of his bills.
2. Some of the customer's complaints have been explained in a lengthy recorded telephone call with WATRS as well as in the file supplied by CCWater and other documentation supplied by the company. It is clear from all the evidence put forward that the customer is very unhappy about the handling of his account by the company over a period of, he says, seven years, including the making of demands for payments, aggressive phone calls, threats to send in the bailiffs, and billing that he says has been incorrect and not properly explained. The customer says that "5 times in a row" he has successfully taken his concerns to "the Ombudsman" but there is no supporting evidence for this. CCWater says that the customer has raised five complaints but there is no evidence that the issues that the customer has raised here have previously been addressed by WATRS. The company also has not said that the customer's complaint has already been determined by an adjudicator. I find that there is therefore no reason why I should not accept jurisdiction to deal with the customer's complaint to WATRS.
3. In so doing, I remind the parties that adjudication is an evidence-based process. Accordingly, no matter how strongly a party may believe that certain events happened, I am unable to reach a conclusion in favour of this belief if there is no evidence (whether by way of documents and explanations or by inferences drawn from facts and circumstances) which supports that point of view.
4. I now turn to the customer's concerns.

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Calculation of the customer's account and deductions from benefits without consent.

Bill for a previous tenant

5. The customer has complained that at the start of his dealings with the company, he was asked to pay a bill of £70.00. In CCWater's documentation, this is referred to as a bill for £60.00 which the customer believes was attributable to a previous tenant.
6. The company has submitted copies of the bills as Appendix 1 and 1a. These do not show any charge relating to a period before the customer took up occupation of the property (although the commencement date was adjusted at the customer's request) and following the adjustment the total bill was £10.65.
7. I am unable, therefore, to conclude that the customer was asked to pay a bill in respect of a previous tenant. The company has drawn attention to the fact that in the telephone call between the customer and WATRS, the customer referred to an account with REDACTED and it suggests that some confusion may have occurred. I make no finding as to this, but I make clear that I can find no evidence that supports the customer's belief that he was wrongly asked to pay a large bill at the point when his account was opened.
8. I find that there is no evidence that the company failed to supply its services to the expected standard in this regard.

Payments from benefits

9. The customer has also complained that payments for his water charges have been taken out of his benefits without his consent. The company has pointed to a conversation in July 2017, in which the customer agreed to this and an application form was submitted. The call notes relating to this contact have been provided to me and I am satisfied that this conversation occurred. A copy of the application is provided as Appendix 2 to the company's response.
10. The company has also pointed out that at the time that the application was made to DWP, the customer was in arrears with his payments and therefore the company had a right under law to ask the DWP to make payments directly. As this assisted the customer to reduce

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indebtedness at a rate which I find it was deemed by DWP that the customer would be able to afford, and the amount of the deduction was in due course reduced (with a backdated HelpU allowance) such that the arrears were paid off in early 2019, I find that the company has acted in a way that an average customer would reasonably expect. I do not find that this was an act of harassment or unfair treatment towards the customer who has been helped to avoid incurring a large debt that he might not have been able to repay.

11. The company has stated that the next application in December 2019 for Water Direct payments was also made at the customer's request. A copy of the application is provided as Appendix 3. A dispute, however, arose about the amount of the deduction. The company had wanted only a payment of £7.11 but the DWP had deducted £10.81. The customer said that in a three-way call it had been agreed that £3.41 would be deducted. He raised his concerns about this in two telephone conversations in December 2019 but the company was not able to find evidence of a three way call with DWP. I also am unable to find evidence that such a call had taken place. The company's call records explained to the customer that it would take time for changes to be made to the payments deducted by DWP and I find that it is probable that this would be so. The notes of this call indicate that the customer was not happy about this state of affairs and disconnected the call. In the light of this, the company asked DWP to stop the Water Direct payments altogether, and the company says that this occurred on 23 December 2019.
12. The company says that as a consequence of these matters, the customer has received a discount of £100.00 from his bill including £25.00 made in error in August 2019.
13. I find as to these matters that the company was entitled to expect payment of arrears from the customer. Although it is unsatisfactory that the parties and DWP were not in agreement as to the correct deduction from the customer's benefits at this time, there is no clear evidence that this problem arose as a consequence of an error by the company and the company then took action to stop the direct payment from the customer's benefits. I am not able to reach a conclusion that the company failed to provide its services to the expected standard.

The REDACTED tariff and overcharging

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14. The customer believes that he has been overcharged. The company has carried out a recalculation of the customer's bills, however, and has not been able to find an instance when he has been overcharged. A copy of the calculations is provided within its response to CCWater at Appendix 4 and Appendix 5.
15. The company has explained, however, that it has removed the REDACTED tariff as it was had ceased to be beneficial and has rebated this in the sum of £170.00 and made a goodwill payment of £30.00 which it explains it has applied because it did not remove the tariff sooner. The customer has made clear, however, to the company, to CCWater and in his call with WATRS, that he does not regard this is sufficient to compensate him for what he regards as seven years of error, incompetence and harassment and complains also that the company has unfairly said that the customer will not be paid more. I deal with this issue below.
16. On the question of overcharging, however, having regard to the company's calculations, the customer has not pointed out precisely where he says that the calculation is incorrect and I am not able to find on the basis of the company's calculation that the company has gone wrong.
17. It follows that I do not find that the company has failed to supply its services to the expected standard in relation to the financial side of the customer's claim.

Customer service

Rudeness

18. I am mindful that in calls between individuals in circumstances in particular where a customer is unhappy about a course of action that the company intends to pursue, it is possible for participants to express themselves with high emotion and for there to be misunderstandings. The company says that calls with the customer have been challenging at times, although it says that having listened to a large number of available call recordings, it is satisfied that the company has only tried to assist him. The company has provided a sample of calls at appendix 6A to H of its response and I have listened to these, which have involved several hours of discussion between the parties. In the calls, the customer has raised the complaints that have been raised in this adjudication and also other complaints. It

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is sometimes difficult to follow the customer's complaints because a variety of issues are raised tangentially. The customer has claimed that previously individuals or organisations had found a situation to be "disgusting" or that the Ombudsman has investigated and found matters to have been amiss. I have to consider whether in the calls that I have heard there is supporting evidence for the customer's claim that he has been abused, laughed at, etc. by the company. I find that, although on some occasions the evidence shows that members of staff have disconnected calls in response to abuse, all the calls that I have listened to have shown staff members to have listened with patience and, I find, made genuine attempts to unravel the nature of the customer's complaint from general descriptions, such as that a section of the company has been causing problems or that his bills are wrong and he has been mistreated. Although the customer has said in these calls that he has been the subject of abuse and has been victimised by the company, I am satisfied that there is no evidence of this in these calls themselves.

19. While I note that the company was in a position to select the calls that have been put forward, on balance, and taking into account the nature of the calls themselves and that interpersonal communications can be problematic as described above, I conclude that there is no supporting evidence on which I could find that the company has provided the sort of poor service that the customer complains of.

Call of 7 February 2022

20. The customer makes specific reference to the call of 7 February 2022. The company has provided a recording of a call with "REDACTED" of the company, but the customer had already spoken to representatives of the REDACTED. However, I can confirm, having listened to the call with "REDACTED" that the company did not accuse the customer of lying. The company's view was that the customer owed a sum of £40.00 and that in November 2021, the customer had agreed to a payment plan that had not been paid. The customer said that the agreement in November 2021 was that the bill had been discharged for the period up to February 2022 and that the company was not entitled to raise a bill for £40.00 (in fact £40.67). Although this is not consistent with the call recording of 17 November 2021 that I have listened to (in which I find that the customer agreed to a payment plan commencing in January 2022), nor with the bills that I have seen, the customer accused the adviser of "coming back with some stupid answer" and said that he was corrupted and would have to pay £10,000.00 in court.

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The call ended when the customer was abusive to the adviser. I am satisfied that at no stage in that call did the company laugh at the customer or call him a name.

21. As the company's position is consistent with the documentation supplied to me and with the agreement reached in the call recording of 17 November 2021 which I have listened to, I find that the company did not provide poor customer service.

Removal of telephone number

22. The customer complains that he found out when telephoning the company that the company removed his telephone number from its records. The customer regards this as a matter of poor customer service. The company, on the other hand, has explained that the reason for this was to prevent the company sending the customer in future an SMS message about arrears, which he found to be objectionable. The company acknowledges that it would have been better if the customer had been informed that this was the case.

23. I find that where the company applies a resolution to a customer's concern, it would reasonably be expected by an average customer that he should be told what resolution had been applied. I therefore find, that is the company says it did not do this, in a minor way it fell short of the service standards that would reasonably be expected. However, put into the context of the parties' dealings as a whole, I am unable to find that this was so serious matter that it would warrant any further redress to the customer above the payment of 60 pounds that the company made in November 2021.

Harassment

24. The customer has also complained of harassment by the company in relation to its billing. This has been the subject of some of the telephone calls that I have listened to. It is clear from these that the customer has taken exception to receiving letters from the company advising him that he is in arrears. He finds this all the more frustrating because he is not able to read these, and they have in some instances arrived when the customer believes that he has made full payment. I accept that this would have been a source of frustration, although it is not inevitably the case that sending such letters falls short of expected standards if in fact payment is due.

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25. An illustration arose in one call in which the customer said that he had received three letters in four weeks because the company said that he was in arrears. The customer objected to this but equally said that he was not prepared to make a payment to pay off the balance. His reason was due to his dissatisfaction with the company. The adviser explained to him that the consequences of this would be that he would receive another letter. It is clear from the customer's reaction that he believed that this was an instance of poor customer service by the company, and he claimed in demonstrative language that the adviser was not listening to him. In due course the adviser terminated the call.
26. I do not find a call of this nature to have been harassment of the customer. I find that an average customer would believe this to reflect the company's commercial need to try to obtain payments of outstanding balances for services that the company had supplied. I have taken into account that during this period the customer was paying more than would have been required had the REDACTED tariff been removed at that point, and it may be that the amount of the arrears would not have built up if this had happened. However, there is no evidence that the customer had asked the company to change his tariff at that point and the company says that the customer had refused to make this change when it was offered. I find that an arrears position had developed on the customer's then existing tariff, and it is notable, in that conversation, and indeed in other conversations with the company's advisers that, although the customer believed that he had paid the bill, he had not taken into account the passage of time. A further illustration arose in relation to the conversation that occurred in February 2022 following a credit of £60.00 paid to the customer's account in November 2021 by a case manager. The customer did not accept that a new payment would need to be made in February 2022, even though this was explained to him by the adviser who was looking at the customer's payment record.
27. Moreover, although the customer has said in his conversation with WATRS that the company had threatened to cut off his water supply, I have not found evidence of this
28. Again, on the basis of the evidence that is available to me I am not able to reach a conclusion that the customer has been the victim of harassment by the company.

Assistance given to the customer

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29. The company has also pointed out, and the evidence supports that there are many ways in which the company has provided help to the customer as a vulnerable person. This has included:

- help in making REDACTED applications;
- refunding a difference in charges where this had ceased to be beneficial to the customer and making a goodwill payment amounting to some £200.00;
- providing help with Water Direct;
- placing the customer on its Priority Services Register;
- allocating the support of its Specialist Support team to the customer's case;
- reviewing the calls that the customer complained about; and
- making a goodwill payment of £60.00 in November 2021.

30. I find that an average customer would consider that these actions represented appropriate adjustments to assist the customer.

Conclusion

31. It follows from the matters that I have set out above that I do not reach a conclusion that the company has failed to supply its services to the customer in a manner other than would reasonably have been expected by an average customer. Although I recognise that the customer is distressed and disillusioned with the performance of the company, I find that the customer is therefore unable to succeed in his claim for a further remedy.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will then be closed.

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- 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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Claire Andrews

Claire Andrews, Barrister, FCI Arb.

Adjudicator

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