

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X911

Date of Final Decision: 19 May 2022

#### Party Details

Customer:

Company:.

#### Complaint

The customer claims that the company either did not send any correspondence or incorrectly sent all her correspondence between October 2017 and October 2021 to her previous address, which has led to a large outstanding balance and the company unreasonably employing its debt collections to recover the outstanding balance. The customer is seeking the company to apologise and admit that no bills were sent to her previous address.

#### Response

The company admits that it was unreasonable for it to continue to attempt to collect a balance which had built up when bills were posted elsewhere. The bills reflected the customer's consumption at her current property, and therefore the balance is correct and due. However, due to an error, the customer's correspondence address was not changed when she moved in October 2017, and this resulted in her bills being sent to her previous address. In recognition of this failure, the company removed the charges for the customer account for the period 27 February 2017 and April 2020. Furthermore, as a further gesture of goodwill, the company has offered to remove the 2020-21 charges in addition to the previous charges. The company has not made any further offers of settlement.

#### Findings

I am satisfied the evidence shows the company did fail to provide its services to the customer to the standard to be reasonably expected regarding sending correspondence and bills to the customer's previous address. The reasons and evidence provided by the customer are sufficient to justify that the company apologise and remove the customer's charges for 2020-21.

#### Outcome

The company shall apologise and remove the customer's charges for 2020-21.

The customer must reply by 9 June 2022 to accept or reject this decision.

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# ADJUDICATOR'S FINAL DECISION

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## Case Outline

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

- The company either did not send any correspondence or incorrectly sent all her correspondence between October 2017 and October 2021 to her previous address.
- This has led to a large outstanding balance, and the company unreasonably employing its debt collections to recover the outstanding balance.
- The customer is seeking the company to apologise and admit that bills were sent to her previous address.

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

- It admits that it was unreasonable for it to continue to attempt to collect a balance which had built up when bills were posted elsewhere.
- The bills reflected the customer's consumption at her current property, and therefore the balance is correct and due.
- However, due to an error, the customer's correspondence address was not changed when she moved in October 2017, and this resulted in her bills being sent to her previous address.
- In recognition of this failure, the company removed the charges for the customer account for the period 27 February 2017 and April 2020.
- However, as a further gesture of goodwill, the company has now offered to remove the 2020-21 charges in addition to the previous charges.

## How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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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?

1. The dispute centres on whether the company, between October 2017 and October 2021, sent any correspondence to the customer or if it did send correspondence whether it was incorrectly sent to her previous address.
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 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 7 February 2017, the customer informed the company that she had moved out of a property located at REDACTED and moved into a new property located at REDACTED.
5. The documents show that the company made an administration error while updating the customer's details, resulting in the customer's correspondence address remaining as REDACTED. However, the remaining details were correctly updated to reflect the new property at REDACTED. The evidence shows the company sent its bills and correspondence between October 2017 and March 2021 to the customer's previous address.

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6. Following contact from a debt collection agency, the customer contacted the company in October 2021 to query why it was chasing her for a debt when she had never received any bills or correspondence from the company. Various further correspondence between the customer and the company resulted in the company confirming that it was billing the customer the correct sums based on her consumption at her new property. However, it admitted that the bills and correspondence had been sent to the customer's previous address. Considering this, the company cancelled the customer charges between February 2017 and April 2020.
7. The evidence shows that the customer remained unhappy with the company's position and the customer progressed the dispute to CCWater in November 2021. However, the evidence indicates that CCWater was unable to resolve the dispute. The final position was that the company would not remove the charges for 2020-21 as it was of the view that the customer would have been aware that she had not paid any water charges and that it had contacted her in June 2020 by text. The customer remained unhappy with the company's final position, and in March 2022, the WATRS adjudication process commenced.
8. As to whether the company, between October 2017 and October 2021, sent any correspondence to the customer or if it did send correspondence, whether it was incorrectly sent to her previous address, I note the customer's comments that the company had lied to her and in fact, no bills had been sent to her at her previous address. On careful review of the various correspondence put forward in evidence, I find that on the balance of probabilities, bills were sent to the customer. However, I find that they were incorrectly sent to the customer's previous address.
9. Based on the evidence, the customer's letters and bills were sent to REDACTED. The evidence shows that this address was the customer's previous address which the company failed to update correctly when the customer notified the company that she was leaving the property. Therefore, I find it was the company's fault that the customer did not receive the letters or bills sent as the company was aware of the change of address. Considering the above, I find that it has been proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its correspondence.
10. The company admits within its response that it was unreasonable for it to continue to attempt to collect a balance which had built up when bills were posted elsewhere and has removed the charges for the customer account for the period 27 February 2017 and April 2020. I note that the company has offered to remove the 2020-21 charges in addition to the previous charges, and in

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my view, this would adequately compensate the customer for its failure to send the bills and correspondence to the correct address. Accordingly, I direct the company to remove the 2020-21 charges for failing to provide its services to the customer to the standard to be reasonably expected by the average person concerning its correspondence and bills.

11. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person, as explained above. Furthermore, I am not satisfied the company has sufficiently apologised or paid recompense where appropriate within its dialogue with the customer. Therefore, I find the company is required to provide an apology.
12. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's response documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why it sent its correspondence and bills to the wrong address. Furthermore, reviewing the various correspondence, I am satisfied that once this issue was highlighted, the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances.
13. The customer and company have made various minor comments on the preliminary decision. Having carefully considered the various aspects of the customer's response I find that they do not change my findings, which remain unaltered from the preliminary decision. I note the company's agreement to remove the customer's charges for 2020-21.
14. Considering the above, I find the customer has proven that the company failed to provide its services to the customer to the standard to be reasonably expected regarding sending correspondence and bills to the customer's previous address. The reasons and evidence provided by the customer are sufficient to justify that the company apologise and remove the customer's charges for 2020-21.

#### **Outcome**

The company shall apologise and remove the customer's charges for 2020-21.

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## What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 9 June 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 FCI Arb**  
**Adjudicator**

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