

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X937

Date of Final Decision: 26 May 2022

Party Details

Customer:

Company:

Complaint

The customer says the company billed her in error and staff were rude in communications. She wants the company to apologise and pay her compensation totalling £12,788.00 comprising of £2500.00 for distress and inconvenience; £288.00 to cover incorrect charges; £5000.00 for humiliating her and £5000.00 because the company asked her to read her water meter despite her disability.

Response

The company says it billed the customer correctly and took debt collection action in line with its Charges Scheme. It did not have enough information or evidence to say staff were rude but it credited the customer with £20.00 as a goodwill gesture. It does ask customers to read their water meters but it would not have insisted on this if the customer refused. It denies the claim.

Findings

The evidence does not show the company failed to provide its services to the standard to be reasonably expected.

Outcome

The company does not need to take any action.

The customer must reply by 27 June 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company sent her bills and took debt collection action against her even though another person occupied the property and was responsible to pay.
- Her bills were very high and she does not believe the company applied the Water Sure discount as it should have done.
- When she spoke to the company by phone staff hung up on her and mocked her accent.
- The company asked her to read her water meter even though she struggled with this due to a disability.
- She wants the company to apologise and pay her compensation totalling £12,788.00 comprising of £2500.00 for distress and inconvenience; £288.00 to cover the charges of the previous occupier; £5000.00 for humiliating her and £5000.00 as staff asked her to read the meter.
- She did not comment on the company's response.
- She did not comment on a preliminary decision.

The company's response is that:

- Upon the customer's querying high bills in August 2020 it explained she still benefited from the Water Sure discount but this cap on charges only applied once her bills reached a certain level and they were below this.
- It had sent estimated bills and then there was a higher bill upon taking an actual meter reading as this covered earlier shortfalls. It will take at least one meter reading a year. However in 2020 it made two unsuccessful attempts because a car was parked over the meter pit in the road.
- Its agents are encouraged to ask customers to provide their own meter readings when they are unhappy about an estimated bill as it can often speed up the process of providing an accurate

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bill to them. However, they are also trained to only ask customers to provide their own meter reading if it is safe for them to do so. It is always happy to take a meter reading itself if a customer requests this to and would never insist on a customer providing one if they did not feel comfortable doing so. It apologises for any offence caused by its request.

- Both the customer and a third party were named account holders and so jointly and severally liable for the bills. It pursued the customer for overdue balances as she was the primary account holder.
- In June 2021 the customer complained that the council had marked her credit file for late payment. She was unhappy about receiving estimated bills previously and said she could not read the meter due to a disability. It agreed to call her back in 10 days but did not.
- In July it spoke to the customer. It explained its credit reporting was correct and tried to arrange an appointment to read the meter. The customer then said she had been asked to read it in the past and she was also unhappy that staff had laughed at her in the past.
- Despite carrying out its debt recovery process correctly, as a gesture of goodwill, it asked the credit reference agency to remove the previous negative payment history from the customer's credit file. It credited the customer with £20.00 in light of her complaint of poor staff behaviour, even though it could not verify this. It also credited £10.00 for not calling the customer back and £20.00 for not responding to an email. It denies the claim.

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.

How was this decision reached?

1. The company has provided extracts from its system, copies of account notes, copies of correspondence exchanged with the customer, extracts from its Charges Scheme and a record of the customer's billing history in support of its submissions. On review of the supporting documents I am satisfied the company has proved its assertions are accurate and I have based my findings on this evidence.
2. The company is entitled to recover payment from any person named on the account, to take debt recovery action as necessary and to report late payments to credit reference agencies. While I can appreciate the customer's surprise and disappointment at finding a third party had not paid the bills as expected, it remains that the company was entitled to recover payment from her in line with its Charges Scheme. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
3. The company has evidenced, with reference to the customer's bills and the terms of its Water Sure scheme, that it applied this discounting scheme correctly. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
4. The company's policy is to take at least one meter reading per year. It has provided records to show it made two unsuccessful attempts to read the customer's meter in 2020 and these failed due to factors beyond its control. In such circumstances I do not consider the company failed to provide its services to the standard to be reasonably expected.
5. The company accepts it would have asked the customer to take a meter reading but there is no evidence it insisted upon this after she informed of any disability or reluctance to do this. The evidence does not show company failed to provide its services to the standard to be reasonably expected.

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6. I have not seen any substantive evidence that shows company staff intentionally disconnected calls with the customer or mocked her. However I note the company has apologised and credited the customer's account with a goodwill payment of £20.00 in the event this occurred. The evidence does not show company failed to provide its services to the standard to be reasonably expected and I am satisfied the company nonetheless provided a suitable remedy.
7. I appreciate the customer may be disappointed with my decision. It is clear she has had a difficult time and suffered distress. However, I cannot direct a remedy where the customer has suffered through no fault of the company. Therefore, while I recognise the customer has faced difficult circumstances, the evidence does not show the company failed to provide its services to the standard to be reasonably expected.

Outcome

The company does not need to take any action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 27 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.



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

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