

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X943

Date of Final Decision: 27 June 2022

#### Party Details

**Customer:** The customer

**Company:** The company

#### Complaint

The customer complains that the company failed to attend an appointment to instal a water meter and that, due to the inconvenience and distress that he has suffered, he is entitled to compensation of £2,500.00 in addition to the £100.00 compensation that he has already received. The customer also complains about delays in replying to his correspondence.

#### Response

The company says that the customer has received compensation in accordance with its Customer Guarantee Scheme (CGS) and certain goodwill payments. The company has also reduced its charges to a rate that would have reflected metered billing, backdated to 17 April 2021 and made a goodwill payment in relation to its omission to do this. The company denies that the customer is entitled to further payments.

#### Findings

Although I find that the company has failed to provide its services to the expected standard in respect of (1) a missed technician's appointment, (2) the late application of a rebate to reflect that because of the missed appointment the customer had remained on billing according to the rateable value of his home and (3) certain late replies to correspondence, the company has provided apologies and financial recompense to the expected standard or slightly in excess of this. Accordingly, although I acknowledge the distress and inconvenience caused to the customer in relation to the missed appointment, I find that no further remedy is due.

#### Outcome

The company does not need to take further action.

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## Case Outline

### The customer's complaint is that:

- On 17 April 2021, he asked the company to instal a water meter, on 21 April 2021, he received a message by text telling him that an appointment had been booked for 3 June 2021. The customer, who is a single parent of two children took the day off work without pay. He says that he received a telephone call from an engineer in which the engineer stated that he had been given the wrong address. Following this, no-one attended, and no phone call of cancellation was made.
- On 4 April 2021, the customer complained to the company. No-one responded until 19 April 2021 (although WATRS sent an application form on 20 April 2021 which the customer completed.) The customer continued to ask for updates up to 18 January 2022. On 26 January 2022 he was told that his case was closed.
- On 27 January 2022 the customer tried to find out why his case was closed while he was not aware and nobody informed him. On 23 March 2022 the customer received another call from the company. The customer says that the company re-opened his case and advised the customer to start again. He says that he was sent "a compensation form" for £2,500.00.
- The customer says that it is not fair that by its own choice the company cancelled his appointment, then closed his application, and by choice said that the missed visit amount is £100.00 while the compensation amount is £2,500.00 and the customer had to start his enquiry again.
- The customer says that once the company sent the customer the compensation form of £2,500.00 it meant the company had realised its mistake, the stress he had on that day but now after 11 months the company has said that the compensation should be £100.00 not £2500,00, The customer says that "this is very strange".

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- The customer re-opened the case and when through the process again from 27 March 2022. He says that the compensation form says on page 9, para 7.4 is “Compensation for distress and inconvenience are limited to £2500”. He says that the company should pay him £100.00 promised plus £2500.00.

**The company’s response is that:**

- The company says that Ofwat, the water industry regulator, has set a Guaranteed Standards Scheme (GSS) and water companies can elect to pay the amounts specified by Ofwat, or they can, if they wish to increase the amounts for any failures of service specified. The company’s own Scheme is called the Customer Guarantee Scheme (CGS).
- One of the standards is concerning missed appointments. The Consumer Council for Water (CCWater) has addressed this with the customer in their correspondence.
- The customer has received the CGS payments he is entitled to along with a goodwill gesture which is proportionate to the situation.
- The company explains that:
  - The customer has held an account with effect from 1 April 2021. His account number is **XX**. He is in receipt of WaterHelp tariff where he obtains a 50% discount on his bills because he is on a low income and fits the eligibility for this tariff.
  - Initially when his account was opened, the water services charges were based on the Rateable Value (RV) of his property. The basis of RV when used for billing can be found in the Water Industry Act 1991 and the company’s Charges Scheme. The customer’s yearly bill for 2021/22 was £450.51 and the customer was asked to make monthly payments of £40.95 to ensure the bill was cleared by 31 March of the following year. This is consistent with the Charges Schemes.
  - From this bill, the customer registered for online account management and applied for a meter on 17 April 2021, he also submitted a WaterHelp Application Form which the company received, processed and granted.
  - On 21 April 2021 the customer received notification that the company would be attending his property on 3 June 2021 between 8 am and 1 pm.
  - On 3 June 2021, the customer used the company’s Webchat service to advise at 12.04 that the Technician had called him to say he was on the way to his property but then apologised and advised that he had been given the wrong address due to a computer error and the wrong address being added to his job. The company says that the customer was thereby notified that the technician would not be able to attend

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- his property after all that day. The company apologised to the customer again and gave him the telephone number for the metering appointments team so he could call them to rebook. The company says that as the customer was notified that the company would not be attending in the hours stated, he wouldn't be entitled to a payment of £50.00 for this non-attendance under the terms of the CGS.
- On 4 June 2021 the customer advised that no one had arrived and wanted to know who was responsible to pay his wages for his day off.
  - The customer complains about a delayed response to this message. The company explains that if it fails to reply to written complaints within ten working days, customers are entitled to a CGS payment of £20.00 which is credited to their account. Failure to provide this payment automatically within a further ten working days means a customer is entitled to an additional £10.00 credit. On 10 August 2021 the company sent a text to the customer advising that it would call him about his complaint. As this contact was outside the ten working day timescale, the customer was due £20.00. The CGS payment of £20.00 was credited to his account.
  - The company provided a goodwill gesture of £50.00 as he did not qualify for a CGS payment in relation to the technician's visit and a further £50.00 to say sorry. The company raised a further metering survey (FOSS) for him over the telephone and advised he would be contacted about an appointment. These payments were credited to his account.
  - On 21 September 2021 the meter was fitted to the water supply. His account was updated to metered charges from that date as part of an automated procedure and this was confirmed on 29 September 2021
  - On 6 October 2021 the customer wrote to the company about his bill and payments made. Explaining that he is a part time key worker, due to family circumstances (unexpected deaths in my family) causing stress and the bill causing more stress, he asked the company to check whether the bill was correct.
  - On 8 December 2021 following a telephone conversation with Mr **XX** about his bills and payments a further £20.00 CGS was added to his account as shown below:
  - On 4 February 2022 the customer wrote to the company and sent in two attachments. One of these was a completed WATRS Application Form.
  - On 23 February 2022 the company spoke with the customer belatedly to advise him that the company would not meet this claim. He asked for the complaints process and an email was sent the same day. The customer was due a further £20.00 CGS for this late reply and this has been credited.

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- On 10 March 2022 the customer wrote to the company and to WATRS asking for the contact details for CCWater. WATRS replied to the customer, so the company did not also reply. The company subsequently received a WATRS Application Form.
- In terms of the actions that the company has taken, it says:
  - It has apologised on several occasions for the metering technician not arriving at the customer's property because he went to the wrong address. Whilst the Technician did call Mr **XX** before 1pm to let him know this, the company has given a total gesture of £100.00 to say sorry.
  - Another appointment was booked and the meter fitted meaning the customer's account is now based on metered charges and with an additional 50% discount under the WaterHelp tariff. The customer told the company that he was happy with the resolution of his complaint.
  - When the customer made enquiries regarding his payments as he believed some of these had not been credited to his account, the company resolved this to his satisfaction.
  - The customer has received all CGS payments he is entitled to. Further, the company sent standard responses to his emails advising of the delays it was experiencing as shown with the customer WATRS Application and dated 4 June and 17 November 2011 (*sic*).
  - The company has explained that it will not consider his claim for £2,500.00 for missing the original metering appointment because this disproportionate to the facts of this case and the customer has not given evidence to confirm that he had to take an unpaid day off work and that his children would not have gone to childcare on that particular day in any event. However, even if company received this evidence, it would probably not have considered itself responsible for these costs as Ofwat has advised that under GSS, the payment for missing an appointment without notification is £50.00.
- The company says that it sincerely regrets all and any delays responding to the customer's correspondence. Following the Covid pandemic it has had significant backlogs of work while staff have been working from home, dealing with their own illness and family illness and home schooling their children. Whilst the worst of the pandemic was in 2020, the effects of working from home and all the other issues have meant that the backlogs have continued and they remain today. This could not have been foreseen, nor prevented. Many companies

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are also in the same position. However, as this Defence sets out, the company has acknowledged and apologised for any delays and provided all CGS payments

- The company disputes the customer's understanding of WATRS rules whereby the maximum non-financial loss which can be claimed, with evidence to support that loss, is due to a fault with service or the amount of goodwill payment. The company says that if a customer remains unhappy with the way a complaint has been handled by a water company, they are entitled to ask CCWater to take up their complaint. If the matter still cannot be resolved to a customer's satisfaction, they may apply to WATRS where the maximum compensation is £2,500.00. Awards are provided on a tiered system based on the facts of the case.
- The company also addresses the customer's email to the company of 4 February 2022. Although this issue was not raised in his WATRS Application, the company realises that it owes the customer an apology and adjustments to his charges. As the customer initially applied for a meter on 17 April 2021 and his survey and meter fit should have been done on 3 June 2021. As it was fitted on 21 September 2021, the company should have charged him standing charges only from 17 April to 21 September 2021 because the delay was due to the company's mistake. The company apologises that this was not done before. This means the customer will receive a credit to his account because metered standing charges for that period are considerably lower than the RV charges for the same period. In addition, it will be arranging for a goodwill gesture of £50.00 to be credited to the customer's account for this oversight and to say sorry. The customer will receive an email and a revised water services statement within the next ten working days confirming these transactions have taken place and how much his new credit is on his account. At the time of writing the response, the customer's account was in credit by £301.97.

### 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.

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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.

I confirm that I have considered the customer's comments on the Preliminary Decision, although this has not affected the outcome.

### How was this decision reached?

1. The customer has submitted two application forms in this matter. Although these are expressed differently, I find that the gist of both applications is the customer's concern that he took time off work in order to meet an appointment with a technician so that his water meter could be installed but the visit did not take place. He explains that his personal circumstances are difficult as he is recently a widow responsible for two young children and he has a part time job as a key worker which is not very well paid. He describes this situation with considerable clarity in response to the company's defence.

*The main reason is to fill the form of compensation is I went through really distress / stressful time on that day. Imagine for a while if you are a single parent, no family support, no social support, kids are traumatised because their mother was passed away, I am the patient of hypertension, do all arrangements of appointment in advance related myself, kids and others to make sure engineer will not face any trouble, to cancel other social, official, personal activities only because company booked my day for a reason, at work place already facing pressure because taking day off, in result nobody informed and nobody turned up.*

2. I fully accept that the circumstances on the day of the expected technician's visit on 3 June 2021 were, in their context, difficult for the customer to have dealt with and were stressful and I further find that the customer is economically and emotionally vulnerable.

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3. I find that this situation is likely to appear more stressful to the customer because the company says that the customer was given notice that the technician would not attend. I find that this position must be an additional frustration for the customer because, on the submitted evidence, the timing of which is agreed by both parties, the customer was not given 24 hours' notice prior to the appointment, which is the expectation of its CGS Scheme. The company has supplied a photograph of the information supplied to customers about appointments in its CGS Scheme

XXXX Redacted screenshot XXXX

4. At best, the customer having made all necessary arrangements for the visit, the notice that he was given, if it was supplied at all, was supplied approximately one hour before the time slot for the technician's attendance had expired. I accept that from the technician's call to him, the customer understood at about midday that he would not then be receiving a visit because his webchat complained that he had missed the appointment.
5. Nonetheless, the test that I have to apply is whether the company has supplied its services to the standard that an average customer would reasonably expect. As a starting point, I make clear that an average customer would not reasonably expect that a customer would be paid a sum of £2,500.00 for a missed appointment. Although the WATRS application form (and the WATRS Scheme rules) explain that compensation for inconvenience and distress will not exceed this figure, this is a maximum amount. The customer's comments on my Preliminary Decision indicate that the customer may not have realised this. However, this sum is not a fixed sum payable whenever inconvenience and distress has been suffered and I find that the company has not at any time promised to pay the customer this amount by way of compensation.
6. Rather, as the company explains in its response to the claim, compensation for inconvenience and distress is assessed according to the particular circumstances, including

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information provided to customers in the company's Charges Scheme and other publications as to what will be paid.

7. In this case, the company has submitted evidence (as photographed above) that the amount that will be paid for a missed appointment is £50.00. This is significantly in excess of that required by law, which Ofwat also explains, is £20.00. Although the customer describes this as a "fine" for missed standards, I find that this is not a correct categorisation. This is not a fine paid to Ofwat but a compensatory payment to the customer for the distress and inconvenience that is caused by certain failures to meet service standards including missed appointments. I therefore agree with the customer's submission in reply to the company's response that there is a difference between a fine and compensation for loss and inconvenience, but I disagree that the sum of £20.00 (or £50.00) is a fine. Even though the minimum amount of the payment (£20.00) is set by the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008, I find that the CGS payment is a compensatory payment of the same amount for all its customers to compensate them for inconvenience for which the company would not otherwise be liable. While I recognise that for some customers, the inconvenience would be minimal, for others, including, but not limited to the customer, the inconvenience would be substantial, the amount payable is fixed, published to all customers and payable to all customers.
8. It follows from the above that I find that an average customer would reasonably expect the customer to have been paid £50.00 by the company in respect of the missed appointment on 3 June 2021.
9. I note that the company did not make this payment until 10 August 2021 (and still did not recognise this obligation but treated it as a matter of goodwill), but it did make an additional compensatory payment of £50.00, so making a total sum of £100.00 paid for this missed appointment and the late payment. This is £70.00 greater than the minimum required by Ofwat and £30.00 greater than the payments required under the CGS. Taking the above into account, I do not find that an average customer would consider that any further sum should be paid.
10. While I take into account that the customer says he has taken a day unpaid from work and has incurred childcare costs, these claims have not been supported by evidence. In any event, as the company is not liable in general for costs that enable a customer to attend an

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appointment (whether the appointment takes place or not), I find that an average customer would not reasonably expect the company to make a further payment in relation to the events of 3 June 2021.

11. I find that where a customer has lost out on a financial benefit through the company's fault, an average customer would reasonably expect that, the company would look to ensure that the customer was not disadvantaged as a result. Although this did not at first happen, the company has now made a payment to put right the situation whereby the customer continued, as a result of the missed appointment, to pay by reference to the rateable value. The customer has also confirmed that he was told on 27 May 2022 that the company would be backdating the customer's metered charges to 17 April 2021 and applying a goodwill gesture of £50.00.
12. Again, I find that an average customer would reasonably expect the company to take this step, and it now appears that the customer's account is in significant credit. I do not find that an average customer would expect the company, having made a goodwill payment to take account of the delay in activating the back-payment, to have taken further steps.
13. In respect of the delays in correspondence, the customer has raised a number of concerns about these, including the customer's interpretation of events as a decision by the company to close his complaint without consultation. However, it is not clear from the company's records that it decided to close the complaint rather than delayed in replying and I find, in respect of the delays in corresponding that the customer has received at least £60.00 in credits in relation to these. The company says that all CGS payments have been made and, although I recognise that delay in replying is a source of inconvenience and distress, I find that there is no evidence that would cause an average customer to conclude that the company should be required to make additional payments over and above those already made.
14. It follows therefore, that although I find that the company has fallen short of expected standards in relation to a number of inactions and late steps, it has provided to the customer the level of remedy that would reasonably be expected.
15. Accordingly, while I note that without the application to WATRS and/or CCWater, the company might not have been prompted to backdate the customer's eligibility for metering

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and this is an outcome of his application already in place, I find that the customer is not able to succeed in his further claim for a 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.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.

*Claire Andrews*

**Claire Andrews, Barrister, FCI Arb.**

**Adjudicator**

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