

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X074

Date of Decision: 06 September 2022

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding a problem with billing issues on his account. The customer contends that the company gave him an arbitrary period of time to pay an outstanding bill and has failed to fully comply with a data requisition claim he subsequently submitted. The customer claims that, despite ongoing discussions with the company and the involvement of CCWater, the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to provide him with the services required by the Water Industry Act.

Response

The company says it has provided the customer with all the data and information that it is obliged to supply. The company states that it has charged the customer correctly and in accordance with its Scheme of Charges that state payments are due on demand. The company has not made any formal offer of settlement to the customer.

Findings

The claim does not succeed. I find that the evidence does not support that the company erred in giving the customer a fourteen-day period to settle an outstanding bill. In respect of the GDPR dispute I find that this is an issue that should be referred to a different more appropriate forum. I find that the evidence shows that the company has provided its services to a reasonable level and has managed the customer's account to the level to be reasonably expected by the average person.

Outcome

The company does not need to take further action.

The customer must reply by 04 October 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- He has experienced an ongoing dispute with the company concerning billing issues. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- On 23 June 2021 he received from the company a document entitled "Final Notice Before County Court Action". The customer asserts that there were errors within this document and complained to the company.
- On 29 June 2021 he undertook a telephone discussion with a company agent and expressed his unhappiness at receiving the Notice and asked for it to be withdrawn.
- During the telephone discussion he also raised the General Data Protection Regulations [GDPR] of the Data Protection Act 2018 and requested that the company send to him all information held by it.
- He received a response from the company dated 07 July 2021 that attempted to answer the questions he raised during the telephone conversation.
- On 14 July 2021 he replied to the company stating his dissatisfaction with its response and he also raised two points of law regarding The Water Industry Act 1991 and GDPR.
- The company has not fully responded to his GDPR and has not supplied all his personal information.
- Also, the company ceased to respond to his communications and did not answer several e-mails he sent to it.
- Believing the company had not properly addressed his concerns he, on 31 August 2021, escalated his complaint to CCWater who took up the dispute with the company on his behalf.
- The records show that CCWater contacted the company in October 2021 and requested an explanation of the company's position. CCWater noted that the customer had not finished going through the company's complaints procedure, and it was not until 23 November 2021 that the company issued its Stage 2 response.

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- On 23 March 2022 CCWater had concluded that the company's response of 23 November 2021 was its final position, and it could not take any further measures to have the company change its position and was thus closing his case.
- Continuing to be dissatisfied with the response of the company he has, on 05 July 2022, referred the matter to the WATRS Scheme where he requests that the company be directed to provide him with the service due under the Water Industry Act and data protection law.

The company's response is that:

- It provided its response to the claim in its submission submitted on 13 July 2022.
- It confirms that one of its agents held discussions with the customer on 29 June 2021 and discussed the Final Notice that had been sent to him.
- It advised the customer that the Final Notice was in respect of the amount of £38.63 outstanding from a bill issued on 30 March 2021.
- It confirms that the customer informed it of a list of data and information he required the company to send to him in terms of GDPR.
- On 07 July 2021 it sent some information to the customer as requested. The company says that on 14 July 2021 the customer responded and stated that he was dissatisfied with the level of information provided.
- On 23 November 2021 it responded again to the customer. The company asserts that following further communications from the customer it informed him, on 10 March 2022, that it had previously provided a full response with its letter of 23 November 2021.
- In summary, it states that it has advised the customer that (i) his GDPR concerns are better addressed to the offices of the ICO and (ii) it has provided him with a copy of its approved Scheme of Charges that support its procedures for dealing with unpaid bills. The company believes that it has supplied all the information to the customer that it is obliged to provide.

The customer's comments on the company's response are that:

- On 20 July 2022, the customer submitted comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced.
- The customer states that he believes the company does not understand the difference between SAR and GDPR. The customer reiterates his position that despite a long and ongoing exchange

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of contacts with the company it has not provided the information requested nor provided the service it should.

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 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 relates to the customer's dissatisfaction that the company has refused to provide him with all the information he has requested under GDPR as well as that the company has not acted in compliance with the Water Industry Act 1991 in respect of billing. The customer contends that the information he requested was to support his position in relation to the billing.
2. The customer contends that he desires this information to support his position that the company has not acted in compliance with the Water Industry Act 1991 in respect of billing.
3. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
4. In his application form to the WATRS Scheme the customer has ticked the box in respect of his complaint being to do with *Bills, payments, collects and/or debt recovery*.
5. However, having examined the evidence supplied by the parties, plus the extensive submission of CCWater, it seems to me that the main thrust of the customer's complaint is more to do with

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his dissatisfaction that the company has not fully responded to his request to be provided with all relevant information it holds on him.

6. Indeed, at Section 7 (What would you like the company to do) of the WATRS application form the customer has stated that he wishes the company to be directed to provide “ *the services to me required by the Water Act and data protection law*”.
7. I take note that the customer, in his submission dated 27 July 2022, has stated that he made reference to the Data Protection Act for the following reason :-

It was to show that I have rights and REDACTED have duties under the law. It was to formalise my complaint to them. The fact that REDACTED have failed to demonstrate their adherence to the law shows that that they are delinquent.....

8. I shall proceed to address the customer’s concerns in respect of the Final Notice but any complaints he has regarding GDPR are better referred to the Information Commission’s Office (ICO).
9. The Final Notice was dated 23 June 2021. The company states that the amount of £38.63 was outstanding from a bill issued on 30 March 2021. The evidence does not show that the customer disputed this although he does question why he had only fourteen days from the date of the Notice to make payment.
10. The company on 07 July 2021 wrote to the customer and explained its charging policy under Section 143 of The Water Industry Act 1991 and has provided him with a copy of its then current Charges Scheme document.
11. The customer has stated that he does not agree with the company’s interpretation of Section 143 and says that it has not adhered to the law. However, the customer has not submitted any legal argument to support his position and I do not see evidence that he has retained professional legal advice to provide substantive evidence that the company has erred.
12. I can see that the Charges Scheme states that for measured tariffs payment is described as “Due Now” and the company has explained that it allows a grace period of fourteen days. The customer has stated that neither the Water Industry Act nor the Charges Scheme document refer to a fourteen-day period, and thus he believes this purely an arbitrary period applied by the company.
13. I find that should the fourteen-day period not be offered then an invoiced amount would be due immediately upon issuing of a bill, and as such would not alleviate the customer’s obligation for payment. The amount of £38.63 would still be outstanding irrespective of the time period permitted for payment.

14. I accept that the company has established its right to charge for services provided and to apply the debt recovery procedures set down in its Scheme of Charges that has been formulated in compliance with OFWAT requirements.
15. I also find that the company's Scheme of Charges are readily accessible on the internet. I am thus satisfied that the customer had reasonable opportunity to access the Scheme and to see that it is stated that payment is due on demand.
16. I do not find that the evidence supports the customer's contention that the company was in breach of its own charging policy or that the policy was not in compliance with The Water Industry Act. The Act does not stipulate that the company has to give any specific length of time for payment and thus payment on demand is not incorrect.
17. The company's Scheme of Charges is part of its business practices and thus outside the jurisdiction of the WATRS Scheme.
18. In his claim to the WATRS Scheme the customer requests that the company be directed to provide him with the services required by the Water Act.
19. I find this to be a very wide and non-specific remedy. The Water Industry Act is large document covering very many issues, but I assume the customer is specifically rereferring to Section 143 thereof.
20. As I have found that the evidence does not support that the company has not complied with Section 143 then it follows that I am not able to direct the company to provide the remedy requested.
21. My conclusion on the main issues is that the company has not failed to provide its services to the standard to be reasonably expected by the average person, and the evidence does not confirm that the customer has suffered any financial loss or other disadvantage as a result of a failing by the company.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 20 August 2022.
- The customer has, also on 20 August 2022, submitted comments on the Preliminary Decision.
- The customer reiterated his previous position on several points but does not submit any additional evidence in support of his position.

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- The customer contends that the company has not supplied evidence in support of its position, but I would refer to paragraph #3 of this Decision that states the burden of proof rests with the customer.
- The company has, on 30 August 2022, submitted comments on the Preliminary Decision.
- The company states that it has complied with its statutory obligations and has provided everything required in respect of the customer's Data Subject Access Request.
- The company asserts that it complied with its charges scheme and has followed its debt collection processes in respect of the customer's account.
- Neither party has submitted any new evidence and thus I am satisfied that the facts upon which the Preliminary Decision was based remain unchanged.
- Having read the responses of the parties I am satisfied that no amendments are required to the Preliminary Decision.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 04 October 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.

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Member, CEDR Arbitration Panel.
Member, CEDR Adjudication Panel.

Adjudicator

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