

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X171

Date of Decision: 04 November 2022

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding its failure to comply with a special payment plan and match the payments he has made. The customer says the company wrongly removed him from the payment plan, and wrongly transferred his account to a debt collection agency. The customer states 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 comply with the payment plan, issue a new payment card, pay him compensation and issue an apology.

Response

The company says the customer was removed from the payment plan because he did not comply with the terms and conditions of the plan. The company states that it correctly transferred the customer's outstanding balance to a debt collection agency, and for this reason it cannot issue a new payment card. The company has not made any formal offer of settlement to the customer and denies that compensation is due.

Findings

The claim does not succeed. I find that the evidence does not support on a balance of probabilities that the company incorrectly removed the customer from the payment plan. The evidence establishes that the customer did not comply with his obligations under the plan and thus the company does not have to match any payments made by the customer. 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 02 December 2022 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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Case Outline

The customer's complaint is that:

- He has experienced an ongoing dispute with the company concerning issues with billing. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- He is disabled, and was entered on the company's REDACTED Scheme in June 2013.
- The Scheme is intended for the company to match each of his payments, eg – for every £10.00 he pays the company will also contribute £10.00 to his account.
- In total he has paid in £1,320.00, but says the company has not matched his payments.
- He escalated the dispute to CCWater in December 2019.
- CCWater closed his case in April 2020 but he contacted it again in February 2021 and provided a USB memory stick containing recordings of telephone calls between him and the company.
- In one of the conversations, held sometime between August 2019 and January 2020, a company agent advised him that the company would match his payments in the amount of £1,700.00. However, the call in question could not be found on the stick.
- The company was asked by CCWater to provide its copy of the call but was unable to comply as it does not retain telephone call recordings longer than thirteen months.
- He has subsequently received a bill from the company in the amount of £2,600.00.
- On 12 September 2022 CCWater had concluded that the company's response confirmed it would not match any purported payments because he had not complied with the terms and conditions of the REDACTED Scheme.
- CCWater advised him 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 13 September 2022, referred the matter to the WATRS Scheme where he requests that the company be directed to honour its commitment under the REDACTED Scheme, provide him with a payment card, pay compensation, and issue an apology.

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The company's response is that:

- It provided its response to the claim in its submission submitted on 28 September 2022.
- It confirms that the customer was first placed on its REDACTED Scheme on 26 June 2013.
- On 22 August 2018 the customer contacted it believing he had been removed from the Scheme. The company advised him that he had been removed from the Scheme because of his lack of regular payments, and he was placed on a temporary scheme.
- Throughout the rest of 2018 and much of 2019 ongoing communications with the customer ensued with the customer making intermittent payments into his account, but on 02 October 2019 the company advised him that his outstanding balance had now reached the amount of £2,581.91.
- On 03 December 2019 the customer complained that his payments were not being matched by the company and he stated that he had paid the sum of £1,700.00 into his account. The company says it confirmed to the customer that it had not matched his payments as he had not complied with the terms of the Scheme, and in fact had made no payments between November 2012 and October 2018.
- In December 2019 it was made aware that the customer had escalated his complaint to CCWater. The company says it made all efforts to co-operate with CCWater.
- It made several attempts to set up another payment schedule for the customer, but he declined to complete the necessary administration requirements.
- As the customer had a long outstanding debt this was transferred to a debt collection agency in April 2021, and as such it cannot issue a payment card to him as all future payments/plans must be directed to/through the agency.
- In summary, it believes that if the customer had followed the several plans set up for him over several years his account would now have been cleared, with no outstanding balance. The company confirms that it had not matched the customer's payment because of his continuing failure to adhere to the terms of the Scheme.
- It is satisfied that the service provided to the customer did not fall below that to be reasonably expected.

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 did not match his payments under its REDACTED Scheme.
2. 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.
3. The company, in its Response document, has submitted a detailed chronological timeline of its interactions with the customer between August 2018 and April 2022. I do not intend to repeat the timeline.
4. I accept that the company has established its status as a statutory water undertaking under the Water Industry Act 1991, and has the right to raise charges for services supplied.
5. The company has explained its assistance schemes and the rules that govern the eligibility for customers to be accepted onto one of the schemes and the conduct required to remain on a scheme.

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6. The company has further explained that if a customer misses a single payment under the REDACTED Scheme then they will be removed from the Scheme and the account will immediately be passed to a debt collection agency.
7. The evidence shows that the customer opened an account with the company on 01 August 2010 and was placed on the REDACTED Scheme as from June 2013.
8. The company has submitted a detailed breakdown of the customer's payment history between August 2010 and 22 September 2022, and this shows a current outstanding balance of £3,401.78.
9. I can see from the evidence that between June 2013 and December 2019 the customer made sporadic payments that totalled £325.00. The evidence shows the last payment was made in November 2019 and the customer was removed from the REDACTED Scheme in December 2019.
10. The evidence also establishes that during the period between June 2013 and December 2019 the company agreed to three separate payment plans under the Scheme, viz:-
 - June 2013 to March 2017
 - March 2017 to August 2018
 - August 2018 to December 2019
11. The company states that had the customer complied with the payment plans he would have achieved a zero balance in December 2019.
12. The company has also submitted evidence that shows that during the period between June 2013 and December 2019 it sent communications to the customer to advise him that he was in breach of the agreed payment plans.
13. I am satisfied that the evidence establishes that the company acted in compliance with the terms of the Scheme when it refused to match the customer's payments and in subsequently removing him from the Scheme and referring his account to a debt collection agency.
14. I take into consideration that the customer has not submitted any comments on the company's Response document and thus I am satisfied that he has not refuted any of the contents of the Response and accepts the company's position in respect of his payment history.
15. In his application to WATRS, the customer requests that the company be directed to provide him with a payment card. The company has declined to do so as it states that the customer's account now sits with the debt collection agency, and he should discuss payment procedures directly with the agency.

16. The company has set out its debt collection process in its Response paper and also has submitted into evidence copies of its *Code of Practice* and *Charges Scheme* where the debt recovery process is set out in detail. I am satisfied that these documents were reasonably available to the customer.
17. Having studied the evidence, I am satisfied that the company has acted within both its own procedures and within the rules of the REDACTED Scheme when declining to issue the customer with a payment card. Thus, I am satisfied the company provided its services to the level to be expected and I shall not direct the company to issue such card.
18. The customer also requests that the company be directed to honour its commitments under the REDACTED Scheme. The payment history shows that the customer did not adhere to the rule that he has to make three consecutive payments on the due dates before the company will commence to match his payments.
19. I find that the evidence supports that the company was not obliged to match the customer's payments and that he was correctly removed from the Scheme. As I am satisfied that the company provided its services to the level to be expected I shall not direct the company to match the customer's payments. I further note that the customer has not supplied evidence to support his claim that the company should pay the amount of £1,700.00 to match the amount he says he has paid.
20. The customer has also stated that during a telephone conversation, on an unspecified date, a company agent informed him that the sum of £1,700.00 would be matched by the company. I see no evidence to support the customer's contention.
21. In his application to WATRS the customer has requested to be paid an unspecified amount in compensation. The customer has not detailed why he seeks compensation nor the basis for such a claim. I find no evidence to support any duty of care failure by the company to manage the customer's account with a reasonable level of skill and care. It thus follows that I find compensation is not appropriate.
22. Similarly, I do not accept that the evidence supports the customer's claim to receive an apology.
23. 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 thus I find that the customer's claim does not stand.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 21 October 2022.
- Neither party submitted comments on the Preliminary Decision.
- As the parties did not submit any new evidence, I am thus satisfied that the facts upon which the Preliminary Decision was based remain unchanged.

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 02 December 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.



Peter R Sansom
MSc (Law); FCI Arb; FA Arb;
Member, London Court of International Arbitration.
Member, CI Arb Business Arbitration Panel.
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.
Member, CEDR Arbitration Panel.
Member, CEDR Adjudication Panel.

Independent Adjudicator

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