

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X321

Date of Final Decision: 16 February 2023

#### Party Details

Customer: XX

Company: XX

#### Complaint

The customer states the company did not do enough to inform her about its WaterHelp tariff, did not provide sufficient help with completing applications for this tariff and did not make reasonable adjustments on account of her disability. The customer requests that the company pay her compensation of £2,000.00 and backdate her WaterHelp 50% discount further than it has (12 years).

#### Response

The company states it has sought to provide assistance to the customer whenever she has asked it for help with her bills including assessing if she qualifies for its WaterSure and alternative tariffs. It acknowledges there have been instances of its service provided not reaching the standard to be reasonably expected however it has provided a suitable level of compensation to the customer in recognition of this. The company did not make any settlement offer.

#### Findings

The aspect of the claim concerning an alleged breach of the Equality Act 2010 falls outside of the scope of WATRS. However, my review of the company's service provided to the customer whilst handling her requests for help with her bills found that overall, the company's service provided reached the standard to be reasonably expected. Whilst there were occasions on which the company's customer service provided did not reach the standard to be reasonably expected, it has already acknowledged and apologised to the customer for these and provided her with reasonable and proportionate compensation.

Outcome

The company does not need to take any further action.

The customer has until 16 March 2023 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION

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## Case Outline

**The customer's complaint (submission by the Consumer Council for Water on his behalf) is that:**

- The customer is unhappy that the company is unwilling to backdate her WaterHelp tariff prior to August 2021.
- She does not think that the company did enough to make her aware of the option as they never discussed alternate tariffs and did not help her fill out her application for WaterHelp.
- The customer believes that the company should have reasonably known she was disabled and offered the tariff as soon as it became available.
- On this basis she requests that the company backdate WaterHelp 12 years.
- The customer has also found the company's staff to be rude and unwilling to make reasonable adjustment for her disabilities. For this she requests £2,000.00 in compensation.
- Therefore, the customer seeks that the company:
  - Pay her compensation of £2,000.00.
  - Backdate WaterHelp 12 years.

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

- It runs a scheme; WaterSure Plus/WaterHelp which halves a customer's bills providing they meet the financial criteria to be accepted onto the scheme. The customer receives this 50% discount now that she has been found to be eligible for the scheme.
- Chain of Events:
- On 3 January 2012, it received a call from the customer who said who said she was worried about her outstanding balance and concerned she might not be able to pay it as she is on a low income. Its agent signposted her to its Customer Assistance Fund (CAF) which is a charitable organisation it set up to help its customers on low incomes.

- On 8 March 2012, CAF credited the customer's account with a £457.56 grant to clear her arrears at that time.
- On 16 October 2015, it received a call from customer who asked why it had increased her payment plan. Its agent explained it was to reduce her arrears and for her continued consumption. The customer advised it on this call that she is disabled and on a low income, so its agent sent her a WaterSure Plus application form (now known as WaterHelp).
- It received the customer's WaterSure Plus application on 12 November 2015, however its Extra Care Team (ECT) reviewed the application and found that she was not eligible because her annual water bill did not exceed 3% of her total household income. It tried to call the customer on 16 November 2015 to inform her of this but as it could not reach her, a letter was sent explaining that she wasn't eligible for the scheme at the time.
- On 18 December 2017, it received another WaterHelp application from the customer and this was also rejected.
- On 6 August 2021, it sent the customer her bill for the period 28 January 2021 to 5 August 2021. As the customer had not been paying enough for her consumption, her bill included a new payment schedule for the forthcoming 12 months requesting £64.00 per month.
- On 13 August 2021, the customer called and requested an application form for its WaterHelp scheme. She queried why she had never been offered any help with her bills before and said that she was unhappy with this. It also lowered the customer's payment plan to £18.00 per month as requested and explained that at her current consumption rate, she would carry forward a balance into her payment plan the following year because £18.00 per month was not a sufficient payment.
- A manager tried to call the customer back on 16 August 2021 to discuss her concerns raised.
- On 16 August 2021, an agent from its ECT also called the customer and completed a WaterHelp application over the phone. This however was rejected due to the customer's income being too high to be eligible for the scheme.
- It also sent her a WaterSure application where it caps its customer's annual bill if they have a large family or a medical condition which requires the use of extra water. It has never received an application from the customer for WaterSure, possibly because she does not meet the criteria for the scheme.
- In August 2021, the customer applied to CAF and the third party company that was running at the time placed an internal notice on her account showing the application had been refused.

- The customer contacted it on 17 March 2022 regarding the rejection of her CAF application.
- After its ECT spoke with the third party company it transpired that her application was rejected as the customer's surname was different to that which was on her account. The company says it is unclear if the customer had provided the wrong surname to the third party company or, that they had taken the details incorrectly. However, it applied a £30.00 goodwill gesture to say sorry.
- On 11 April 2022, it received a referral of the customer's complaint from CCW. As it did not reply to this within 10 days, it applied a £20.00 credit under the terms of its CGS.
- On 14 April 2022, one of its engineers attended the property to carry out a supply check and identified that there was a faulty valve in the customer's toilet which was allowing water to continue flowing whilst it wasn't being used. It informed her that she should contact her landlord to arrange a repair.
- On 28 April 2022, it provided a response to the customer's complaint raised via CCW. It advised that it had increased the £30.00 compensation to £50.00 by way of an apology for the service received by the third party complaint dealing with her CAF. It advised it would start the CAF application for her again and also advised that as the threshold for its WaterHelp scheme had now increased over the previous year, there may be a chance she might now qualify which again, it would establish once her leak had been resolved.
- On 26 May 2022, it called the customer to discuss a second referral of her complaint received on 12 May 2022. Following this, it sent the customer an email advising it had credited her account with another £50.00 gesture due to her dissatisfaction with its efforts to resolve her complaint (this was refunded to her bank account).
- Once the leak was resolved by the customer's landlord on 14 June 2022, it provided a leak allowance of £436.84. It advised the customer of this in its dated 6 July 2022 email which also invited the customer to contact its ECT to assist her with applying to its WaterHelp scheme as the eligibility criteria had recently changed. In addition, it advised they may be able to provide further assistance via its CAF.
- On 17 July 2022, it received an email from the customer. As it did not reply to this within 10 days it applied a £30.00 credit under the terms of its CGS.
- Its ECT called the customer on 18 August 2022 to discuss an application for its WaterHelp Scheme and completed an income and expenditure questionnaire with her. As the customer did not have all of the figures to hand at the time, it agreed to call her back on 23 August 2022.

- Its ECT called the customer back on 23 August 2022 and after assessing her claim for WaterHelp, they were able to amend her tariff to reduce her bills by 50% and backdated this to 16 August 2021 as a gesture of goodwill, which was the date it had received her last application for the same scheme.
- Since the date WaterHelp was introduced in 2014, a rule has been in place stating that the discount can only be added on the date it receives the application. In the customer's case however, it made a reasonable exception by backdating her discount to 16 August 2021 when she last applied and when she was only just over the threshold at that time. The company states this shows excellent customer service and also an effort to make reasonable adjustment for the customer and to err on her side. However, it does not agree to backdate the discount any further (or to her request to backdate it 12 years).
- On 31 August 2022, it applied a further credit of £20.00 in recognition for any confusion caused over the revised billing after the customer's WaterHelp discount had been applied to her account with effect from 16 August 2021.
- In regards to her claim that its staff were rude and unwilling to make reasonable adjustment for her disabilities, it is disappointing to hear that the customer has not been happy with her interactions with it. However, from its review, it could see that all of its agents or managers who have handled her concerns have always provided the right information.
- Whenever the customer has asked it for help with her bills, it has always assessed whether she would qualify as it does for all of its customers that seek help. Furthermore, all of its bills sent to the customer included information about the help it might be able to offer and provided its contact details for her to get in contact to discuss the options that might be available to her.
- It does not accept it is responsible to pay the customer any further compensation of backdate her 50% WaterHelp discount any further.

### 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 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 customer's claim concerns the assistance provided to her by the company in relation to its WaterHelp tariff and she seeks for it to backdate the 50% discount 12 years. She also claims its staff did not make reasonable adjustments for her disabilities and requests £2,000.00 in compensation for the failures in service provided. The company disputes the customer's claims.
2. I remind the parties that in accordance with Scheme Rule 3.4.3, allegations of breaches of the Equality Act 2010 fall outside of the scope of WATRS as this relates to a complicated issue of law. Therefore, I will not consider the customer's assertion that the company failed to make reasonable adjustments on account of her disability. However, I am able to assess if the company's service provided to the customer whilst handling her concerns raised including requests for help with her bills, was to the reasonably expected standard.
3. The customer is a disabled customer on her account of her terminal illness. I note that the company confirms in its Response, that it has known about the customer's disability since at least 3 January 2012.
4. In her WATRS Application the customer states that the company: did not do enough to make her aware of (less expensive) alternate tariffs and; did not help her fill out her application for WaterHelp.
5. I accept that the company introduced the WaterHelp tariff (formerly known as WaterSure Plus) scheme in 2014. In light of the company's Charges Scheme provided in the Response (2022/23) and at Evidence 3 (2014/15), I accept that under this tariff, a 50% discount on

customer's bills provided for those customers who meet the financial criteria of the WaterHelp scheme.

6. Based on information provided in the Response, it is clear that the company accepted the customer onto its WaterHelp scheme on 23 August 2022 due to it assessing that she met the financial criteria at this stage. Prior to this, I note that the customer applied to WaterHelp on 12 November 2015, 18 December 2017 and 16 August 2021. However, on each of these occasions, I note that the customer was not accepted onto the scheme as her household income exceeded the threshold.
7. Therefore, as the customer applied to the company's WaterHelp scheme on three occasions between 2015 and 2021, this indicates that she was aware of the existence of this scheme since at least 2015. I also accept that the customer applied to the company's CAF in 2012 and 2021 showing she was aware of this initiative which I note was set up to help customers on low incomes. It is also clear from the company's Chain of Events in the Response, that it also sent the customer an application for its WaterSure tariff in August 2021 under which it caps a customer's annual bill if they have a large family or a medical condition which requires the use of extra water. I find that the company has also shown that it signposted the customer to available financial support and alternative tariffs via bills and annual billing leaflets issued to the customer between 2015 and 2021, as shown within Evidence 1,4, and 5.
8. Therefore, in light of my above findings, on balance, I am satisfied that the company has demonstrated that it has taken reasonable and sufficient steps to make the customer aware of the financial support it offers via tariffs and schemes designed for customers who need additional support.
9. Furthermore, in light of the instances it helped the customer complete applications over the phone to WaterSure on 18 December 2017, 16 August 2021 and 23 August 2022, I consider there is insufficient evidence to support her submission that the company has not helped her complete her applications for Waterhelp.
10. Therefore, based on the evidence, I am satisfied that the company's service provided to the customer reached the standard to be reasonably expected in regards to making her aware of its WaterSure tariff and other schemes designed to provide additional support.



11. Following the customer raising a complaint with the company on 17 March 2022 which she then escalated to CCW in April 2022, I note that the company reviewed its customer service provided to the customer and accepted that there were instances of where this did not meet the expected standard. This included the service provided by the company's third party contractor when her CAF was incorrectly rejected in August 2021. However, I find the company has applied overall compensation credits of £120.00 in recognition of these shortfalls in customer service and a further £50.00 in line with its CGS for not responding to the customer's complaints dated 11 April 2022 and 17 July 2022 within the ten working day timescale stated in its CGS.
12. On reviewing the amount of compensation provided, I am satisfied that it is reasonable and proportionate to the shortfalls in service identified. Therefore, based on the evidence, I find no basis to direct the company to pay the customer further compensation for the stress and inconvenience caused to her.
13. In relation to the customer's request for the company to backdate the WaterHelp discount 12 years, I am mindful that the WaterHelp scheme was set up in 2014 therefore, only some nine years ago.
14. Moreover, the company has shown that on accepting the customer onto this tariff on 23 August 2022, it backdated the 50% discount to 16 August 2021 which after applying this to the customer's account as well as the leak allowance of £436.84, reduced her account balance to £89.13 (for charges up to 6 August 2022). In its Response, the company referred to its rule which it said does not allow it to backdate the discount and said therefore that by backdating it to 16 August 2021, this shows "excellent customer service" and was an effort to make a reasonable adjustment for the customer.
15. I accept that the company's Charges Scheme makes clear the WaterHelp 50% discount starts at the point an application is accepted and that this will not be backdated. In light of this and because the company has shown that the customer was not eligible to receive the discount prior to her 23 August 2022 application, its decision to backdate it to approximately 12 months was reasonable and I find no basis to direct that it backdate the discount further.

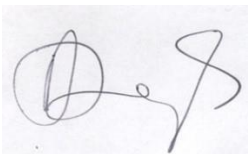
16. Therefore, whilst there were occasions on which the company's service provided did not reach the standard to be reasonably expected, as it has already acknowledged and apologised for these this during its own and CCW complaints processes and also provided appropriate compensation, overall the company has acted reasonably.

#### **Outcome**

The company does not need to take any further action.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 16 March 2023 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.



**A. Jennings-Mitchell**, Ba (Hons), DipLaw, PgDip (Legal Practice)

**Adjudicator**