

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X452

Date of Final Decision: 11 May 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer claims the company has not correctly applied the Watersure discounts to her account and that her payments do not align with the outstanding balance. Furthermore, the company provided poor customer service once her issues were raised. The customer seeks the company to acknowledge the errors in handling her account, provide an accurate figure of the amount owed and pay compensation for the inconvenience and distress incurred.

Response

The company says it has provided all the data required to explain to the customer her account balance and how it has accrued. The company has applied the most beneficial tariff to the customer's account where possible. The **XX** tariff was applied in 2018, and from April 2019 to 12 November 2019, Watersure was applied from 03 May 2018 and remains active. The customer has had one or other of these tariffs applied to her account, depending upon which was most beneficial to her. The company acknowledges that the customer feels she is receiving conflicting and confusing correspondence. However, as the customer has failed to keep up with regular payments and changed her payment methods, some of the information provided by the company may have appeared to be confusing. This has also led to an outstanding balance. The company is aware of the customer's disabilities and has discussed her account with named associates and third parties who have been employed to provide professional guidance. Concerning any failings in customer service, the company has made the appropriate payments under its Guaranteed Standards Scheme, plus additional goodwill gestures. The company has not made any other offers of settlement.

Findings

I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its charges or providing its WaterSure and **XX** scheme. Furthermore, I am satisfied that there have been no failings relating to customer service for which the customer has not been adequately compensated.

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Outcome

The company needs to take no further action.

The customer has until 7 June 2023 to accept or reject this decision.

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ADJUDICATOR'S FINAL DECISION

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Case Outline

The customer's complaint is that:

- The company has not correctly applied the Watersure discounts to her account, and the payments she has made do not fall in line with the outstanding balance that it seeks.
- Furthermore, the company provided poor customer service once her issues were raised.
- The customer seeks the company to acknowledge the errors in handling her account, provide an accurate figure of the amount owed and pay compensation for the inconvenience and distress incurred.

The company's response is that:

- It has provided all the data required to explain to the customer her account balance and how it has accrued.
- Where possible, the company has applied the most beneficial tariff to the customer's account.
- The **XX** tariff was applied in 2018, and from April 2019 to 12 November 2019, Watersure was applied from 03 May 2018 and remains active.
- The customer has had one or other of these tariffs applied to her account, depending upon which was most beneficial to her.
- The company acknowledges that the customer feels that she is receiving conflicting and confusing correspondence. However, as the customer has failed to keep up with regular payments and changed her payment methods, some of the information provided by the company may have appeared to be confusing. This has also led to an outstanding balance.
- The company is aware of the customer's disabilities and has discussed her account with named associates and third parties who have been employed to provide professional guidance.
- Concerning any failings in customer service, the company has made the appropriate payments under its Guaranteed Standards Scheme, plus additional goodwill gestures.

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- The company has not made any further offers of settlement.

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 another disadvantage as a result of a failure 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 concerns whether the company correctly applied the Watersure discounts and payments to the customer's account.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008, the Water Industry (Charges)(Vulnerable Groups) Regulations 1999 and the Water Industry Act 1991.
3. Furthermore, the company has certain obligations regarding its customer services as set out in its Guaranteed Standards Scheme.
4. Under Section 142 to 143 of the Water Industry Act 1991, the company is permitted to charge for water and wastewater services provided and make a Charges Scheme which essentially fixes charges to be paid for services provided. However, as made clear in WATRS Rule 3.5, "*any matters over which OFWAT has powers to determine an outcome*" cannot be considered by WATRS. Furthermore, WATRS Rule 3.4.1 states, "*WATRS may reject all or part of an application to the Scheme where it considers that a customer should be referred to a more appropriate*

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forum for the resolution of the dispute". The question of whether a company has adhered to Sections 142 to 143 of the Water Industry Act 1991 is a matter for OFWAT to determine, and therefore I will make no findings on this matter in this decision.

5. From the evidence put forward by the customer and the company, I understand that in November 2017, the customer contacted the company to advise that she received Pension Credit, and the company applied its **XX** Tariff to her account.
6. On 24 May 2018, the customer contacted the company to advise she had a debt relief order and that her outstanding balance of £404.73 was included in the order. I understand that the company cancelled her outstanding balance and opened a new customer account starting 03 May 2018.
7. On 26 March 2019, the company contacted the customer to discuss her high water usage, in which the customer advised the company that she had "**XX**", which meant that she struggled with issues such as high water usage. I understand that the customer was provided with a leak allowance, and later in July 2019, following further information from the customer that she had a medical condition, the company explained how her charges could be reduced and provided information concerning its WaterSure scheme.
8. Between 19 July 2019 and 9 December 2022, various discussions occurred between the parties, including the customer having multiple payment plans put in place, an **XX** Tariff reapplied to her account and the customer submitting WaterSure applications. I understand that during this period, the customer paid under the agreed payment plan sum, which led to the account being in debt.
9. On 9 December 2021, the Citizens Advice Bureau contacted the company on behalf of the customer. The evidence shows that both the company and the Citizens Advice Bureau attempted to explain to the customer that while she continued to pay an amount below the amount needed to cover her monthly water usage and debt, she would continue to accumulate a debt balance.
10. I understand the customer was unhappy with the company's position and actions, and in January 2022, she progressed her complaint to CCWater to resolve. During discussions with CCWater, the customer was reassured that she had a water meter fitted, which accurately recorded her

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water usage and provided the company with readings via a chip similar to that used in mobile phones.

11. The company advised the customer and CCWater that it had ensured that the Watersure tariff was correctly applied to her account and confirmed the account had been open since 03 May 2018 and remained active. The customer was provided with a copy of her account statement from 03 May 2018 onwards, as well as details of payments she has made and the bills that had been produced. I understand that the customer was advised that the reason there remained an outstanding account balance was that she was only paying £30.00 per month, whereas the minimum Watersure payments for 2021-2022 should have been £33.91, or £34.00 per month.
12. I understand the customer was unhappy with the company as she believed that the company had failed to consider her disabilities when discussing a smart meter with her, had not explained her balance in sufficient detail, had charged her incorrectly and had not provided all call notes to CCWater.
13. The evidence shows that CCWater could not resolve the customer's complaint as it had inspected the company's documentation and confirmed that the customer had received either Watersure or **XX** tariff (whichever was most beneficial) from 2018 to 2021. CCWater explained that where neither tariff showed on her bills, this was because her water usage (measured through her water meter) was below the capped amount. It was, therefore, more beneficial not to be on either social tariff for that bill. However, the customer remained dissatisfied and commenced the WATRS adjudication process in February 2023.
14. Regarding the customer's comments that the company did not correctly apply the Watersure discounts and payments to the customer's account, I find, as above, under Sections 142 to 143 of the Water Industry Act 1991, the company is permitted to charge for water and wastewater services provided and make a Charges Scheme which essentially fixes charges to be paid for services provided. The company's charges are reviewed and approved each year by OFWAT and fall outside the WATRS scheme's scope.
15. The evidence shows that once the company was notified in January 2022 of the customer's disabilities and medical needs in 2018, the customer received either the company's Watersure or **XX** tariff, whichever was most beneficial to the customer at the time. Where neither tariff showed on the customer's bills, this was because her water usage was below the capped amount,

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and therefore it was more beneficial not to be on either the Watersure or **XX** tariff for that bill.

16. I note the customer's comments that the company did not correctly apply the customer's payments to her account. However, on careful analysis of all the evidence, I cannot find any evidence of such. Furthermore, the outstanding balance on the customer account has been shown to be caused by the customer paying an amount below the amount needed to cover her monthly water usage and debt, which allowed a debt balance to accumulate. Accordingly, I find the company has not failed to provide its services to the customer to the standard to be reasonably expected by the average person regarding its charges or its WaterSure and **XX** tariff scheme. Accordingly, this aspect of the customer's claim fails.
17. The company has certain obligations regarding its customer services, and the evidence shows the company was aware of the customer's disabilities and has discussed her account with named associates and third parties who have been employed to provide professional guidance. However, I find the customer has been adversely affected by the confused responses to her complaint. I am satisfied the company accepts it provided poor service in this respect, and I understand that the customer was paid GSS payments regarding these failings. After carefully reviewing all the correspondence provided in evidence, I am satisfied the company's payments were fair and reasonable in the circumstances to cover the company's failings in this regard and any distress or inconvenience to the customer.
18. The customer has made comments on the preliminary decision and having carefully considered each aspect of the customer's comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.
19. Considering the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its charges, its WaterSure and **XX** tariff scheme. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.

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Outcome

The company needs to take no further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 7 June 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.



Mark Ledger FCI Arb
Adjudicator

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