

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X666

Date of Final Decision: 10 September 2023

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer says that he has been billed incorrectly and has experienced poor customer service.

Response

The company says that the customer has been billed correctly, and no additional compensation is owed for the customer service failings the customer experienced.

The customer received compensation of £73.83.

Findings

The company did not provide its services to the customer to the standard to be reasonably expected by the average person.

Outcome

The company needs to take the following further action: It must provide a written apology to the customer for the poor customer service he experienced in the handling of his telephone calls, and must pay the customer £16.34.

The customer must reply by 15 September 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- He is unhappy with how his account has been administered and he does not believe that he has received the discounts he should have received.
- He experienced poor customer service, causing substantial distress.
- He requests that the company apologise and pay unspecified compensation.

The company's response is that:

- On 9 August 2022, during a call to provide a meter reading, the customer mentioned that he received a state pension.
- The company then applied its **XX** tariff to his account, which provided him a 20% reduction to his bills.
- It also added the customer to the company's Priority Services Register.
- The customer made contact on 19 October 2022 as he had not yet received any written information about the discounts on his account, and to request a minimum monthly repayment amount as he uses little water.
- The company called the customer on 24 October 2022 to confirm that the **XX** discount would be backdated to 23 April 2022, the date he moved into the Property, with the company's increased **XX** tariff water discount of 45% applying from 1 October 2022.
- The customer was notified in writing on 15 November 2022 that he would receive the 45% discount from 1 October 2022.
- On 15 December 2022, the customer made contact about his 45% discount, stating that he had been told it would be applicable from October 2021, including at his previous property, rather than from October 2022.
- Further communications occurred between the customer and the company, and after listening to the call referenced by the customer, the company confirmed that the customer had been informed accurately that the 45% discount would be applicable from October 2022, not 2021.

- The company believes it has provided its services to the customer to the standard to be reasonably expected by the average person, and does not believe that additional compensation is owed to the customer.

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

- He believes that his understanding that the 45% discount would be applied from October 2021 is supported by the transcript of the phone call.
- He reiterates that he has experienced poor customer service, with substantial waiting times on the phone.

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. As specified by the customer, his complaint has two components. Firstly, that when he contacted the company in October 2022 and was told that he would receive a discounted rate of 45%, he was led to understand that this rate would be applied from October 2021, not October 2022. Secondly, that he experienced repeated poor customer service, including long waits on the phone and not receiving promised callbacks.

2. The company has produced a transcript of the 24 October 2022 call, and while I understand the customer's interpretation of what has said to him, given that no year was stated by the company's agent, I find that the agent's statements were not so ambiguous as to constitute a failure to provide the company's services to the standard to be reasonably expected by the average person. In addition, while I accept the customer's statement that he understood the company's agent to be referring to October 2021, I do not find that any statement the customer made on that call should reasonably have indicated to the company's agent that the customer had a different understanding of when the discount would commence than she did, so that clarification was needed.
3. I also acknowledge that, although not referenced in the company's Defence, the documentation submitted by CCWater shows that in recognition of the different understandings of the two participants in the phone call, the company agreed to provide the customer with 50% of the discount that he would have received if the 45% discount had been backdated to October 2021. This was communicated to the customer in an email on 2 May 2023.
4. I find that this constitutes a satisfactory resolution of the misunderstanding that occurred.
5. In its comments on the Preliminary Decision in this case, the customer challenged the payment made by the company. The company acknowledged it had made an error, and that a further payment of £16.34 was owed.
6. Therefore, the company must pay the customer £16.34.
7. The customer also complains about the customer service he has received, specifically with respect to his experiences on the phone with the company. However, although again not referenced in the company's Defence, the documentation supplied by CCWater confirms that in the 2 May 2023 email to the customer, the company acknowledged its failings in this respect, providing the customer with compensation of £40.00.
8. While I find that the amount of compensation provided is appropriate for the failings exhibited, the email sent to the customer does not actually apologise for his experiences, but only offers compensation "by way of an apology". Given that the evidence shows the customer being left on hold for nearly 1.5 hours on one call, and 20 minutes on another, I find that a direct apology is also appropriate.

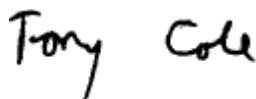
9. Therefore, the company must provide a written apology to the customer for the poor customer service he experienced in the handling of his telephone calls.

Outcome

The company needs to take the following further action: It must provide a written apology to the customer for the poor customer service he experienced in the handling of his telephone calls, and must pay the customer £16.34.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 9 September 2023 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.



Tony Cole FCIArb

Adjudicator