

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0633

Date of Decision: 4 January 2018

#### Complaint

The customer submits that she is entitled to a written apology and compensation in the sum of £600.00 as a result of the company's unsatisfactory service in connection with its provision of a refund cheque in the sum of £989.65.

#### Defence

The company submits that it sent the customer a refund cheque in the sum of £989.65. The cheque was cashed. Subsequently, the customer contacted it claiming that she had not received the cheque. The company submits that it initially questioned the customer's claim and did not immediately send a further cheque as she had requested. The company accepts that it took some time to investigate this issue but it ultimately agreed to provide the customer with a further cheque in the sum of £989.65. The company submits that it has already offered the customer £25.00 for the issues experienced but it does not accept any further liability to her. The company has not made any further offers of settlement.

#### Findings

Upon review of the submissions provided by the parties, I do not find that the company failed to provide its services to the standard to be reasonably expected by initially questioning the customer's assertion that she had not received the first cheque (which had been cashed) and then conducting an investigation into this issue. However, I note that the company did not make the first cheque payable to the customer (instead making it out to a restaurant which she formerly owned). Under the circumstances, I find that this amounted to a failure on the part of the company and I therefore find that the customer's claim succeeds in part.

#### Outcome

The company shall provide the customer with a written apology and compensation in the sum of £100.00.

The customer must reply by 1 February 2018 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0633

Date of Decision: 4 January 2018

## Party Details

Customer: [REDACTED]

Company: [REDACTED]

## Case Outline

### **The customer's complaint is that:**

- In December 2016, she sold the Café (to which the company was providing water services) but failed to notify the company of the sale and to cancel her direct debit payments.
- She contacted the company about this issue and it promptly agreed to provide her with a refund in the sum of £989.65.
- The customer asserts that she requested that the cheque be made payable in her own name.
- The company sent a cheque for £989.65 to the customer but she submits that she did not receive it.
- The customer complained to the company about this issue and upon investigations, it was able to ascertain that the cheque had been cashed. However, the cheque had been made out to the Cafe.
- The customer submits that the company initially refused to provide a further cheque in the same amount as the first cheque had already been cashed. However, it eventually provided the customer with a further cheque in the same sum of £989.65.
- The customer submits that she is dissatisfied with company's handling of this issue and the fact that it did not provide her with an apology and offer her compensation. She therefore complained to the company and it offered her a £25.00 payment. The customer does not accept this and is seeking a written apology and compensation in the sum of £600.00.

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

- The customer contacted it in April 2017 stating that she had sold Café in December 2016 but had failed to notify the company.
- Despite the above, the company submits that it agreed to provide the customer with a refund of £989.65 and it sent a cheque to her home address.
- The company submits that the cheque was subsequently cashed. However, the customer submitted that she did not receive it.
- The company submits that it investigated this issue and due to the customer's insistence that she had not received the cheque, it sent a further cheque of £989.65 to her.
- The company also offered the customer compensation in the sum of £25.00.
- The company does not dispute that the original cheque was made out to the Café but submits that there is no evidence the customer requested that it be made payable in her own name.
- The customer was not satisfied with this and is now seeking a written apology and compensation in the sum of £600.00.
- The company does not accept that it has failed to provide its services to the standard to be reasonably expected and submits that it is not obliged to provide the customer with the redress being claimed.

### **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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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?**

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1. The crux of this dispute lies with the customer's assertion that she is entitled to a written apology and compensation in the sum of £600.00 as a result of the company's unsatisfactory service in connection with its provision of a refund cheque in the sum of £989.65 to her.
2. At this juncture, I find it prudent to remind the parties that adjudication is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
3. It is not disputed by the parties that after the customer contacted the company in April 2017 to advise she had failed to inform it of the sale of the Café in December 2016 and to cancel her direct debit payments, the company promptly agreed to provide the customer with a refund in the sum of £989.65. I do not find that the company failed to provide its services to the standard to be reasonably expected up to this stage.
4. Furthermore, the parties do not dispute that the company made the refund cheque out to the Café and that the cheque was subsequently cashed. However, the customer submits that she did not receive this cheque and that she had expressly advised the company to make the cheque payable in her own name. Based on the evidence provided by the parties, I am unable to objectively conclude whether the customer had advised the company to make the cheque payable in her own name as asserted. However, taking into account the fact the company accepts that it was made aware from the customer's initial contact that she had sold the Cafe, I find that the company's action of making the refund cheque payable to the Cafe (which the customer would be unable to use) was a failure to provide its services to the standard to be reasonably expected.
5. It is apparent from the evidence available (such as the customer account notes detailing the contact between the parties and the company's actions) that the company did take action in response to the customer's assertion that she did not receive the cheque and ultimately issued a replacement cheque in the sum of £989.65. I acknowledge the customer's assertion that she felt the company's service provision was unsatisfactory as it initially advised that it would not send another cheque as the first one had already been cashed and when it subsequently agreed to investigate the issue further, this process took several months. The customer indicates that this made her feel like the company did not believe that she did not receive the cheque.

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6. Taking into account the company's overall actions, I am not satisfied that it failed to provide its services to the standard to be reasonably expected. Under the circumstances, I find that it was fair and reasonable for the company to have initially questioned the customer's request for a further cheque to be sent and for it to have taken some time to thoroughly investigate the issue before taking any further action.
7. Consequently, following careful review of all the evidence provided to me at the time of adjudication, I am satisfied that the company has failed to provide its service to the standard to be reasonably expected (as detailed above). However, given the nature and extent of the established breach (and the remedial actions already taken by the company), I am not satisfied that the claimed redress is proportional.
8. I note that the company has already offered the customer compensation in the sum of £25.00 for the issues experienced. Having regard for the company's established failure, I find that it is fair and reasonable for it to provide the customer with £100.00 in compensation and a written apology.

#### **Outcome**

The claim succeeds in part.

The company shall provide the customer with a written apology and compensation in the sum of £100.00.

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

- This adjudication decision is final and cannot be appealed or amended.

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- The customer must reply by 1 February 2018 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.



**E. Higashi** LLB (Hons), PGDip (LPC), MCI Arb.

**Adjudicator**

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