

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0544

Date of Decision: 3 August 2017

#### Complaint

After a replacement water meter was fitted at his property in 2014, the customer queried two bills received from the company ("the Queried Bills"). He submits that the company's billing department told him that subsequent payment reminders could be ignored. The company caused a late payment marker to be registered against the customer's Equifax credit file, which still shows against January 2016 ("the January 2016 marker"). The customer contends that the company was wrong to register the January 2016 marker. He requires its removal by the company together with an apology. The customer also seeks compensation for his having to endure an impaired credit rating, damage to reputation and for his time and effort expended on this matter.

#### Defence

The company maintains that the Queried Bills were correct from the outset. It denies that the customer was ever told that payment reminders could be ignored. The company's notification to Equifax – leading to the entry of the January 2016 marker – was appropriately made. Accordingly, the company's position is that no apology or compensation is due in this case.

#### Findings

When the January 2016 marker was placed on the customer's credit file, that was the result of a fair and accurate notification to Equifax of the customer's actual payment history at that time. In causing or allowing the January 2016 marker to remain registered on the customer's credit file, the company has acted correctly and appropriately.

#### Outcome

The company does not need to take any further action.

- This adjudication is final and cannot be appealed or amended.
- The customer must reply by 31 August 2017 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

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Date of Decision: 3 August 2017

## Party Details

Customer: ██████████

Company: ██████████

## Case Outline

### The customer's complaint is that:

- The company has wrongly caused a late payment marker to be registered against the customer's Equifax credit file.
- The adverse marker in question continues to show for January 2016 ("the January 2016 marker").
- The issues in this case all stem from the fitting of a new water meter ("the New Meter") at his home in 2014.
- On 2 June 2014, the company sent a bill for £65.28 ("the £65.28 Bill"). At that time, he regarded the amount of the £65.28 Bill as "*relatively small*".
- He queried it with the company and wondered whether there might have been an error linked to the installation of the New Meter.
- The company's billing department told him "*not to worry*" and that he did not need to pay the £65.28 Bill until:
  - the matter had been resolved; and
  - a new reading (of the New Meter) could be confirmed.
- Importantly, the company's billing department also told him "*to ignore any reminders*" about the £65.28 Bill – at least until such time as:
  - the New Meter had been read; and
  - the amount of the £65.28 Bill could be verified as correct; and
  - the next bill was received.

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- In keeping with the advice received from the billing department, he duly ignored the company's payment reminder of 8 July 2014, sent in relation to the £65.28 Bill.
- He then received a new bill from the company dated 9 December 2015 for £253.80 ("the £253.80 Bill), which also showed that – of course – the £65.28 Bill was still outstanding at that point.
- The £253.80 Bill struck him as "*unusually high and not in line with [his] normal usage*". In light of this, he submits that he (again) telephoned the company's billing department to query the £253.80 Bill. There was agreement from the company's telephone agents that:
  - only the £65.28 Bill needed to be paid at that stage; and
  - the New Meter would be checked to ensure that it was working properly; and
  - in the interim, any payment reminders that came through relating to the £253.80 Bill could safely be ignored "*until the issue of [the New Meter] could be resolved*".
- Once again, in keeping with the advice received from the company's billing department, on 18 December 2015, he paid the £65.28 Bill (but, at that juncture, did not take any action in respect of the £253.80 Bill).
- He cannot recall receiving any payment reminder, dated 15 January 2016, in relation to the £253.80 Bill. However, if such a reminder had come through, he explains that he "... *would have ignored it once again as [he] was advised to do by [the company's] telephone agents ...*"
- He (also) cannot say for sure whether the company's 'legal letter' of 2 February 2016 was received but for present purposes, he is prepared to accept that it was received and that it prompted him to pay the £253.80 Bill on 8 February 2016.
- He concedes that he did not contact the company's billing department at that stage to ask what was happening with the checking of the New Meter, etc. Rather, he explains that he decided simply to settle the £253.80 Bill for the sake of his health, to draw a line under the matter and only because:
  - he was "*feeling stressed by [the company] and unwell*"; and
  - he had been undergoing treatment for cancer "*and was simply unable to cope with the situation*".
- He requests that the company be directed to:
  - remove the January 2016 marker from his credit file "*without delay*"; and
  - apologise; and
  - pay compensation. (The amount of the compensation award, if the customer is entitled to any at all, is left to my discretion as the adjudicator).

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- His main ground for seeking these remedies of the company is explained as follows:
  - “ ... *If I have been in default or late in my payments, it was simply because I acted upon the poor advice from [the company's] own agents and the operational failings within their organisation ...*”

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

- By reference to data on usage recorded for the £65.28 Bill and for the £253.80 Bill (“the Data”), there is confidence that the New Meter was not faulty as the customer suggests. Therefore, the claimed (possible) linkage between the customer's overdue bills and the installation of the New Meter is refutable.
- The £65.28 Bill, sent out to the customer on 2 June 2014:
  - was an estimated one; and
  - was based on previous consumption; and
  - critically, related to a usage period that pre-dated the installation of the New Meter (on 21 July 2014).
- As to the alleged interactions with its billing department, the evidence does not support the conversations for which the customer contends. None of its June, July or August 2014 records shows or mentions:
  - any query about the £65.28 Bill being raised by the customer; or
  - that the customer was told that he could ignore payment of the £65.28 Bill.
- Similarly, as regards the £253.80 Bill, only two contacts from the customer can be traced – both were taken by its automated payment line. There is no record of the separate call or calls contended for by the customer whereby it is alleged that the customer:
  - queried the £253.80 Bill (whether for being “*unusually high*” or at all); or
  - was told that the New Meter would be checked; or
  - was advised that only the £65.28 Bill needed or should be paid at that stage; or
  - was assured that any payment reminders relating to the £253.80 Bill could be ignored.
- On the basis of the Data and other calculations, both the £65.28 Bill and the £253.80 Bill were correct from the outset and properly payable by the customer.
- The £253.80 Bill was sent out on 9 December 2015 but in the event, it was not paid by the customer until 8 February 2016.
- As such, when the January 2016 marker (a mark of “1”) was placed on the customer's credit file, that was the result of a fair and correct notification to Equifax of the customer's actual payment history at that time – i.e. that the £253.80 Bill was one month overdue.

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- In all the circumstances, the company does not consider that it should be required to:
  - cause the January 2016 marker to be removed from the customer's credit file; or
  - apologise to the customer; or
  - pay any compensation.

### 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?

1. I should remind the parties that adjudication is an evidence-based process where the burden of proof rests on the claimant, in this case the customer, to prove his case on the balance of probability.
2. In reaching this decision, I have had the benefit of reading the customer's comments on the company's defence, sent under cover of the customer's email dated 26 July 2017 ("the Comments"). In accordance with Scheme Rule 5.4.3, however, I have disregarded the documents enclosed with the Comments on the basis that those items appear to constitute the submission of new evidence.

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### Main strands to the customer's case

3. There appear to be three main strands to the customer's submissions:
  - a. when he received them, the customer indicates that he did not necessarily trust that the relevant bills were correct. The £65.28 Bill seemed, he submits, unusually low and the £253.80 Bill unusually high;
  - b. he speculated that the New Meter might be faulty and that this might be the reason for the unusual bill amounts. He submits that this was, at least, the premise for his querying of both bills with the company's billing department ("the Queries");
  - c. according to the customer's submissions, the company's telephone agents were reasonably receptive to the Queries. The customer submits that the agents:
    - i. agreed with him that the New Meter would or should be checked; and
    - ii. crucially for present purposes, *advised him that any payment reminders he happened to receive, in relation to the £65.28 Bill and the £253.80 Bill, could be ignored* ("the Advice").

### Change in case introduced by the Comments

4. As I understand the customer's case as originally put, he was submitting that the company's billing department ***told him expressly***:
  - a. "*not to worry*"; and
  - b. that he did not need to pay the relevant bills (or pay heed to payment reminders).
5. Reading the Comments, however, it seems that the customer has changed his submissions on this key issue ("the Change in Submissions"). The Change in Submissions is subtle but significant, as I see it:
  - a. first of all, it appears that the customer is (now) alleging that:
    - i. he thought that he should be entitled to compensation from the company because of the way that whole issue of the installation or relocation of the New Meter had been handled; and
    - ii. that question of entitlement to compensation was supposed to be under review ("the Review"); and
    - iii. the company had "*promised*" to keep his account 'on hold' until such time as the Review could be completed; and
    - iv. in the event, the Review did not take place until 8 December 2016; and
  - b. moreover, with reference (for example) to the company's call notes dated 7 August 2015, i.e. evidence item 5 annexed to the defence, the customer asserts in the Comments:

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- i. "... *they apologise to me that a 'final' was sent out to me though a 'hold' was placed on my account. **By obvious implication** [my emphasis], this means that I was told to ignore bills sent out to me until the hold was taken off ...*"; and
  - ii. "... **I was therefore entitled to believe** [my emphasis] *that from that moment onwards I was entitled to ignore all future bills ...*"
6. Therefore, as I follow it, the Change in Submissions is essentially this: the customer is no longer saying that the company **expressly** gave him the Advice (i.e. that it told him specifically that he could ignore the relevant bills). Instead, the case as now put is that **this was (merely) a reasonable or obvious inference for the customer to draw** from his interactions with the company's agents at the time.
7. I do not regard the Change in Submissions as very satisfactory. I am inclined to treat the company's responses as the more credible in light of it.

The possibility that the New Meter was faulty

8. The customer refers to his speculation that the New Meter might have been faulty and that this might have provided an explanation for the unusual bill amounts. However, I accept the company's submissions made in its defence on this aspect.
9. I find it is clear from the correspondence that the New Meter was not fitted at the customer's property *until some weeks after the customer received the £65.28 Bill*.
10. I consider this fact to be self-evident from a cursory reading of the customer's email to the company of 12 June 2014 (evidence item 1).
11. Consequently, I find the customer's submission (i.e. that he was prompted to query the £65.28 Bill because of substantive concerns that the New Meter might not be working properly) to be unsustainable.

Was/is the relocation of the New Meter "a separate matter" to the core complaint in this case?

12. I understand the customer's core complaint in this adjudication to be that – in the face of the Queries raised and the Advice provided - the company was wrong to cause the January 2016 marker to be registered on the customer's credit file.

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13. I note the customer's strong assertion in the Comments about the whole re-siting of the meter issue:

*"... it is not a separate matter; it goes to the promise of a 'review' regarding compensation ..."*

14. I am not persuaded by the customer's argument on this. This appears to me to be a point bound up with the Change in Submissions. The explanation given originally by the customer as to why he considers that the New Meter issue was not "a separate matter" strikes me as **different** from the assertion in the Comments (extracted above). In his application form, the customer's submission was:

*"... of course the meter exchange **does** have a bearing on the alleged bill of 09/12/15 because the bill they sent me for £65.28 on 02/06/14 was a relatively small amount at that time as I had queried the amount as being a possible error as a result of the meter being swapped for a new one ..."*

15. On balance and given the different explanation noted, I consider that the company is correct to treat the New Meter-related complaint as *"... actually a separate matter ..."*

Evidence to support the Queries being raised and the Advice being provided

16. Earlier in this decision (above), I indicated that the Change in Submissions – as I see it – does not assist the credibility of the customer's case. In case I am wrong in that impression, I propose to address the next questions without factoring in the Change in Submissions at all.

17. In this section that follows, I simply consider what evidential support there is for the customer's (original) assertions:

- a. that he raised the Queries with the company's telephone agents; and/or
- b. that those agents provided him with the Advice (i.e. to the effect that the relevant bills could be safely ignored).

18. If it can be shown that the company's agents did issue the Advice as alleged, I would regard that as a powerful justification for the customer holding off on payment of the £65.28 Bill and the £253.80 Bill in the way that he did.

19. For its part, the company denies that the Queries were ever raised and that the Advice was ever provided.

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20. To support its denial in these respects, the company points – in particular - to:
- a. the customer’s email of 12 June 2014 (evidence item 1); and
  - b. its contact / enquiry notes of 23 and 24 July 2014 (evidence items 2 and 3); and
  - c. its case manager’s telephone note of 7 August 2014 (evidence item 5); and
  - d. its contact / enquiry notes appearing to show payments received on 17 December 2015 and 6 February 2016 respectively (evidence items 7 and 10); and
  - e. its ‘customer contact history list’ showing various entries between 9 December 2015 and 25 November 2016.
21. I can see from his email to the company of 12 June 2014, for example, that the customer was focusing on his “*formal complaint*” about the removal of his (then) existing water meter and the relocation of the New Meter. However, in this 12 June 2014 email, there is no mention (at all) of any query, issue or doubt surrounding the £65.28 Bill. The company submits that the £65.28 Bill had been sent out ten days earlier, on 2 June 2014. The probabilities are - it seems to me – that the customer would have raised his query with the company around this time, if indeed he had regarded the £65.28 Bill (once received) as being unusually low. I cannot see, however, that he did raise any such query at this key time.
22. On review of all the available evidence items, I have not been able to detect or identify any raising of the Queries by the customer or any indication of the Advice being provided by the company, at any material stage.
23. In the Comments, I note that the customer complains repeatedly that he has not been provided with audio recordings of all telephone conversations with the company. He asserts that:
- a. “ ... *such recordings would have confirmed that I correctly recall the discussions with [the company] ...*”; and
  - b. “... *some of their staff (perhaps due to human error or otherwise) have obviously not recorded those conversations properly on their computer system ...*”
24. I am not persuaded by the customer’s assertions about what the telephone records (assuming any exist at all) would have shown.

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25. I am also not persuaded that the company's agents have not kept a proper record on their system of conversations held. The customer's claims in this vein seem rather speculative to me.
26. Having regard to the documentary evidence that has been produced, I prefer and accept the company's submissions. It seems to me likely that if the company's agents had advised the customer that he could ignore any payment reminders for the £65.28 Bill and the £253.80 Bill then a note would have been recorded to that effect on the company's contact records (but no such note appears, as far as I can see).

### Conclusions

27. On the balance of the available evidence – and for all the reasons set out above – I am not satisfied that the customer has made out his case:
- a. on the facts, with regard to his alleged raising of the Queries with the company; or
  - b. as to having substantive or real grounds for doubting the correctness of the £65.28 Bill or the £253.80 Bill (i.e. that the New Meter might have been faulty); or
  - c. as to having, at any point, received the Advice from the company's agents that he could safely ignore all payment reminders relating to the £65.28 Bill or the £253.80 Bill; or
  - d. that his lateness in making bill payments is explicable or justified because he was only ever acting: “... upon the poor advice from [the company's] own agents ...”
28. Following on from my conclusion immediately above, I do find the chronology set out in the company's defence (“the Chronology”) to be reliable and accurate as to the relevant events.
29. Having regard to the Chronology and the comprehensive evidence available, I am satisfied (and I accept the company's submissions) that:
- a. both the £65.28 Bill and the £253.80 Bill were correctly calculated in the first instance and properly payable by the customer; and
  - b. as such, when the January 2016 marker (a mark of “1”) was placed on the customer's credit file, that was the result of a fair and correct notification to Equifax of the customer's actual payment history at that time – i.e. that the £253.80 Bill was one month overdue.
30. In causing or allowing the January 2016 marker to remain registered on the customer's credit file, I find that the company has acted correctly and appropriately. It follows that the customer's complaint is unable to succeed.

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## 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 31 August 2017 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.
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**Nik Carle** LLB (Hons), Solicitor, DipArb, FCIArb  
**Adjudicator**

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