

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0569

Date of Decision: 30 August 2017

Complaint

The customer submits that the company had been billing her on the wrong tariff since 2011. The company has caused her an immeasurable amount of distress and stress for a prolonged period. The company has paid her £150.00. However, she does not believe that this is sufficient compensation for all she has had to endure.

Defence

The company submits that it recognises that it has let the customer down and that it has not provided the level of service expected. Its process at the time the customer was moving properties was too rigid. It did not thoroughly investigate the customer's complaint and should have provided better explanations when it had a chance to do so. Therefore taking into consideration the number of errors made and the effort and distress experienced by the customer, it has offered further compensation in the sum of £1,077.20.

Findings

It is not in dispute that the company made a number of errors both on the customer's account and in the handling of her complaints. The company admits liability for these failings. The customer has already received £150.00 in compensation. The company's additional offer of £1,077.20 compensation, (with £277.20 used to clear the balance of the customer's 2017-2018 charges and the remaining £799.58 - rounded to £800.00 paid direct to the customer), is fair and reasonable in the circumstances. The customer has not provided any evidence to justify a larger sum of compensation for the failings shown.

Outcome

The company needs to take the following further action:

I direct that the company clear the balance of the customer's 2017-2018 charges and pay £800.00 directly to the customer, if it has not already done so.

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The customer must reply by 28 September 2017 to accept or reject this decision.

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Party Details

Customer: ██████████

Company: ██████████

Case Outline

The customer's complaint is that:

- It came to her attention that the company had been billing her on the wrong tariff when she moved property in 2011. She made numerous telephone calls highlighting this from the period 2011 – 2016.
- The company has caused her an immeasurable amount of distress and stress for a prolonged period. Bailiffs' letters have been sent to her property on numerous occasions. Bailiffs have also telephoned her at home and on her mobile phone. The stress has impacted on her health as she has suffered from Multiple Sclerosis for 20 years and does not tolerate stress very well. She was admitted to hospital in August 2013 as a result of a suspected stroke. She suffered all this as a result of the company's mistakes.
- To date, after going through the complaints process with the Consumer Council for Water ("CCW"), she has received £150.00 in compensation. The company has also sent her flowers which she was allergic to and it would therefore have been appropriate to ask her first or offer her a choice. She does not believe this is a fair amount of compensation for all she has had to endure and the impact the issue has had on her.
- The customer requests that the company is made accountable for its actions and for an unspecified amount of compensation.

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The company's response is that:

- The customer lived at [] (“Property 1”) between March 1990 – 10 June 2011; [] (“Property 2”) between 11 June 2011 – 28 July 2013; and moved back to Property 1 on 3 September 2013.
- In March 2010, the customer applied for and was accepted for ■■■(ABA) at Property 1. ABA was a capped tariff, reducing the charges to support certain households. On 11 June 2011 the customer moved to Property 2. Its process at that time was for customers to reapply for ABA upon moving home and as such, a new application form was sent to the customer. According to its records it did not receive a completed application form and so the customer was billed on full unmeasured charges. The customer moved back into Property 1 on 3 September 2013 and a new ABA application form was sent. On 10 March 2014 it received the completed ABA application form, which was accepted and the tariff was applied and backdated to 3 September 2013.
- On 7 December 2015, the customer made an application for financial assistance via its Customer Assistance Fund (CAF) but did not meet the eligibility requirements. The customer had been paying her charges by a monthly payment plan, but there were some gaps in the payments that were made. After missing the November and December 2015 instalments, it was agreed that the customer could make contact in January 2016 to set up a new payment plan. Unfortunately, it failed to notice that because of the missed payments at that time, the account was already in the process of being passed to a Debt Collection Agency (DCA). The account was passed to the DCA on 21 December 2015. From 6 January 2016 to 4 January 2017, the customer contacted it on at least seven occasions to query charges and raise concerns and a number of errors were then made in the handling of the customer's complaints.
- It recognises that it has let the customer down and that it has not provided the level of service expected. Its process at the time when the customer was moving to Property 2 was too rigid and it did not follow up on the customer's application for ABA. It did not fully understand the customer's situation when she made contact in December 2015. In particular, it should have alerted the customer to the fact that her account was due to be passed to a DCA and could have 'held' the account. It did not properly review its notes in January 2016. If it had, it would have known what had been agreed in December 2015. It did not take time to accurately calculate the correct charges between 2011 and 2013. The customer had to point this out to it. It cancelled the customer's ABA in February 2016 in error. It did not thoroughly investigate the customer's complaint and should have provided better explanations when it had a chance to do so. It did not appreciate the amount of effort and impact on the customer.

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- It has offered its deepest apologies to the customer and wishes to do again. Taking into consideration the number of errors made and the effort and distress experienced by the customer, it offered to cancel full charges for Property 2 from June 2011 and July 2013 in the sum of £1,0076.78. £277.20 will be used to clear the balance on 2017-2018 charges and the remaining £799.58 (rounded to £800) will be paid directly into the customer's bank account. The customer initially accepted this offer but subsequently changed her mind believing a higher offer should be made.

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 must 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 her case on the balance of the evidence.
2. The customer submits that she has been complaining to the company since 2011. However, the customer has not provided full and substantive evidence of these communications such as copies of all correspondence, the dates and times of all calls and contemporaneous notes of calls. I am therefore only able to accept the customer's submissions where these also correspond to the information on the account notes submitted by the company.

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Billing and customer service errors

3. The company itself admits that it has made a number of errors both on the customer's account and in the handling of the customer's complaints.
4. Firstly, although no evidence has been submitted to show that the customer submitted a completed ABA application form when she moved into Property 2; the company itself submits that its process at the time when the customer was moving between properties was too rigid, with the onus placed on the customer to apply for the ABA again. The company also submits that it did not follow up on the customer's application for ABA. Consequently, the customer was billed at a higher rate than that which she would have been eligible for between 2011 - 2013.
5. The company also accepts that it did not thoroughly investigate the customer's complaints or provide clear explanations in its responses to her complaints. The company admits that it did not: take the time to fully understand the customer's situation when she made contact in December 2015 to apply for the CFA; alert the customer that her account was due to be passed to a DCA; stop the customer's account from being passed to the DCA, although it could have done so; properly review its notes in January 2016; or accurately calculate the correct charges between 2011 and 2013 again in December 2016. It also cancelled the customer's ABA in February 2016 in error. It has itself submitted notes to show that the customer had to contact it on numerous occasions between December 2015 and January 2017 to query charges and raise concerns.
6. In view of the parties' submissions and the evidence provided to support these submissions, I find that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person in its dealings with the customer.

Redress

7. The customer requests that the company is made accountable for its actions. The customer also requests an unspecified amount of compensation. I have found that the company failed to provide its services to the customer to the standard to be reasonably expected in its dealings with the customer, consequently the customer's former request succeeds.

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8. In respect of the customer's claim for an unspecified amount of compensation, bearing in mind the fact that the customer was charged incorrectly; that the customer had to contact the company on numerous occasions; that customer was unnecessarily chased for the debt by at least two separate DCAs; and that the customer received poor customer service; I am satisfied that the customer is entitled to a measure of compensation for the stress and inconvenience caused.

9. However, it is not in dispute that the customer has already received £150.00 from the company in relation to this matter. Further, having carefully considered the matter, I am satisfied that the company's additional offer of £1,077.20 compensation, (with £277.20 used to clear the balance of the 2017-2018 charges and the remaining £799.58 - rounded to £800.00 paid direct to the customer), is fair and reasonable in the circumstances. The customer has not provided any evidence to justify a larger sum of compensation for the failings shown. I am satisfied that the £1,0076.78 offered represents a fair and reasonable remedial sum. I therefore direct that the company clear the balance of the customer's 2017-2018 charges and pay £800.00 directly to the customer, if it has not already done so.

Outcome

The company needs to take the following further action(s):

I direct that the company clear the balance of the customer's 2017-2018 charges and pay £800.00 directly to the customer, if it has not already done so.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 28 September 2017 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.

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- 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.
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Adjudicator

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