

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0880

Date of Decision: 11 September 2018

Complaint

The customer claims that her bills do not accurately reflect her usage and that she is being overcharged by the company. She refutes that the company has explained how it has arrived at the amounts being requested. The customer would like the company return to read the meter again, for it to waive the arrears on her account and pay her compensation of £1000.00 for the time and energy she has spent trying to resolve this issue over a prolonged period.

Defence

The company accepts there have been customer service failings but feels that its payment of £40.00 and credit of £10.00 sufficiently address these. It repaired a leak found on the customer's outside stop valve; however, the customer's usage has been consistent and higher than average since she moved into the property. Her metered charges accurately reflect the customer's usage. As the customer told it that she could not afford to pay more than £25.00 per month, it agreed to reduce her payment plan to this amount. The company submits that the customer has not proven that the usage billed for has not been used and it denies the customer is entitled to the remedies sought. It has not offered any settlement amount.

Findings

The company accepts there were some customer service failures when dealing with the customer's queries and complaint. In addition to these, it also delayed in investigating the usage showing on the customer's water meter when she disputed charges, agreed to keep her payment plan set at an amount that did not cover the charges, which resulted in charges accumulating on the customer's account, and also has yet to sufficiently investigate the customer's complaint regarding metered charges. This is evidence of the company failing to provide its services to a reasonably expected standard.

Outcome

The company shall pay the customer compensation of £150.00, take appropriate action to continue to investigate the customer's higher than average water usage showing on the water meter and provide a written apology.

The customer must reply by 9 October 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 11 September 2018

Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- She moved into [] ('the property') on 29 March 2015. Initially the company assessed her usage and put her on a plan to pay £25.00 per month and she made these payments regularly. In 2017, the company subsequently advised that her usage had exceeded the estimated usage and that she had substantial arrears on her account. She called its customer services to query why her usage had risen to £73.00 per month and how it had originally been calculated, as her usage had not changed. The customer asserts the customer services representative was impolite during this call.
- Following further calls with the company, it eventually arranged for an engineer to attend her property in November 2017 to show her where the water meter was located and read the meter in her presence. A leak was found and the engineer advised they would report it to the company and arrange for it to be fixed as it was apparent this was the cause of the high water readings.
- She did not hear back from the company until 23 December 2017 when it told her to respond within a required timeframe in order for it to send someone out to fix the leak.
- She responded and at the same time made a formal complaint. She then received a letter telling her that the leak had been fixed and advising her that it had deducted a sum of money from her "outstanding bill" in order to address the excess usage caused by the leak and advising it had estimated her usage at £28.00 per month and due to the previous monthly payments of £25.00, she was in arrears.
- She wrote to complain again asking for an explanation of how it arrived at the conclusion that she now needed to pay £28.00 per week. She feels this is an excessive amount for a single occupier who works fulltime. The customer asserts that she personally knows of a family of four

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with two small children who have heavy usage who pay the same monthly amount. She disputes that this amount or the outstanding charges reflect her usage.

- The company responded to her further complaint but did not provide a satisfactory explanation and said that it could not assist her further, and if she was not satisfied she could escalate her complaint to the Consumer Council for Water (CCW).
- She received a bill from the company demanding £192.00 out of £772.00 still owing. She is at a loss at how the company arrived at this figure.
- The company's customer service has been "appalling" and, whilst it has apologised and paid her compensation of £40.00, it has failed to resolve the substantive issue in question.
- She has never opted to receive her bills by e-mail and she has not been able to open the bill sent to her via e-mail in January 2018 and she requests that a paper bill is sent (and for all her bills to be sent to her this way).
- The customer seeks a clear explanation from the company of what it thinks she owes and how exactly it arrived at this figure and also for it to reconsider the estimated usage it has quoted (and possibly to return to read the meter again as it cannot be accurate) or alternatively put her on the lowest tariff and apply this retrospectively from the date she moved into the property.
- The customer seeks that the company waive the arrears on her account and pay her compensation of £1000.00 for the amount of time and energy spent trying to resolve this issue, over a protracted period. She also requests an apology from the company for the issue having "dragged on" since 2016.

The company's response is that:

- The customer called it on 26 October 2015 to query her first metered bill for the period 29 March 2015 to September 2015. The customer asked for another meter reading to be carried out and to set up a £25.00 per month payment plan in the interim, which was agreed, although the agent explained this amount was insufficient to cover the usage and would result in a carried forward balance of £374.35 after the 12 month billing period had elapsed. Another meter reading (00865) was returned on 16 November 2015, which was in line with the customer's previous read and usage.
- It contacted the customer on 15 January 2016 regarding the latest meter read and to let her know that her usage was still 0.40 cm³ per day. It left a message advising to call back if she still felt her consumption was higher than she believed it should be.
- The customer called again on 6 October 2016 to query her bill of 3 October 2016; she was unhappy with the £60.00 payment plan that had been set up in order to cover what she owed

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and for her future usage. The agent asked the customer questions using its lifestyle calculator, to assess how much water the customer used and it was estimated she used 290 litres of water a day (0.29 cm³), which would equate to an annual bill of £300.00. The agent agreed to reduce her payments back down to £25.00 and sent her a new payment plan statement on 10 October 2016 showing that the sum of £440.45 would be carried forward.

- The customer called again on 6 October 2017 to query her bill of 2 October 2017; she was unhappy with the increase to £73.00 per month that had been set up in order to cover what she owed and for her future usage. She advised that her usage had not changed and she lived alone and that £25.00 should be sufficient. The agent confirmed she would need to pay £32.25 a month to cover the amount of water she was using and on top of that she needed to pay an additional amount to cover the arrears that had built up. The customer requested another meter read as she believed the bills had been based on estimates; however, it was explained that her bills were based on actual readings. It was also confirmed that the meter was located in the footpath in the ground. She asked to speak to a manager and as one was not available the agent advised he would arrange a call back. However, as the customer was unhappy with this response, she hung up and the agent was unable to arrange a call back. The company disputes the customer's claim that its agent was impolite and it has supplied the recording of this call to support its position.
- The customer complained in writing on 23 October 2017 to express her dissatisfaction and its case manager called the customer on 1 November 2017. The customer was asked how many people live at the property and its case manager arranged for her supply to be checked on 23 November 2017.
- Its technician visited at this time and found that the supply and meter only served the customer's property; however, it was also identified that there was a leak somewhere between the inside stop valve (ISV) and where the meter and outside stop valve were located. Usually it would carry out a free investigation and repair service, but its terms and conditions exclude supply pipes that are more than 25 meters long, as in the customer's case. For this reason the customer was advised that she did not qualify for a free goodwill repair. Its Customer Side Leakage Department called her on 12 December 2017 and advised it would arrange for the public footpath to be excavated to establish if the leak was located on its asset or the customer's private property. On 20 December 2017, it called her to confirm that a repair had been booked in for 5 January 2018 to repair the leak on the outside stop valve (OSV) and a decision form was sent for her to complete, sign and return giving it permission for it to carry out the free goodwill repair. It called the customer on 3 January 2018 to confirm the repair would take place on 5

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January 2018 and the customer advised that having to return the form at short notice before travelling had caused her stress and she wanted compensation. The agent explained once the repair had been carried out it would take meter readings and adjust her bills. On 4 January 2018, it sent an e-mail apologising for any customer service issues and confirmed a goodwill payment of £40.00 to say sorry.

- The leak was repaired on the meter on 5 January 2018 and the reading on the date of the repair was 01172. It calculated a leak allowance of £134.71 was due and, on 31 January 2018, it advised the customer via e-mail of how it calculated this amount and that it would be applied to her account to reduce the outstanding amount. The customer replied the same day querying how the outstanding balance had accumulated as the dates cited in its e-mail were different from those given in bills and asked if all of her payment had been taken into account. It replied on 2 February 2018 confirming the dates of bills, the leak allowance applied based on meter reads taken since the leak had been repaired and it also provided information about its Customer Assistance Fund (a grant to help pay a customer pay bills if the customer owes it money or is in financial hardship).
- On 27 March 2018 it received a pre-investigation letter from CCW and on 12 April 2018 it provided very detailed response to CCW. It advised that it accepted it had calculated the leakage allowance based on an incorrect repair date (8 January 2018 rather than 5 January 2018) and the correct leak allowance should have been £136.48 and it confirmed it had applied a £10.00 credit to cover this difference. It also agreed to carry out further investigations as the customer's usage had returned to what it had been before the leak was proven. An engineer attended on 18 May 2018 and no leaks on the supply were found and the meter was still. Its Case Manager (CM) called CCW to advise of this and to detail that the customer now had the option of having the meter tested. CCW thought a fault to the meter was unlikely and as there is a cost involved it may not be the best option for the customer.
- In a letter dated 24 May 2018, it confirmed to CCW the discussion between its Customer Representative who had visited and the customer, and, in its letter to the customer dated 30 May 2018, CCW supported its position.
- The company asserts that whilst a leak was identified on 23 November 2017 on the OSV, the usage recorded on the meter has been relatively consistent (between 0.333 – 0.444 cm³ since the customer moved in. It is possible that the leak may not have caused any extra water to pass through the customer's meter. It re-tested the supply on 18 May 2018 and no leak was detected.
- In regards to the payment plan, the customer has been consistently told the £25.00 payment would not cover her usage and that she needed to increase her payments, however, as she

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advised she could not afford these payments, it agreed to reset the payment plan at £25.00 in the interests of good customer service.

- It has apologised for any failures in customer service and sent a cheque for £40.00 and provided a credit for £10.00 for quoting an incorrect date in its leakage allowance.
- It denies it is liable to waive the arrears on the customer's account as the charges accurately reflect the customer's usage. The company confirms that as well as the £34.20 per month to cover her daily usage, in order to clear the arrears of £200.58 (as at the date of the Defence) over 12 months the customer would need to pay an extra £16.72 per month.

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. The customer's main claim is that the usage being recorded on her meter is not accurately reflecting her usage, and as a result she has been overcharged by the company. She also complains about the arrears on her account that have accumulated and asserts that the company has failed to provide an acceptable level of customer service whilst dealing with the issues in dispute and her subsequent complaint raised.

Water usage

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2. The customer disputes that her bills accurately reflect her usage. The customer's water supply is metered and, based on the evidence, the majority of her bills have been based on actual readings taken. The company accepts that the usage at the property has always been higher than average for a single occupant, which is between 0.09 and 0.18 cm³ a day whereas the customer has used between 0.333 – 0.444 cm³ since she moved into the property on 29 March 2015 (an average of 0.413 cm³ per day). This usage equates to monthly charges of approximately £34.20. However, the company asserts that based on information the customer provided, it assessed her usage at roughly 0.29 cm³ per day, which, although less than her metered average, remains higher than average. The information in the Customer Representative Support Form (CR form) at Appendix 17 indicates the customer is a single occupier who works fulltime and is out most days (although she works from home on Fridays and has her sister stay for approximately eight days twice a year).

3. I am satisfied that the company is under an obligation to investigate claims that the metered usage is incorrect, particularly if usage is higher than average and in the customer's case higher than the amount of water the company has estimated is being used (based on the customer's answers to its question). On 23 November 2017, an engineer attended and confirmed that the supply and meter only served the customer's property and identified a leak was present. The company has highlighted that usually it would carry out a free investigation and repair service. However, as its terms and conditions exclude supply pipes that are more than 25 meters long, as in the customer's case, she was advised that she did not qualify for a free goodwill repair. Nevertheless, it is clear from the evidence that the company proceeded to excavate the public footpath outside the customer's property to locate the leak in any event. It is unclear why the company decided to investigate if the customer's supply pipe was more than 25 meters. However, the company confirmed to the customer on or around 20 December 2017 that a leak had been found on the OSV, and the company repaired this, free of charge, on 5 January 2018. In her comments on the Defence (Reply) the customer has questioned whether the leak was fully repaired. However, I acknowledge that the company arranged for the customer's supply and meter to be checked again on 18 May 2018, when it had become apparent that there had been no significant reduction to the customer's water usage since the repair had taken place on 5 January 2018. The company has included the CR form as well as the engineer report. These confirm that no leaks or issues were detected as the meter was still, with no water drawn through it when the taps were switched off. The company submits that it informed CCW that the meter could be tested at a cost to the customer and the evidence suggests the CCW did discuss this option with the customer on or around 21

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May 2018. However, as the CCW had thought a fault to the meter was unlikely, and as the customer would not want to pay for it to be tested, this course of action was not requested or followed. In her Reply, however, the customer has clarified that she would like the water meter to be tested, although she feels this test should be carried out free of charge.

4. It is clear that the company believes the customer's meter is showing an accurate reflection of her usage. I acknowledge it has reached this conclusion based on its further check carried on 18 May 2018, whereby it concluded that the repair of 5 January 2018 was properly carried out and that there was no further leak on the customer's supply. However, the customer has confirmed to the company on at least two occasions that she lives alone, works fulltime, that she is out most days and does not use a lot of water. I have no reason to doubt this information and, in light of this, and because her usage is not only higher than average but higher than the amount estimated by the company that she was using based on the answers to its questions, I consider that the customer's usage as shown on the meter does seem inconsistent with the accepted facts. I note that the company has asked the customer questions about her lifestyle and usage and there is no evidence of it ever noting or flagging any activity it suspected may be the cause of the higher than average usage. Therefore, based on the evidence, I am not satisfied that the company has taken sufficient action to identify the cause of the higher usage or satisfactorily resolved the customer's complaint about metered charges. In the circumstances, I consider the customer's request for the company to continue to look into the matter, is reasonable and I have made a direction below to reflect this.

Bills, Payment Plan and Arrears.

5. It is clear that substantial arrears have built up on the customer's account (which, as at the date of the Defence, is currently £200.58) and that this is due to the monthly payments of £25.00 not being sufficient to cover the customer's metered charges. The customer's monthly payment was set at £25.00 on 26 October 2015 when she had called the company to query her first metered bill for the period 29 March 2015 to September 2015. The company submits that whilst the amount of £25.00 was agreed, it advised the customer that this would not be sufficient to cover charges for actual usage and this would result in a carried forward balance of £374.35. In her comments on the company's Defence ('Reply'), the customer refutes the company's above submission and asserts that the amount £25.00 was agreed based on a discussion she had with the company about her usage and the amount that she used to pay at her previous address. The company has submitted notes of the conversation in question. These state that: the

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customer queried the bill; the customer had requested a special read to be carried out and; the customer requested to pay £25.00 per month whilst the special read was carried out. The notes also state £374.35 as the amount to be carried forward. Based on the evidence, I am satisfied the customer was put on notice by the company at this time that £25.00 would not be enough to cover her usage (based on the meter readings); although, the evidence suggests the company agreed that the payment plan would be set at this amount in the interim. The company sent the customer a revised payment plan the following day that I find confirmed the monthly payment plan of £25.00 and also detailed that there would be an outstanding balance of £374.35 after the 12 month billing period had elapsed. The company carried out a further meter read on or around 16 November 2016, which it found to be consistent with the previous reads and usage. Whilst the customer disputes that she was informed of this, the company has submitted a screen shot from its internal system that indicates it called the customer on 15 January 2016 to inform her of the meter reading, and also that it left a message for her to call back if she felt daily usage of 0.40 cm³ was higher than expected. Based on this evidence, I accept the company took appropriate action to inform the customer of the results of the further read taken. However, I am mindful that despite the read indicating similar usage as before, there is no evidence of the company attempting to increase the customer's monthly payment plan, in order to cover the usage and arrears, until 3 October 2016 when the customer's bill of the same date advised her payment plan had increased from £25.00 to £60.00. It is clear from the evidence that when the customer contacted the company on 8 October 2016 to dispute the increase, the company agreed to reinstate the £25.00 payment plan despite advising the customer that this amount would not cover the charges for actual usage (Appendix 9). Again, the company confirmed in its revised payment plan dated 10 October 2016 that this would result in arrears of £440.45 after the 12-month billing period. However, based on the company's notes submitted of the 8 October 2016 call, I note that the customer disputed the accuracy of the usage being recorded on her meter. Therefore, I would expect the company to take steps to investigate the customer's usage at this point. Yet it was only after the customer called again, approximately a year later on 6 October 2017, after receiving notice of a further increase to her monthly payment plan to £73.00 to cover charges of £876.00 (£420.39 in arrears plus estimated charges of £456.00 due for that year), and following her written complaint to the company of 23 October 2017, that the company agreed (on 1 November 2017) to check the customer's water meter and usage.

6. Therefore, whilst I am satisfied that the company regularly informed the customer that £25.00 would not cover the charges for her metered usage (during calls and via the information provided in her bills), I consider that by agreeing to the customer's requests to continue the

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payment plan at £25.00 per month, the company is, in part, responsible (with the customer) for the accumulation of the customer's charges on her account. I find that this issue, together with the company's delay in investigating the disputed usage, constitutes evidence of it failing to provide its services to a reasonably expected standard.

Leak Allowance

7. For the avoidance of doubt, I am satisfied that the company has fully explained how it calculated the leak allowance applied to the customer's account. This is based upon the company's explanations given in its letters to the customer dated 31 January 2018 and 2 February 2018 and from its 12 April 2018 response to CCW. In brief, it used meter readings taken on 10 January 2018 and 16 January 2018 (which indicated slightly lower usage than prior to the leak) to recalculate what the customer's charges would have been for the timeframe from when she moved in to the property until the leak was repaired (29 March 2015 to 5 January 2018). I acknowledge that the leak appears to have had only a minimal effect, as the customer's usage after the repair was only slightly less and later increased in line with usage prior to the repair of the leak. However until such time it is shown that the usage recorded is not the customer's actual usage, the outstanding bills are correct and due. I find no evidence of any failings by the company here save for the incorrect repair date used when calculating the usage allowance. This is addressed below.

Customer Service

8. The company accepts that it made customer service errors when dealing with the customer's queries and complaint. Firstly, it quoted an incorrect leak repair date of 8 January 2018 instead of 5 January 2018, when calculating the leak allowance in its letter to the customer dated 31 January 2018. I note that this was not identified by the company in its subsequent letter to the customer of 2 February 2018, when it provided a further explanation of her charges. However, in its subsequent response to CCW dated 12 April 2018, it confirmed its error and also that the leakage allowance should have been £136.48 based on the correct repair date of 5 January 2018. As a resolution, the company confirmed it had applied a credit of £10.00 to the customer's account. Secondly, following a call with the customer on 3 January 2018, the company wrote to the customer on 4 January 2018 apologising for: not confirming until that call, that the company was due to repair the leak on 5 January 2018; the customer being given little time to complete and return the permission form sent on 20 December 2017 (the customer had complained that having received this form on 23 December 2017, it was stressful to have to complete this in

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such a limited timeframe and particularly as she was about to visit family abroad); and, for not providing a pre-paid envelope to return the form when it said one had been enclosed. The company accepted that the service provided had fallen below an acceptable standard in these instances and it agreed to pay the customer £40.00 in compensation.

9. I am satisfied that the redress provided by the company for its customer service errors as stated above, were fair and appropriate and therefore I find that it is not liable to provide any further remedy in relation to these errors.

10. The customer feels that the agent was impolite to her during the call of 6 October 2017 when she called to complain about the bills and asked to speak to a manager. The company disputes this and has submitted a recording of the call as evidence to support its position. Having listened to the call, whilst I do not consider that the agent was impolite to the customer, he declined the customer's request for him to confirm what had been discussed in writing. Further, after he put the customer on hold following her request to speak to a manager, the agent came back on the line and advised that, unfortunately, a manager could not take her call at the moment. He did not offer to arrange for a manager to call her back in the first instance and when this was specifically requested by the customer, he agreed but stated he could not tell her when. As such I do consider that the customer encountered unreasonable difficulty when making reasonable requests for written confirmation of what had been discussed and for her call to be escalated. Whilst the customer eventually ended the call in quite an abrupt manner, as she had requested to speak to a manager, I find that the company should have arranged for a manager to call her back. There is no evidence of the company attempting to arrange for a manager to call the customer, until 1 November 2017 after she had reiterated her complaint in writing on 23 October 2017. I consider these issues, as set out above, constitute evidence of a service shortfall by the company.

11. The customer submits she did not ask for her bills to be sent via e-mail and would like for her bill dated 31 January 2018 (which she says she cannot open) and all future bills to be sent to her by post. I can find no evidence of the customer requesting for her bills to be sent via e-mail and the company has not shown that it advised the customer that it would changing her billing method. Therefore, the change in the method of billing constitutes a service failure by the company. However, I can see that this matter was raised with the company by the CCW and in its response (to CCW) dated 12 April 2018, the company confirmed it would re-send the customer's

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bill of 31 January 2018 by post and also that it will send all future bills by post, as sought. Therefore, I am satisfied this element of the claim has already been addressed by the company.

12. In light of the company's proven shortfalls in the standard of customer service provided to the customer, including: initially delaying with investigating the customer's usage when she disputed bills; the arrears on the customer's account partly being due to the company agreeing to the customer's request to keep her monthly payment plan at £25.00 per month over a prolonged period; and that the customer encountered unreasonable difficulty when she asked to speak to a manager, I find it fair for the company to pay the customer a measure of compensation. However, I do not consider that the full amount requested by the customer or the cancellation of the arrears on her account have been justified - I consider these remedies are disproportionate to the company's proven failures. In the circumstances, I consider it fair for the company to pay the customer £150.00 in compensation for the stress and inconvenience caused by its errors (this amount may be deducted from the customer's outstanding account balance). Furthermore, in light of my above finding that the company has not yet adequately resolved the customer's ongoing complaint regarding metered bills not accurately reflecting her usage, I consider it fair to direct that the company take appropriate action to continue investigating this issue.
13. The customer requests to be put on the lowest possible tariff. In light of the company's letter to the customer of 2 February 2018 and its letter to CCW dated 12 April 2018, I am satisfied that the company has provided the customer with information on water saving devices, how to apply for its Customer Assistance Fund, information on its social tariff WaterSurePlus tariff and also regarding different ways to pay. I accept that much of this information is highlighted in bills and via its website. Therefore, I am satisfied that the onus would now be on the customer to apply for these, if relevant to her situation, and I find no service failing on the part of the company here.
14. The customer has requested an apology from the company. Whilst I acknowledge the company has, in its response dated 4 January 2018, apologised for admitted customer service failings, in light of the further customer service failures found above, I consider it reasonable to direct that the company provide a further written apology to the customer on this basis.

Outcome

The company shall pay the customer compensation of £150.00, take appropriate action to continue to investigate the customer's higher than average water usage showing on the water meter and provide a written apology.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 9 October 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.
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A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice), MCI Arb

Adjudicator

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