

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0933

Date of Decision: 16 August 2018

Complaint

The customer states that the company fraudulently made an attempt to take more money than usual from his bank account (via direct debit) without his permission. The customer indicates that the company attempted to take £39.00 from his bank account instead of his usual direct debit payment of £29.00 per month. The customer indicates that he immediately contacted his bank and recovered the payment. The customer states that he contacted the company to complain about this issue whilst he was abroad and it cost him £350.00 in telephone charges. The customer is now claiming for the company to cancel his outstanding service bill of £175.00, for WATRS to make the company answer its telephone promptly and for the company to pay him £350.00 for his telephone charges.

Defence

The company fully accepts that, due to an error on its part, it failed to notify the customer of the £10.00 service charge increase before taking it from his bank account (via direct debit). The company submits that the customer contacted it on the day this incident occurred and it immediately apologised for this oversight and promised to send him £50.00 in compensation for the matter. The customer also recovered the payment from his bank under the direct debit guarantee. The company accepts its failure but states that it has already taken proportionate remedial action. It does not believe that it should be liable to provide the customer with the redress claimed.


Findings

Based on the submissions provided, I am satisfied that the company failed to provide its services to the standard to be reasonably expected by the average person. However, I am satisfied that the remedial actions taken by the company were fair and proportionate when compared to the nature and extent of its established failure. I do not find that the customer's claims for additional redress are warranted under the circumstances.

Outcome

The company does not need to take any further action.

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The customer must reply by 14 September 2018 to accept or reject this decision.

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Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- The company attempted to take more money than usual from his bank account (via direct debit) without his permission.
- The customer states that his usual direct debit payment to the company is £29.00 per month. However, the company made an attempt to take £10.00 more than this sum.
- The customer indicates that he immediately contacted his bank and recovered the payment.
- The customer states that he contacted the company to complain about this issue whilst he was abroad and it cost him £350.00 in telephone charges.
- The customer's claim is for the company to cancel his outstanding service bill of £175.00, for WATRS to make the company answer its telephone promptly and to pay him £350.00 for his telephone charges.

The company's response is that:

- It accepts that it failed to notify the customer about a monthly payment increase of £10.00 before taking it from his bank by direct debit.
- The customer immediately contacted it to complain about this issue and had the money refunded to him by his bank under the direct debit guarantee.
- The company states that it immediately acknowledged its error and apologised. It also confirmed that it will send the customer £50.00 as compensation for this issue.

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- The customer told the company that he earns £800.00 per hour and it should compensate him in accordance with his earnings.
- The company states that the customer repeatedly contacted it to complain and due to his abusive language it had to take the unusual step of blocking his direct communications and setting up a dedicated email inbox for him to contact.
- The company states that it has consistently accepted liability and was extremely prompt in apologising for its error. It also immediately provided the customer with compensation of £50.00. The company believes that this compensation sum is proportionate and fair considering the nature and extent of the incident.
- The company states that the current balance on the customer's account is £176.79 and remains due in full.
- The company does not accept that it is liable to provide the customer with the redress 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.

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.

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How was this decision reached?

1. The crux of this dispute lies with the customer's complaint that the company attempted to take an additional £10.00 from his bank account (via direct debit) without authority. The customer indicates that he immediately contacted his bank and recovered the payment. The customer is now claiming for the company to cancel his outstanding service bill of £175.00, for WATRS to make the company answer its telephone promptly and to pay him £350.00 for telephone charges incurred contacting the company.
2. I remind the parties that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I acknowledge that the customer has included a claim for WATRS to require the company to answer its telephone promptly. I understand that the customer has based this claim on the difficulties he may have experienced trying to contact the company. However, it is beyond the scope of this scheme to examine or amend a company's set business practices/processes (such as its set telephone customer service processes). Accordingly, I am unable to address this particular element of claim any further.
4. I note the customer has alleged that the company has committed fraud. I remind the parties that disputes relating to allegations of fraud are entirely outside the remit of this scheme. As such, I am unable to directly address the customer's allegation of fraud. However, I am still able to examine whether the company provided its services to the standard to be reasonably expected by the average person. I will proceed accordingly.
5. The company fully accepts that it failed to notify the customer that his monthly charges were increasing by £10.00 before taking it from his bank account by direct debit. Accordingly, I am satisfied that the company did fail to provide its services to the standard to be reasonably expected by the average person.
6. I note that the company accepts that this was an error on its part and that it immediately apologised to the customer when it was brought to its attention. I also acknowledge that, in

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recognition of its failure, the company provided the customer with £50.00 in compensation. Given the nature and extent of the company's established failure, under the circumstances, I find that this offer and the company's actions were fair and proportionate.

7. The customer is seeking £350.00 for telephone charges, which he asserts were incurred whilst telephoning the company from abroad. However, I do not find that the evidence provided to me at the time of adjudication shows that the customer has incurred any telephone charges contacting the company. Specifically, I find that the customer has not shown any evidence, such as a telephone bill, to support the charges he states that he has incurred in contacting the company. In any event, I find that the company is under no obligation (contractually or otherwise) to refund customers for any and all telephone calls they make to it. Accordingly, this element of claim is unable to succeed.
8. The customer has sought to have his outstanding service charges of £175.00 cancelled. However, taking into account the actions already taken by the company, I am not satisfied that the company's established failure (increasing the customer's monthly payment by £10.00 and taking it from the customer's bank account without notice) warrants the cancellation of the customer's outstanding service charges. Therefore, this element of claim is unable to succeed.
9. Accordingly, following review of the submissions provided, with the exception of the accepted failure for which the company has provided apologies and reasonable compensation, I am not satisfied that any further failures on the part of the company to provide its services to the standard to be reasonably expected by the average person have been established. Under the circumstances, I am not satisfied that the customer's claims for further redress (in addition to those already provided by the company) are warranted. I have found that the £50.00 compensation provided was an appropriate amount to cover this failure and consequently, in the absence of any unresolved failures on the part of the company, I am unable to uphold the customer's claims for further redress.

Outcome

The company does not need to take any further action.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 14 September 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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