

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0951

Date of Decision: 18 December 2018

#### Complaint

The customer was advised by the company in January 2018 that she was no longer eligible for its Water Plus scheme. She states that this is unfair because the set eligibility criteria for this scheme is based on her income and does not take into account her outgoing expenses. The customer submits that she has complained to the company about this issue but it has confirmed that the decision was correctly made in line with the set eligibility policy of the Water Plus scheme. The customer states that she referred the issue to CCWater (Consumer Council for Water) but it concluded that the company had correctly determined she was no longer eligible for the Water Plus scheme. The customer remains dissatisfied with the company's position and is now seeking an apology, for the company to amend the set terms of its Water Plus scheme so that it takes into account her outgoing expenses, for the company to therefore restore her Water Plus tariff and backdate it to when it was terminated and for the company to pay her £150.00 in compensation.

#### Defence

The company acknowledges the customer is unhappy that she no longer qualifies for the Water Plus scheme and wants the company to change the set terms of the scheme so she is able to benefit from it again. The company states that this particular issue is outside the jurisdiction of WATRS. The company confirms that it has carefully reviewed the customer's eligibility for the Water Plus scheme many times. Unfortunately, the customer does not qualify for the scheme anymore. The company accepts that, during the course of its communications with the customer, it was late in providing one response. Accordingly, it provided a £40.00 apology payment in line with the Customer Guarantee Scheme (CGS). The company states that, in light of all the above, it does not accept any liability for the customer's claims for redress.

#### Findings

I am not satisfied that the company's actions in response to the customer's concerns (in particular, its repeated confirmation that the customer was no longer eligible for the Water Plus scheme) amount to a failure to provide its services to the standard to be reasonably expected by the average person.

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**Outcome**

The company does not need to take any further action.

The customer must reply by 21 January 2019 to accept or reject this decision.

## **ADJUDICATOR'S DECISION**

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Adjudication Reference: WAT/ /0951

Date of Decision: 18 December 2018

### Party Details

Customers: [ ].

Company: [ ]

### Case Outline

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

- In January 2018, she was advised by the company that she was no longer eligible for its Water Plus scheme.
- The customer states that this is unfair because the set eligibility criteria for this scheme is based on her income and does not take into account her outgoing expenses.
- The customer indicates that the Water Plus scheme's set eligibility policy calculates income incorrectly because it does not take into account her outgoing expenses.
- The customer submits that she has complained to the company about this issue but it has stated that the decision was correctly made in line with the set eligibility policy of the Water Plus scheme.
- The customer states that she referred the issue to CCWater but it concluded that the company had correctly determined that she was no longer eligible for the Water Plus scheme
- The customer remains dissatisfied with the company's position and is now seeking an apology, for the company to amend the set terms of its Water Plus scheme so that it takes into account her outgoing expenses, for the company to therefore restore her Water Plus tariff and backdate it to when it was terminated and for the company to pay her £150.00 in compensation.

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

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- It acknowledges that the customer is unhappy that she no longer qualifies for the Water Plus scheme and wants the company to change the set terms of the scheme so she is able to benefit from it again.
- The company states that this particular issue is outside the jurisdiction of WATRS as it cannot require the company to amend the set terms of its Water Plus scheme.
- In line with the terms of the Water Plus scheme, applicants must renew their eligibility each year by providing detailed information (such as their P60 documents).
- The company confirms that it received all the information it required from the customer and carefully reviewed her eligibility. Unfortunately, the customer did not qualify for the scheme anymore. This was re-checked many times for the customer's benefit. However, on each occasion, it was confirmed that she did not qualify for the Water Plus scheme anymore.
- The company accepts that, during the course of its communications with the customer, it was late in providing one response. Accordingly, it provided a £40.00 apology payment in line with the Customer Guarantee Scheme (CGS).
- The company states that, in light of all the above, it does not accept any liability for the customer's claim for redress.

### **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?**

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1. The crux of this dispute lies with the customer's dissatisfaction with the set eligibility criteria for the company's Water Plus scheme because she is no longer eligible for the scheme. The customer has complained to the company and it has confirmed on many occasions that she does not qualify for the scheme anymore. The customer states that this is unfair and she is therefore claiming an apology, for the company to amend the set terms of its Water Plus scheme so that it takes into account her outgoing expenses, for the company to therefore restore her Water Plus tariff and backdate it to when it was terminated and for the company to pay her £150.00 in compensation.
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. At this stage, I find it very important to highlight to the parties that it is entirely outside the remit of this adjudication scheme to review and/or amend the set terms of a company's policies or charging schemes. For the avoidance of any doubt, it is beyond my power as an adjudicator to force the company to amend the set terms of its Water Plus scheme so that the customer becomes eligible for the scheme again. Accordingly, it is evident that the crux of the customer's complaint falls outside the scope of this adjudication scheme and I am therefore unable to address this particular issue any further.
4. Notwithstanding the above, I am still able to review the manner in which the company responded to the customer's complaint in order to ensure that it provided its services to the standard to be reasonably expected by the average person. I will proceed accordingly.
5. Following careful review of all the company's actions in response to the customer's concerns, I note that it conducted an in-depth investigation into the customer's eligibility for the Water Plus scheme and ultimately confirmed that the customer was no longer eligible. I also note that the company provided detailed explanations regarding this conclusion (which included an explanation that child and working tax credits are classed as income under the scheme) and rechecked the customer's eligibility several times for her benefit. Consequently, I am not satisfied that the company's actions in response to the customer's concerns (and its repeated confirmation that the customer is no longer eligible for the Water Plus scheme) amount to a failure to provide its services to the standard to be reasonably expected by the average person.

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6. Notwithstanding the above, the company accepts that it did once fail to respond on time to the customer. Accordingly, I am satisfied that a failure to provide the company's services to the standard to be reasonably expected by the average person has been established. However, I also note that in recognition of its failure, the company provided the customer with a £40.00 payment for a late response (in accordance with the CGS). Under the circumstances, I find that this remedial action was fair, reasonable and proportionate. Therefore, I do not find that any further action is warranted in relation to this issue.
  
7. Following careful review of all the submissions provided, I am not satisfied that there are any unresolved failures on the part of the company at this time. Consequently, in the absence of any unresolved failures on the part of the company, I am unable to uphold the customer's claims for redress.

#### **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 21 January 2019 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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