

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0813

Date of Decision: 27 July 2018

#### Complaint

The customer submits that [REDACTED] (AB WATER) failed to inform him of a road closure. This closure directly affected his business with a loss in trade in the sum of £2,108.00. His complaint also concerns his 3 July 2017 to 25 January 2018 bill from the company. It is excessively high. He had only used £587.46 worth of water; however, his bill was significantly higher than this at £1,922.23. He raised complaints with the company, but the company failed to resolve the issue. The customer requests that the company waive the £1,922.23 bill and pay compensation in the sum of £2,500.00 for distress and inconvenience.

The company submits that loss of business compensation is a wholesale provision issue and not something that it, as the retailer, can get involved with. However, it did raise a claim and liaise with AB WATER on the customer's behalf. The company also submits that the balance on the account is correct and due. Charges are for water, waste water and surface water highways drainage, and it has explained the charges to the customer. No offer of settlement was made.

#### Findings

The company did not clearly inform the customer that the correct procedure for claiming business loss compensation was to contact AB WATER directly; delayed in liaising with AB WATER when it did attempt to act on the customer's behalf; and failed to relay information back from AB WATER to the customer in a timely manner, if at all. The company also unreasonably delayed in dealing with the customer's complaint about his high bills.

#### Outcome

The company needs to take the following further action:

I direct that the company pay the customer £500.00 compensation.

The customer must reply by 24 August 2018 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0813

Date of Decision: 27 July 2018

## Party Details

Customer: [ ]

Company: [ ]

## Case Outline

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

- [ ] (AB WATER) failed to inform him of a road closure. This closure directly affected his business (the King's Head, a pub) with a loss in trade in the sum of £2,108.00. He has contacted both the company and AB WATER about this but states he has gotten nowhere. He has since had to leave the pub.
- His complaint also concerns his 3 July 2017 to 25 January 2018 bill from the company. It is excessively high. He had only used £587.46 worth of water; however, his bill was significantly higher than this at £1,922.23. He raised complaints with the company, but the company failed to resolve the issue.
- The customer requests that the company write-off the £1,922.23 bill and pay compensation in the sum of £2,500.00 for distress and inconvenience.

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

- The customer made contact on 10 November 2017 to inform it that AB WATER had not informed him about works at the end of the road where his business was located. The customer asked for compensation. It advised him that he would need to contact AB WATER directly if he wished to make a claim for loss of business. This is a wholesale provision issue and not something that it, as the retailer, can get involved with. However, it did raise a claim on the customer's behalf.

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- The customer continued to contact it as he remained unhappy that AB WATER had not been in contact with him. It chased the query with AB WATER on the customer's behalf. AB WATER stated that a claim pack had already been issued to the customer and it was waiting for this to be returned. It was informed by AB WATER that AB WATER would contact the customer directly. It relayed this back to the customer by email on 22 January 2018.
- Its understanding is that the claim for loss of business is being progressed with AB WATER directly.
- The balance on the account is correct and due. On 10 November 2017, the customer informed it that he took over the business on 3 July 2017. The customer vacated the property on 25 January 2018. The charges are from 3 July 2017 to 25 January 2018.
- Charges are for water, waste water and surface water highways drainage (Band 9).
- Following the closure of the account, a final invoice was issued to the customer for £1,862.23 (*£1,922.23 minus the £60.00 credit discussed below*). It has not received payment from the customer.
- The customer made contact on 7 February 2018 as he was unhappy with his final invoice and he did not understand the charges. It sent the customer an email explaining the charges. It also applied £60.00 to the customer's account as compensation (£20.00 for failing to respond within its Service Level Agreement (SLA) timescale and £40.00 as a goodwill gesture).
- It is sorry that the customer remains unhappy with the outstanding balance. However, the bill is for consumption at his business premises. This is accurate consumption supported by actual meter reads. The customer is liable to pay these charges.

### 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.

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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?

#### **AB WATER**

1. The company and AB WATER are separate entities. I must remind the parties that a WATRS application can only be brought against one party. This case has been brought against, and defended by, the company. Therefore, for the purposes of this decision, my remit is to determine the issues between the customer and the company. It falls outside of my remit to consider any claims or complaints made in relation to AB WATER.

#### **Road closure**

2. The company has submitted AB WATER's Business Compensation Policy in evidence. The evidence shows that AB WATER, and not the company, is responsible for claims for loss of business compensation. The document shows that claims should be made by customers to AB WATER directly, who would then respond within 10 working days.
3. As discussed above, any claim or complaints in relation to AB WATER cannot be considered.
4. In light of AB WATER's Business Compensation Policy, I find that the company's responsibility in relation to the business compensation claim was to advise the customer to contact AB WATER directly.
5. The company has submitted excerpts of its account notes in evidence. These notes do not largely correspond with the company's summary of events as stated in its Defence. I find it more likely than not that the account notes would have been made contemporaneously and are a more accurate record of events and timings. There is no evidence to show that on 10 November

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2017, when the customer first raised the matter with the company, the customer was informed to contact AB WATER directly.

6. In addition, the account notes shows that the company did not then attempt to raise the matter with AB WATER until 22 November 2017; nearly two weeks later. I am not satisfied the company has shown that this was a fair and reasonable time within which to raise the matter.
7. On 23 November 2017, the following day, AB WATER rejected the company's claim. The company states that AB WATER rejected its claim on behalf of the customer as it was a third party. However, evidence of the communications between the company and AB WATER show that the claim was rejected on the basis that the customer had not provided evidence of actual loss. I therefore find that this is the reason the claim was rejected. In addition, on 24 November 2017, it is correctly noted on the account that the customer should contact AB WATER directly. However, there is no evidence to show that this was relayed back to the customer. The evidence also indicates that although the customer made a number of complaints about the issue, the company only next raised the matter with AB WATER on 3 January 2018; a month and a half later. On 19 January 2018, AB WATER confirmed to the company that it would send the customer its business compensation claim pack. On 22 January 2018, the company contacted the customer to inform him that AB WATER would be in contact with him directly. Having carefully considered the matter, I am not satisfied that the company sufficiently prioritised the issue with AB WATER and I find that it failed to progress the matter within a reasonable timeframe.
8. In conclusion, I am not satisfied the company appropriately advised the customer or adequately discharged its duty to represent the customer's interests with AB WATER. I have seen no evidence that explains the delays in communications, or the failures by the company to relay information back to the customer in a timely manner, if at all. Having carefully considered the matter, I find that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.

### **Charges**

9. The company's account notes show that the customer first made a complaint about his bill being high on 21 November 2017, and not on 7 February 2018 as suggested by the company in its Defence. The company informed him that the billing team would look into it. However, I note there is no evidence that any action was taken.

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10. The customer raised the issue again on Friday 24 November 2017. The company informed him that it would look into the matter and call him the following week. On 29 November 2017, the customer called again about his bill stating that he had received a reminder letter and asking that the matter be escalated to a manager. The company informed him that a manager would call him back within 48 hours. The company did not call the customer back as promised. The account notes show that the matter was directed to the complaints team instead, who put the account on hold until the end of December 2017.
11. The company next contacted the customer on 29 December 2017; a month after the promised call back. On this call, the customer was informed only that his complaint had been logged and someone would contact him by 15 January 2018. Although I accept that there was contact between the parties on 15 January 2018, the evidence shows that the company did not provide an explanation of the customer's bills to him until 30 January 2018; by which time the customer had left the property.
12. The company has explained that the customer is billed for charges for water, waste water and surface water highways (SWH) drainage. The customer's premises are on Band 9 for SWH drainage. The customer has not disputed that he is liable for the water charges. As the water and waste water charges were both based on the exact same meter readings, I therefore find that there is no issue with the waste water charges.
13. However, the customer does dispute the banding for the SWH drainage. He raised a complaint about the SWH drainage banding in February 2018 following the explanation provided to him on 30<sup>th</sup> January 2018 regarding his bill, outlining this portion of the charges. SWH drainage accounts for £642.30 worth of charges on the customer's bills. The company then raised a query with AB WATER to conduct a site area assessment of banding of the premises. However, as the customer was no longer a tenant at the premises, AB WATER refused to do so without the new occupier's permission as should it be found that the banding needed to be increased, then the new occupier's would be liable for higher charges.
14. I accept the customer's submissions that, on balance, had the company dealt with his complaint about high bills and provided an explanation of the charges when he first raised the query in November 2017, it would have likely caused him to complain earlier and therefore a reassessment of the banding could have been conducted whilst he was still a tenant at the

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premises. I note that there is no way of knowing what the outcome of any reassessment would have been and that it could have resulted in a higher charge, nevertheless I do find that the company's failure to act promptly, more than likely than not, meant he lost the opportunity to have the property reassessed during his tenancy.

15. I find that the company failed to deal with the customer's complaint in a reasonable timeframe. Consequently, I am satisfied that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.

16. However, for the avoidance of doubt, notwithstanding the above, there is no evidence to show that the banding is incorrect.

### **Redress**

17. In respect of the customer's request that the company waive the £1,922.23 bill, there is no evidence to show that the charges for water, waste water and surface SWH drainage are incorrect and the customer is not liable to pay these charges. In the absence of which, the customer's claim that the company write off his bills is unable to succeed.

18. The customer also requests compensation for distress and inconvenience. In relation to business compensation claims, I have found that the company did not clearly inform the customer about the correct procedure; delayed in liaising with AB WATER when it did attempt to act on the customer's behalf; and failed to relay information back to the customer in a timely manner, if at all. I have also found the company unreasonably delayed in dealing with the customer's complaint about his high bills. Bearing in mind the fact that this matter has been ongoing for a number of months and that the customer experienced poor customer service, I am satisfied that the customer is entitled to a measure of compensation for the stress and inconvenience caused. However, I find that the sum claimed is disproportionate to the failings shown. Having carefully considered the matter, I consider the sum of £500.00 to be a fair and reasonable level of compensation. No evidence has been submitted to support a higher sum of compensation for the failings shown. I therefore direct that the company pay the customer £500.00 compensation.

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## Outcome

The company needs to take the following further action:

I direct that the company pay the customer £500.00 compensation.

## What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 24 August 2018 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.
- 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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**Uju Obi LLB (Hons) MCI Arb**  
**Adjudicator**

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