

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1143

Date of Decision: 21 January 2019

#### Complaint

The customer believes that the company has charged him incorrectly. He explains that the company recently started billing on behalf of RST Water so that their mutual customers only have to receive one bill. The customer had queried his bill with RST Water who stated that he only had to pay £51.06; he therefore paid this amount. However, when he received the bill from the company it stated that his bill was actually £5.10 more than £51.06. The customer complained to the company but was advised that the bill was correct and the discrepancy was only due to a slight difference in RST Water and the company's billing systems. The customer continued to complain and whilst the company confirmed that the bill was correct, as a gesture of goodwill, it eventually credited the £5.10 back to the customer. The customer sought £50.00 in compensation for this matter but the company did not accept this claim. The customer has referred this matter to CCWater (Consumer Council for Water) but it concluded that the company had not charged the customer incorrectly. The customer is now seeking compensation of £175.00 from the company for inconvenience and distress. He has also stated that he wants the company to bill him correctly.

#### Defence

The company does not accept that the customer has been charged incorrectly. The company confirms that it now bills on behalf of RST Water so that their mutual customers only have to receive one bill. Furthermore, it also confirms that RST Water advised the customer that he only had to pay £51.06 but when he received a bill from the company, it showed that his bill was actually £5.10 more than £51.06. The company states that it has already explained to the customer that the bill is correct and the discrepancy is due to a difference in RST Water and the company's billing systems. Specifically, the additional £5.10 on the bill is for a standing charge policy that the company implements (as clearly detailed in the customer's bill). Nonetheless, as a gesture of goodwill, the company has credited the £5.10 standing charge back to the customer in order to resolve the issue. It does not accept that the customer is entitled to any compensation. It confirms that this issue has been referred to CCWater who concluded that the company had not charged the customer

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incorrectly. The company states that it has acted reasonably in light of the circumstances and it does not accept any liability for the customer's claims for redress.

#### Findings

Under the circumstances, I do not find that the company has incorrectly charged the customer or otherwise failed to provide its services to the standard to be reasonably expected by the average person. Consequently, I find that the customer's claim for further redress is unable to succeed.

#### Outcome

The company does not need to take any further action.

The customer must reply by 18 February 2019 to accept or reject this decision.

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

- The company does not accept that the customer has been charged incorrectly.
- The company confirms that it has started billing on behalf of RST Water so that their mutual customers only have to receive one bill. Furthermore, it also confirms that RST Water advised the customer that he only had to pay £51.06 but he then received a bill from the company stating that his bill was actually £5.10 more than £51.06.
- The company states that it has already explained to the customer that its bill is correct and the discrepancy is due to a difference in RST Water and the company's billing systems. Specifically, the additional £5.10 on the bill is for a standing charge policy that the company implements (and this is clearly detailed in the customer's bill).
- Nonetheless, as a gesture of goodwill, the company has credited the £5.10 standing charge back to the customer in order to resolve the issue. It does not accept that the customer is entitled to any compensation.
- It confirms that this issue has been referred to CCWater who concluded that the company had not charged the customer incorrectly.
- The company states that it has acted reasonably in light of the circumstances and it does not accept any liability for the customer's claims 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.

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## **How was this decision reached?**

1. The customer's claim is that he has been incorrectly charged by the company (specifically, the customer indicates that the company charged him £5.10 more than he believes should have been charged). The company has explained that the charge was correct but, as a gesture of goodwill, it has credited the disputed £5.10 back to the customer. The customer then claimed £50.00 in compensation for inconvenience, which the company did not accept. The customer is now seeking £175.00 in compensation for inconvenience and distress. The customer has also made a claim for the company to bill him correctly.
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 failed to provide its services to the standard that would reasonably be expected of it and that, as a result of this failure, the customer suffered some financial loss or disadvantage.
3. Following careful review of all the evidence provided by the respective parties, I am not satisfied that the disputed £5.10 charge was incorrectly applied by the company. Specifically, I note that the customer's bill breakdown (submitted in evidence) makes it expressly clear that the £5.10 charge is a set standing charge (applied in line with the company's charging policy). Furthermore, I note that the company's responses in relation to this issue explained this point and consistently maintained that the charge was correctly applied. Therefore, based on the evidence provided, I can only conclude that the company has charged the customer correctly. Consequently, under the circumstances, I do not find that the company's application of a £5.10 standing charge to the customer's account (applied in line with its charging policy) amounts to a failure to provide its services to the standard to be reasonably expected by the average person. I acknowledge that this finding is also consistent with the conclusions reached by CCWater.
4. At this juncture, I find that it may be important to remind the parties that it is beyond the scope of this scheme to examine/amend the terms relating to a company's set charging practices/policies (the WATRS rules make it expressly clear that the scheme cannot be used for disputes relating to the fairness of contract terms and/or commercial practices). Accordingly, I am unable to examine/address any issue relating to the fairness of the company's standing charge policy.

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5. In the interest of further clarifying any potential confusion, I must also highlight that RST Water and the company's decision to implement a commercial practice whereby RST Water's services are charged on its behalf by the company in line with its charging policies cannot be examined by WATRS as it falls outside the specified remit of the scheme (as detailed above). Accordingly, whilst I appreciate that the customer has stated that this change in commercial practice has caused him distress, I am unable to examine/address any issues relating to this particular matter.
6. Turning to a review of the company's overall actions in response to the customer's concerns, I find that the company provided a detailed explanation of its position (including an explanation for the discrepancy) and consistently confirmed that it had correctly charged the customer (but nonetheless removed the disputed charge as a gesture of goodwill). Accordingly, overall, I am unable to objectively conclude that the company's actions in relation to this issue amount to a failure to provide its services to the standard to be reasonably expected by the average person.
7. Therefore, following careful review of all the submissions provided, I am not satisfied that the company has failed to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any established failures on the part of the company, I am unable to uphold the customer's claim for redress. I draw attention to the fact that the customer is not obliged to accept this decision and is free to further their complaint through all other avenues as available to them.

#### **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 18 February 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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