

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1316

Date of Decision: 3 April 2019

#### Complaint

The customer changed water retailer away from the company. The company issued a final bill based on an actual meter reading that was incorrect. The company did not properly respond to the customer's questions and ignored some correspondence. It took until May 2019 for the company to advise that the meter reading was actually an estimated read. The customer requests changes to the company's customer service processes, clarification in respect of his final bill, and £1000.00 in compensation.

#### Defence

The company admits that it made errors on the initial final invoice as this stated the estimated meter read to be an actual read. The company issued a corrected bill on 8 January 2019. The account is in credit and the customer has received goodwill gestures on the account. It denies that the customer is entitled to further compensation.

#### Findings

The company fell below the standard expected of a reasonable water retailer on a number of occasions. It issued an incorrect final bill to the customer, corrected this with a meter reading taken after the supply had been taken over, corrected it to a further incorrect reading, and only produced an accurate bill after 7 months. The company had not fully addressed all comments raised by the customer. The duration of the complaint and significant stress could have been avoided by the company providing a comprehensive response to the customer's initial complaint.

#### Outcome

The company needs to take the following further action:

Pay the customer the sum of £182.00 in compensation.

Pay the customer the outstanding balance of £125.02 if the cheque sent to the customer has not been cashed.

The customer must reply by 3 May 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1316

Date of Decision: 3 April 2019

## Party Details

Customer: [ ]

Customer's Representative: [ ]

Company: [ ].

## Case Outline

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

- The customer had poor dealings with the company and wholesaler that resulted in a claim to WATRS. Following the decision in that case, the customer changed water retailer. The company provided a final bill dated 4 June 2018 for £258.85. The bill included a meter reading of 2145; the meter at that time actually read 2101. The bill stated that it was an actual reading, taken on bank holiday Monday 28 May 2018. The customer complained to the company as the bill was incorrect and asked for eight points to be clarified. The company responded, amending the meter reading to 2101, but did not answer the customer's queries about how the reading was taken. The customer sent further emails to the company but felt that he was being ignored. The company has only provided the explanation that entries were entered in error; the customer is 'flabbergasted' that he is expected to accept this as a reasonable excuse again. The customer escalated his complaint to the Consumer Council for Water (CCWater) after he received no response from the company. The company responded to CCWater but did not address the issue of how the meter reading was obtained. It was only on 8 January 2019 that the company admitted that the reading on 28 May 2018 was not an actual meter reading. The company states that it has added a reading of 2092, provided by the new retailer. However, on 23 April 2018, the customer's meter read 2094.
- The customer requests various changes to the company's processes and policies relating to customer service, clarity as to his final bill, and £1000.00 in compensation for the stress caused.

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

- The company received a complaint from the customer's representative. After obtaining authority to speak with him, the company responded to explain the billing and the balance on the account. When a customer changes water retailer, the new retailer takes the initial read for the supply. The reading is inputted into the Central Market Operating System and the old retailer will use this to invoice the customer for the final invoice. The customer's account was invoiced to an estimated final read of 2145. The invoice was amended and re-issued, however there appeared to be a problem with the final read as it was in the system incorrectly as 2097. The actual initial reading taken by the new retailer was 2092. The customer's account was amended again on 7 January 2019 to reflect the final meter reading of 2092. The company has apologised for any inconvenience caused and the correct invoice was sent to the customer's billing address. The amended invoice showed the account was £125.02 in credit after deducting the corrected invoice amount of £78.22. The company submits that the points raised by the customer were addressed and CCWater agreed with this. The initial final invoice included a misprint showing the meter reading to be an actual, rather than estimated, read. The correct invoice was sent out on 8 January 2019. The company has provided goodwill gestures for service failures totalling £68.00 and £40.00 in guaranteed standards scheme payments have been made. The company has requested the credit balance of £125.02 is sent to the customer by cheque.

### **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 company issued a bill to the customer on 4 June 2018. This bill was for £258.85 and was based on a meter reading of 2145. This was an estimated meter reading, incorrectly specified to be an actual meter reading.
2. I note that the bill was for the period 17 March 2018 to 27 May 2018. The customer changed to a different water retailer on 28 May 2018. The bill is stated to be a final bill.
3. I also note that, when the new retailer took over the customer's water services, it took a meter reading. This meter reading was made available to the company and was 2092. It has not been explained why the company's final bill was not calculated using this reading as I find, on the balance of probabilities, that this reading would have been provided to the company as part of the process of the new water retailer taking over the customer's services.
4. I acknowledge that the customer states that he took a meter reading of 2094 on 23 April 2018. However, I find that, provided the company and the new retailer agree on the reading at the transition date, the customer will be correctly charged without any duplication. I have no jurisdiction in respect of the customer's new retailer as they are not a party to this WATRS claim; I am therefore not able to direct that the transition meter reading is amended.
5. I note that, after the customer contacted the company, it recalculated the customer's bill on the basis of a meter reading taken by the customer on 12 June 2018, after the services had been transferred to a different retailer. I am mindful that this reading was only provided by the customer as evidence that the company's 4 June 2018 bill was incorrect. I find no basis for the company to have used this meter reading to calculate the customer's final bill in light of the new retailer providing the company with a meter reading from 28 May 2018.
6. The company made a further attempt to correct its billing but compounded the billing errors by manually updating the account with a meter reading of 2097, whilst the new retailer had read the meter at 2092.
7. I note that it took until 7 January 2019 to correct the customer's final bill to the correct meter reading of 2092, and that this was around two months after the Consumer Council for Water had first contacted the company in respect of this complaint.

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8. In respect of the customer's billing, I am satisfied that the company has properly adjusted the customer's bill for water and wastewater services to the proper meter reading of 2092, providing a credit balance. I also note that the customer had a second account for surface water and highways drainage only. Surface water and highways drainage are both fixed rates and I am satisfied that the final bill, up to 28 May 2018, has been correct throughout.
9. The final billing has left a credit balance of £125.02; I find that this is due to be refunded to the customer. I note that the company has requested this be issued to the customer in the form of a cheque. In view of the binding nature of WATRS decisions, and that the customer has not confirmed receipt of this payment, I direct the company to pay the customer the outstanding balance of £125.02 if the cheque has not been cashed.
10. The customer has requested numerous changes to the policies and processes affecting the level of service provided by the company. The Water Redress Scheme is able to review disputes between individual customers and their water supplier or retailer. It is not able to review a company's processes generally, nor make a direction that the company take action where this would affect more than an individual account. Whilst I acknowledge the customer service issues experienced by the customer during this complaint, and the reasons for claiming this remedy, I am unable to make any direction to that effect. This part of the customer's claim is therefore unable to succeed.
11. Finally, the customer has requested £1000.00 in compensation for the stress caused and the lack of assistance from the company.
12. I note that the company has provided £68.00 in goodwill gestures for customer service failures, and a further £40.00 in Guaranteed Standards Scheme credits.
13. In reviewing the customer service provided, I find that the customer's email dated 8 June 2018 included a number of questions. These included queries about where a payment of £142.91 was, that the meter readings were incorrect and asking how this was obtained on a bank holiday Monday, and querying the water and sewerage volume charges. The company responded to this email advising that [ ] did not have authority to discuss the account. I acknowledge the customer's submissions that [ ] had previously been authorised in respect of an earlier complaint that was subject to a WATRS decision, however I have not been provided with

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any evidence of that authorisation to determine whether it related to that specific dispute or was a general authorisation for [ ] to discuss the account.

14. The company did respond to the customer's email within 10 working days of the authorisation being sent to it. The company's reply advised that the final reading had been changed to the (incorrect) value of 2097. It addressed compliance with a monetary award directed in the previous WATRS decision. I find that the company did not address the questions posed by the customer and, as above, the company made further errors in its attempt to correct the final bill.
15. I note that the company incorrectly addressed the customer's representative as Mr Swallows and that this caused the customer some annoyance.
16. The customer's representative requested the company provide answers to his questions on 8 August 2018. The company does not appear to have issued any response to this email until after the customer referred his complaint to CCWater.
17. The company responded to the customer on 29 November 2018, addressing queries relating to the previous WATRS case. However, I find no evidence that the company addressed the query in respect of the initial meter reading or how this 'actual' reading was obtained.
18. I find that it was only on 8 January 2019 that the company acknowledged that the reading of 2145 was an estimated and not an actual meter reading. It was only on this date that the company identified that it had also entered the meter read, provided by the customer's new water retailer, to the customer's account incorrectly. I find that this represents a significant delay in the company addressing the questions raised by the customer, and I am satisfied that it took around 7 months for a correct final bill to be issued. I am also mindful that the company had issued letters chasing payment of the incorrect bill during this time.
19. I am satisfied that the company has failed to provide its services to the standard of a reasonable water retailer. I find that the billing has been repeatedly based on incorrect data, and that it took a significant period of time for this to be corrected. I accept that the company also did not address the customer's complaint promptly or in full, despite the customer chasing this.
20. In considering the stress and inconvenience caused, whilst I acknowledge that this is the second complaint that the customer has had with the company that has been escalated to WATRS, I am

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unable to consider this as an aggravating factor. This is because all matters relating to the first WATRS dispute have been fully considered already.

21. I am nevertheless satisfied that the poor customer service shown by the company, both through the incorrect billing, the lack of detail in the company's responses, and its failure to address the specific questions raised by the company, will have caused the customer stress over a period of more than half a year. I am mindful that errors will occur from time to time; however, the actions of the company in failing to rectify the error correctly or to provide a full explanation to the customer in response to his questions will have aggravated the stress caused by the initial error. I consider that the company could have effectively mitigated the majority of the customer's stress and inconvenience simply by responding to the questions raised in the initial complaint, advising that the meter reading was estimated and explaining how this error had occurred.
22. In considering that large portions of the customer's stress could have been simply avoided by the company responding properly to the customer's complaint, I find that the goodwill gesture payment of £68.00 does not adequately affect the stress and inconvenience caused to the customer. I find the sum of £250.00 to be proportionate to this stress, reflecting the duration of the dispute and that this could likely have been fully resolved with a single, comprehensive response. Deducting the goodwill payment already made in respect of customer service issues of £68.00, I direct the company to pay the remaining sum of £182.00 to the customer.

#### **Outcome**

The company needs to take the following further action(s):

Pay the customer the sum of £182.00 in compensation.

Pay the customer the outstanding balance of £125.02 if the cheque sent to the customer has not been cashed

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 3 May 2019 to accept or reject this decision.

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- 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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**Alison Dablin**, LLM, MSc, MCI Arb

**Adjudicator**

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