

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1400

Date of Decision: 18 June 2019

Complaint

The customer submits the company failed to tell him about its Water Sure Plus tariff and so he has not benefitted from this over the past nine years as he should have done. He also submits the company has failed to address his complaints properly. He claims for the company to apply the tariff and backdate this nine years. He also claims: an apology; a response to his outstanding queries; copies of outstanding documents; a £25.00 goodwill payment for each service failure; and, compensation for stress and inconvenience.

Defence

The company denies liability. It submits it sent customers information about the Water Sure Plus tariff and it informs customers to contact it if they struggle to pay their bills. The customer has never applied for the tariff and so he is not entitled to it. It has addressed all of the customer's complaints.

Findings

The customer has not proven any failing by the company.

Outcome

The company does not need to take any further action.

The customer must reply by 16 July 2019 to accept or reject this decision.

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Date of Decision: 18 June 2019

Party Details

Customers:[]

Company: []

Case Outline

The customer's complaint is that:

- He recently found out about the company's Water Sure Plus tariff. This provides a discount to eligible customers.
- He believes he has been eligible to apply for nine years, but the company did not tell him about the tariff previously. He is also unhappy with the company's handling of his complaints.
- He claims for the company to apply the Water Sure Plus tariff and backdate this nine years. He also claims an apology; a response to his outstanding queries; copies of outstanding documents; a £25.00 goodwill payment for each service failure; and, compensation for stress and inconvenience.
- He thinks the company should inform all its customers of the tariff and make a charitable donation in recognition of those who have lost out on the discount.
- In comments on the company's defence, he says he has provided evidence of his eligibility for the tariff and the company has still not addressed all his queries.

The company's response is that:

- It introduced the Water Sure Plus tariff in 2014.

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- It made customers aware of this within a leaflet sent in 2014 alongside annual bills.
- After 2014 its leaflets suggested those struggling to pay their bills should contact the company to discuss how it could help.
- The customer never contacted it to say he was struggling to pay his bills and it has never received a completed application form. This means it does not know if he was ever eligible for the tariff.
- The customer moved out of its supply area on 11 April 2019 and so can no longer apply for the tariff.
- It has outlined its communications with the customer and CCWater.

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?

1. The customer has provided documents to support his application form. Within these he has complained about the actions of CCWater and WATRS. However, in accordance with the WATRS scheme rules, I can only consider the customer's complaints against the company.
2. The customer has complained the company failed to inform him about the Water Sure Plus tariff.

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3. The company submits this tariff was introduced in 2014. It has provided a copy of a leaflet that accompanied bills in 2014/15, which introduces the new tariff. It has also provided copies of leaflets sent alongside bills thereafter. These do not refer to the tariff but they do suggest customers who are struggling to pay their bills should contact the company for assistance. The company further explains it is not possible to detail every scheme and tariff on its bills or leaflets.
4. In light of the company's submissions and the evidence provided, I am satisfied the company informed customers when it introduced the new tariff and, that it takes reasonable steps to encourage customers in financial difficulty to contact it for help.
5. There is nothing to suggest the customer previously told the company he was struggling to pay his bills or that he wanted more information on the tariffs available. Therefore, while I appreciate the customer is upset he was previously unaware of the tariff, I find the company provided its services to the standard to be reasonably expected. Consequently, the customer's claim for the company to apply the tariff and backdate it nine years is unable to succeed.
6. The customer has also complained about the company's handling of his complaint. I have therefore reviewed the complaints correspondence provided.
7. The customer contacted the company to request the Water Sure Plus tariff. He asked the company to backdate this for nine years due to its failure to inform him of the tariff previously.
8. The company explained it would have told the customer about the tariff if he had said he was struggling to pay his bills. But, as the customer did not contact it or apply previously, it would not backdate the tariff. The company stated it had enclosed an application form.
9. The customer complained the company had not attached the form and he wanted a goodwill payment for this error. He also queried whether the tariff discount applied to his whole bill.
10. The company has evidenced it sent a further email to the customer. I note it apologised; confirmed it had applied a £20.00 credit to his bill; addressed his query; and attached the form. I consider this was a satisfactory remedy for its previous error. I note the customer did not have sight of this email and therefore complained again. However, I find this was through no fault of the company.

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11. The customer complained to CCWater that the company had refused to backdate the tariff; it had not answered his query; and it had ignored his request for a goodwill payment.
12. The company informed CCWater it had addressed these matters previously and provided copies of the relevant correspondence to CCWater.
13. The customer asked CCWater to request the company send him copies of the correspondence referenced; a copy of each bill from 2004 onwards; a copy of the company's complaints, reasonable adjustments and GDPR procedures; and an explanation for each line of his bill dated 3 April 2019.
14. The company has evidenced it sent the customer copies of correspondence; copies of bills from 2014 when the tariff was introduced; a copy of its complaints procedure; a copy of its priority services booklet, which sets out how it can help customers with additional needs; and a weblink to information on GDPR.
15. I note the company did not provide the customer with bills dating from 2004. I also note the company did not explain the customer's bill of 3 April 2019.
16. The customer complained to CCWater that the company did not address each of his questions; did not send him copies of correspondence; did not provide bills from 2004; and did not provide a hardcopy of its complaints or GDPR policy. And, he does not believe the booklet about "priority services" is the company's reasonable adjustment procedure. Further, the company did not explain his bill of 3 April 2019. He sought £25.00 for each of these failures.
17. The company sent further correspondence to the customer to address outstanding matters. It confirmed it had sent the customer copies of correspondence and procedures previously. It enclosed a copy of its privacy policy as the customer said he could not view details about GDPR online. It said it did not have a reasonable adjustment procedure. It explained CCWater had not previously forwarded his request for an explanation of his bill of 3 April 2019. And, it now explained the bill. It apologised for not sending the customer bills dating from 2004. It only sent the relevant bills but would now post all bills to the customer's address.
18. In light of the above I am satisfied the company adequately addressed the customer's outstanding concerns. I acknowledge the company did not send all of the customer's bills as requested at the

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outset; however, I consider the company's apology and actions sufficiently remedied this. I also note the company did not explain the bill of 3 April 2019 when the customer first asked; however, I accept the company was initially unaware of this request.

19. Overall, I am satisfied the company provided its services to the standard to be reasonably expected and no further remedy or actions are due. I therefore find that the customer's claims for apology; a response to his outstanding queries; copies of outstanding documents; a £25.00 goodwill payment for each service failure; and compensation for stress and inconvenience are unable to succeed.

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 16 July 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.



Justine Mensa-Bonsu, LLB (Hons), PGDL (BVC)
Adjudicator

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