

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1445

Date of Decision: 8 July 2019

Complaint

The customer has a dispute with the company regarding incorrect billing resulting from being placed on the wrong charging tariff. The customer was originally placed on Rateable Value tariff, then an Assessed Household Charge and finally the "WaterSure Plus" tariff. The customer asserts that the charges she paid before the "WaterSure Plus" tariff became effective are incorrect and should be refunded to her. The customer queries her current outstanding balance of £321.05 and requests the company to amend/adjust it to reflect the correct application of the "WaterSure Plus" tariff.

Defence

The company asserts that the current outstanding bill issued to the customer is correct and payable. The company accepts that some confusion has been ongoing, but this is due to the customer having three separate accounts in a short period of time. The company notes it has apologised to the customer for the inconvenience and made a goodwill gesture of £60.00. The company further notes that the customer was placed on the the "WaterSure Plus" tariff some 14 months "too soon" and this has been a financial benefit to her. The company has provided the customer with a detailed breakdown of her account from inception and thus declines to adjust the outstanding balance. The company has not made any offer of settlement to the customer, and believes it has acted in a fair and reasonable manner.

Findings

The company has billed the customer appropriately. I am satisfied, upon review of the information and data supplied to me, that the company has provided a comprehensive breakdown of the customer's account and has reasonably demonstrated how it has calculated the current balance on her account. The customer has presented no evidence to support her claim that the balance is incorrect. Thus, I find the company has not failed to provide its services to the extent to be reasonably expected by the average person.

Outcome

The company needs to take no further action

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

The customer must reply by 5 August 2019 to accept or reject this decision.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1445

Date of Decision: 8 July 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The customer claims she has experienced an ongoing dispute with the company regarding billing on her account. She believes she has been overcharged, that the company has not provided her with a reasonable level of customer service and that the recent bill she received in the amount of £351.05 is too high. The company deny the bill is incorrect, and despite the customer's ongoing communications with the company and the involvement of CCWater, the dispute has not been settled.
- The customer states that she moved into her residence on 09 April 2018 and received her first water bill from the company on 18 June 2108 in the amount of £440.97, on the account number 07[]1. The customer asserts that upon contacting the company to query the bill she was informed that it was incorrect as she was in credit, but the company proceeded to take the sum from her bank account by Direct Debit.
- The customer claims that in the following month, July 2018, she applied to the company to be included on its "WaterSure Plus" tariff, but the application was not successful. However, the customer states that after querying the rejection the company changed position and opened her

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

“WaterSure Plus” account with the account number of 61[]7. The customer further asserts that on 22 October 2018 the company advised her that this account was in credit to the sum of £76.83.

- The customer states that on 25 February 2019 she received a bill from the company for £441.00 but on her previous account number, 07[]1, and that shortly afterwards on 01 March 2019 the company advised her that she due a £20.00 credit on this account.
- The customer claims that also on 01 March 2019 she understood that the company had been debiting and then crediting back the sum of £20.00 per month on yet another account, this one numbered 06[]2. After contacting the company on 02 March 2019 to query these different charges the customer asserts that she was advised that the accounts numbered 07[]1 and 06[]2 would be closed,
- The customer further claims that on 10 March 2019 she received a bill from the company for the period 01 April 2019 to 31 March 2020 in the amount of £49.91, which she paid in full. However, the customer claims that the following day, 11 March 2019, she received another bill from the company in the amount of £351.05. Upon contacting the company to query the large bill the customer states that the company representative was unable to advise her, and she was promised a call-back from a manager. The customer asserts that no call-back materialised.
- The customer records that on 19 March 2019 she received a further invoice for the £351.05 charge but had no contact from the company since her telephone discussion on 15 March 2019, and consequently, on or around 02 April 2019, she escalated her complaint to CCWater who investigated the issues with the company on her behalf. Despite the intervention of CCWater, the dispute is ongoing and the company has not revised its standpoint.
- The customer is not satisfied with the response of the company and consequently, on 03 June 2019, has referred the matter to the WATRS Scheme whereby she seeks to have the company adjust her outstanding balance to reflect the “WaterSure Plus” tariff as she believes the balance to be incorrect.

The company’s response is that:

- The company, in its Defence document dated 26 June 2019, confirms that its records show the customer’s account was opened on 06 May 2018. The company further confirms that it issued the customer her first bill dated 08 May 2018 and this amount was taken from her bank account by Direct Debit on 27 May 2018.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

- The company states that the customer applied for the installation of a water meter on 29 May 2018 but it advised her on 18 June 2108 that metering was not possible for her residence, and set up a new account based on Assessed Household Charges (AHC) for a single occupier.
- The company records that on 21 June 2108 the customer applied to be placed on a “WaterSure Plus” tariff, but that on 27 July 2018 it informed her that her application was unsuccessful. However, on 06 August 2018 the company changed its position and opened her a “WaterSure Plus” tariff account and closed her AHC account. The company states the “WaterSure Plus” account was backdated so as to be applicable form 29 May 2018.
- The company states that on 29 June 2018 the customer requested a refund against the £444.97 taken from her original account numbered 07[]1, and it informed her that the sum of £237.00 would be credited to her account. On 21 February 2019, the company explained to the customer that this refund had been paid simultaneously with her recalling the original amount via an indemnity claim through her bank. The company advised the customer this “double” payment was being rectified and as such a balance of £404.97 was now due on her account. Additionally, the customer requested a refund for overpayments made on the AHC account.
- The company notes that it was wrong in placing the customer on the “WaterSure Plus” tariff as she did not satisfy the criteria applicable at the time. Nevertheless, it maintained the customer on this tariff and as such she has benefited for 14 months from paying ±50% of the charges she would otherwise have been liable for. The company advises that following a change in the criteria as from 01 April 2019 the customer is now eligible and will remain on the tariff.
- In response to the customer’s statement on her WATRS Application form that she believes the balance of her account is incorrect the company has submitted a detailed breakdown of all her account transactions going back to May 2018 along with a detailed narrative of events. The company asserts that the current balance owing of £321.05 is correct and payable.
- In summary, the company accepts that some confusion in the billing of the customer has occurred, caused principally by there being three separate accounts raised in her name. The company notes that its error in allowing the customer to be placed on the “WaterSure Plus” tariff was a financial benefit to her and it has also made a goodwill gesture payment in the amount of £60.00.
- Consequently, the company confirms that the customer’s account has been charged at “WaterSure Plus” tariff since 29 May 2018 and that the outstanding balance of £321.05 is correct and thus declines to make any amendment or adjustment to this balance.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

The customer's comments on the company's response are that:

- The customer has not submitted comments to the company's Defence document.

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 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 dispute relates to the customer's dissatisfaction over the company's perceived failure to address her complaints regarding the tariff most applicable to her account.
2. I note that the WATRS adjudication scheme is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
3. From the evidence submitted to me, I understand that the customer took up residence in her property on 09 April 2018, the company opened an account in her name on 06 May 2018 and issued the first water bill on 08 May 2018 in the sum of £444.97 (I note the customer has recorded the amount at £440.97 but I have taken the amount shown on a copy of the bill). The bill shows the customer's account number to be 07[]1 and her tariff was based on the Rateable Value of her property.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

4. Similarly, I am satisfied that the amount of £444.97 was taken from the customer's bank account on 27 May 2018 by Direct Debit.
5. On 29 May 2018, the customer requested the fitting of a water meter at her property. The company undertook the necessary inspection and advised the customer on 18 June 2018 that the fitting of a meter was not possible. As a consequence, the company transferred the customer from the Rateable Value tariff on to an Assessed Household Charge tariff and opened a new account in her name with the number 06[]2.
6. On 29 June 2108, following the transfer of tariffs, the customer requested a refund of the payment made in terms of the bill rendered on account number 06[]2, and the company agreed to refund her bank account with the amount of £237.00. From the available evidence before me I am satisfied that simultaneous with the refund the customer, through her bank, had successfully recalled the full amount of £444.97 previously taken by Direct Debit. Thus, I am satisfied that the customer received two separate recoveries of the initial payment and thus the company was entitled to reimbursement of the £237.00 refunded.
7. On or around 21 June 2108 the customer applied to the company to be placed on the WaterSure Plus tariff. On 27 July 2018, the company informed her that her application was unsuccessful as she did not meet the necessary criteria. However, after the customer appealed the decision she was accepted onto the tariff, although the company asserts that the acceptance was made in error as the customer continued not to meet the criteria. I am satisfied from the evidence submitted that the company did not overrule its own error and the customer remained on the WaterSure Plus tariff, and indeed the company also backdated the commencement of this tariff to 29 May 2108. In this respect, I find the company has managed the customer's account with a reasonable level of skill and care.
8. The company, when transferring the customer from the Assessed Household Charge tariff to the WaterSure Plus tariff closed the account numbered 06[]2 and opened a new account with the number 61[]7, and I am satisfied that this account is current and in use.
9. In her application to WATRS the customer states she believes the balance of her account is incorrect and thus seeks for the company to amend/adjust the balance to reflect charges based on the "WaterSure Plus" tariff.
10. I note that in response to the complaint by the customer dated 01 April 2019, the company, on 15 April 2019, has provided her with a detailed breakdown of her account since its inception back on 06 May 2018. The breakdown takes into consideration all charges raised and payments made, and includes full details regarding all three of the accounts the customer has

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

had from May 2018 to date. A copy of this breakdown has been provided to me and I have taken it into consideration.

11. I am obliged to the caseworkers at CCWater who have taken the company's account breakdown document and produced a simplified tabulated presentation to show the history of the customer's three accounts. I note that CCWater has stated that, after reviewing the company document, it concurs that the account balance of £321.05 is correct and payable. Again, I confirm a copy of this table has been provided to me and I have taken it into consideration.
12. Having reviewed the transaction breakdown prepared by the company, I find that its position is not unreasonable. I am satisfied that the original account breakdown prepared by the company and the CCWater tabulated presentation have been passed to the customer for her records. In her application to WATRS the customer states that she contends the balance of her account is incorrect, yet she does not provide me with any substantiation to support her position. I find that the company, supported by CCWater, has supplied the customer with sufficient detail of her account history to enable her to fully understand the calculation of the current balance of £321.05. I further find, that it is reasonable to expect the customer to supply me with such narrative, explanation and evidence of why and how she believes the account balance to be incorrect. Failing such submissions by the customer I shall not direct that the company amend or adjust the balance of her account.
13. I am further satisfied following review of the data supplied by the company that the customer has benefited from the "WaterSure Plus" tariff since 29 May 2018. Again, should the customer believe that this is not the case it was incumbent upon her to detail why she was of this position.
14. In summary, I have found no failure by the company to provide its services to the standard to be reasonably expected. I find the company has dealt reasonably with the customer's claim, and I have found that the customer has not provided sufficient evidence to justify the claim.
15. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person, and therefore, my decision is that the claim does not succeed.

Outcome

The company does not need to take further action.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 8 August 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.



Peter R Sansom
MSc(Law); FCI Arb; FA Arb; Member London Court of International Arbitration;
Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.