

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1494

Date of Decision: 29 July 2019

#### Complaint

The customer has a dispute with the company regarding the receipt of an estimated bill issued earlier than he anticipated. The customer claims the company failed to visit his residence to read his meter and that when he complained he was intimidated and threatened by the company. He also claims that he has received a very low level of customer service following his complaint. Consequently, he requests the company to pay compensation in the amount of £2,500.00 for distress, issues an apology and reimburse the previously paid estimated bill, and dismiss its staff that acted inappropriately.

#### Defence

The company admits to not following its own meter reading process, but states that the bill was issued correctly in respect of timing. The company denies any threatening or intimidating behavior and counter claims that the customer's conduct was bordering on harassment requiring referral to the police. The company has not made any offer of settlement to the customer, and believes it has acted in a fair and reasonable manner, and thus declines to honour any of the customer's requests.

#### Findings

The customer has not presented sufficient evidence to support his claim that he was subject to any intimidating or threatening behaviour. I find the customer's reaction and subsequent actions upon receiving an estimated bill earlier than he expected to be disproportionate to the harm done. I find the company has managed the customer's account and complaint with a reasonable level of skill and care. 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

The customer must reply by 26 August 2019 to accept or reject this decision.

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## ADJUDICATOR'S DECISION

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Date of Decision: 29 July 2019

### Party Details

Customer: [ ]

Company: [ ].

### Case Outline

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

- The customer claims he has experienced an ongoing dispute with the company regarding meter reading, billing, and subsequent customer service after he complained. The company admits minor infractions in procedure and has offered applicable compensation but not at the amount claimed by the customer. Despite the customer's ongoing communications with the company and the involvement of CCWater, the dispute has not been settled.
- The customer states that he moved into his property on 06 August 2018 and registered with the company and requested to be billed at six-monthly intervals. The customer asserts that he was surprised to receive his first bill only two months after moving in, and he also noted the invoiced amount was based on an estimated rather than actual meter reading.
- The customer states that he is of the belief that the company made no attempt to read his meter despite it claiming to have attempted on two occasions to gain access to the meter inside the property. The customer asserts that members of his family were present on the dates the company professes to have visited, and additionally he claims that he has a video doorbell facility which indicated no attendance by a meter reader.
- The customer further claims that upon contacting the company to query the bill he was promised a call-back by a manger but this did not materialise. He additionally states that the company

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abused his personal data by raising details of previous accounts he held with the company, and which he believes are not relevant to the current issue.

- The customer asserts that in order to escalate his complaint he contacted directly by e-mail the Chief Executive Officer of the company, but was disappointed with the responses received. He insists that following this escalation the company became aggressive and threatening towards him and that he was contacted on several occasions by the company's head of security.
- On or around 15 January 2019 the customer escalated his complaint to CCWater, who took up his case with the company. The customer asserts that the response from the company to CCWater dated 06 February 2019 was inaccurate and incorrect and CCWater requested the company respond a second time. The customer states that the company responded again on 15 March 2019 and maintained its position that it had attempted on two occasions to attend upon the customer's property to read his meter.
- The customer maintained his position that he does not believe the company attempted to read his meter on 09 October 2018 and that in order to cover up this error it has resorted to threats against him and his family. He also maintains that his personal data has been abused with his address and phone number being given to unauthorised persons.
- The customer asserts that when he set up his account with the company in August 2018 he opted for online (paperless) billing. Thus, he was surprised when in April 2019 he received a paper bill in addition to the electronic version and he believed this was a deliberate attempt by the company to "insult intimidate and threaten" his family.
- The customer further claims that he had informed the company that he was willing to provide it with a meter reading whenever so requested, but that the company had never responded to the offer. He states that, subsequently, a company meter reader waited outside his property until such time he was observed leaving and then entered to read the meter without showing any identification to the family member that permitted entry.
- The customer records that, despite the intervention of CCWater, the dispute is ongoing and the company has not revised its standpoint and CCWater are unable to facilitate a resolution between the parties.
- The customer is not satisfied with the response of the company and consequently, on 20 June 2019, has referred the matter to the WATRS Scheme whereby he seeks to have the company dismiss from their roles staff members who behaved improperly towards him, issue an apology, and pay compensation in the sum of £2,500.00 for stress and inconvenience.

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

- The company submitted its Defence paper to the claim on 15 July 2019. The paper, under the heading “Chain of events”, contains a detailed chronological schedule of e-mails and telephone calls exchanged between the parties, and I do not intend to repeat this schedule inside my decision. The parties should be assured that I have studied this, and all submissions, in full detail.
- In its Defence document the company confirms that its records show the customer's account was opened on 03 August 2018 and that he was registered for online billing on 16 August 2018.
- The company states that one of its meter readers attempted to read the meter at the customer's property on 09 October 2018, but without success. The company concedes that the meter reader, having failed to obtain access to the property (the meter is installed internally), failed to leave a calling card as is the normal procedure. Consequently, on 15 October 2018 the company produced a bill based on estimated not actual meter readings and this was issued to the customer.
- The company records that after receiving the bill the customer contacted its Chief Executive Officer to complain that the company was attempting “to rip-off his family”. The company asserts that the customer was seeking £400.00 in compensation for receiving an estimated bill and also wanted the bill cancelled. The company claims that the volume of calls and e-mails from the customer was such that the matter was referred to the company's Head of Security to ensure the safety of staff and to advise the customer his behaviour was bordering on harassment.
- The company states that on 01 November 2018 it explained to the customer : (i) that he received a bill after two months of taking up residence such that he could be placed on the normal six-monthly billing cycle; (ii) that it had a policy of answering complaints within ten days and could not give him an instant response as he was demanding; (iii) that its internal investigations did not identify any form of intimidating or threatening behaviour towards him by staff members.
- The company asserts that it was contacted by CCWater on 17 January 2019, and subsequently provided an explanation of the status of the customer's claim. Later the company offered the customer a goodwill gesture of £40.00, comprising £20.00 for failing to leave a card after the

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meter readers visit on 09 October 2018 and a further £20.00 for not returning for a second attempt to read the meter.

- Additionally, the company notes that it made another credit payment on 10 May 2019 of £20.00 into the customer's account as compensation for sending him a paper bill. The company states that it made several offers to the customer to read his meter outside of the six-month cycle but the offers were rebuffed, and that it had requested numerous times to have the customer supply his own meter reading – again without success.
- In summary, the company confirms that it has undertaken extensive investigations into the dispute and has found no reason why any of its staff should be disciplined for threatening or aggressive behaviour. Indeed, the company states that the behaviour of the customer was such that it was compelled to report the matter to the police and to have its own security team contact the customer. Additionally, the company asserts that it offered the customer to replace his existing water meter with one that can be read remotely, hence removing the need to enter his property.
- The company believes it has acted reasonably and taken all possible measures to assist the customer. It further notes that it has offered a gesture of goodwill in the sum of £60.00 and proposed to install a remote readable meter. Consequently, the company denies to discipline its staff and declines to pay the amount of £2,500.00 in compensation as requested.

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

- The customer submitted comments to the company's Defence document on or around 15 July 2019. The customer asserts that the company has been selective in the information contained in its Defence document, and has given different versions of its position to him, to CCWater, and now to the adjudicator. The customer claims that he does not believe it is normal for a company to have its security personnel contact customers at home on their private telephone numbers, and believes that the company behaviour results from institutional racism. The customer further refutes the allegations that he was rude and abusive to company staff, and reiterates his belief that he has had to defend his family from the company's intimidating and threatening behaviour. He further claims the company has been deliberately uncooperative with CCWater during its investigations.

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## 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 having sent him a bill based on estimated meter readings only two months after he opened his account and opted to receive online bills every six months. The customer is unhappy at the customer service he has received after he complained about the "early" bill.
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 documents submitted to me, I am satisfied that the customer opened his account with the company on 03 August 2018 and registered for online billing on 16 August 2018.
4. Based on my review of all the available information, I am satisfied that the main issue of this WATRS Application stems from whether or not the company attempted to read the customer's water meter on 09 October 2018. I believe the subsequent ongoing dispute has its source in this event.

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5. The company has provided a contemporary document showing an entry into its system indicating that its meter reader attended the customer's property at 12:32 on Tuesday 09 October 2018. The customer has denied such visit took place and claims he has a video recording facility attached to his door bell and that members of his family were at home all day on 09 October 2018. Unfortunately, the customer does not provide any substantiation of these statements and has not produced any video evidence from his doorbell camera and as such I am not satisfied that the customer has shown a complete non-attendance by the meter reader on the day. Thus, on balance, I find that the company meter reader did attempt to read the meter on one occasion on 09 October 2018.
6. The company has confirmed that its standard operating procedure in respect of meter readings requires two unsuccessful attempts to gain access to the meter prior to issuing a bill based on estimated readings. The procedure also requires that the meter reader leaves a calling card at the property after failing to achieve access.
7. The company, in its Defence submission, accepts that the meter reader failed to leave a calling card after his first unsuccessful visit on 09 October 2018. The company further accepts that it did not make the required second attempt to read the meter, and that the bill it issued to the customer on 15 October 2018 was based on estimated readings.
8. Having admitted to the two failings in meter reading procedure the company offered an apology and compensation to the customer in the total sum of £40.00, being £20.00 for each failing. My understanding is that the customer declined this offer.
9. After the customer's complaint to the company regarding the attendance/non-attendance of the meter reader and the receipt of a bill after two months, I am satisfied from the documents laid before me that the company responded in a reasonable manner in attempting to address the complaint. The company has shown that in addition to its normal customer service personnel, senior managers, company directors, and even the company Chief Executive Officer have been involved on a personal level in attempting to bring a conclusion to the customer's complaint. I can see from reference to evidential documents submitted by the customer that he has not been happy with the content of the responses he has received but such unhappiness does not equate to a poor level of customer service. Thus, I find on balance, that the company has not failed its duty of care to manage the customer's account and complaint with the required level of skill and care.
10. I am aware that the customer has accused the company of intimidating and threatening behavior towards himself and his family, but he does not submit any evidence to support his position. He

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asserts that he was intimidated by the fact that a company meter reader attended upon his property when he was absent. Despite this claim we cannot test the veracity of oral statements as we are not a court or tribunal. Similarly, the customer asserts that receiving a paper invoice from the company was also an act of deliberate intimidation, this I find not to be a reasonable reaction.

11. I do not find that the customer was the subject of intimidating or threatening behavior by the company, but I note that the company felt sufficiently threatened by the customer to the extent that it deemed it necessary to involve its own security department and to inform the local police of the customer's behavior. From the documents submitted to me I note that in the twenty-four-day period between 29 October 2018 and 21 November 2018 the customer sent more than twenty-seven e-mails to the company and made numerous telephone calls not only to the customer service centre but to senior executives also. As I have noted earlier in this decision, the customer is unhappy at receiving an estimated bill four months earlier than he anticipated, and I am satisfied that his reaction to this is disproportionate to the harm done.
12. The customer also states in his WATRS Application that he believes the actions of the company are the result of deep institutional racism, and that the company has deliberately chosen to confuse him with other males of Indian heritage. This is an issue outside the remit of the WATRS Adjudication scheme, and I am satisfied that the customer is aware of the appropriate forum to refer this type of complaint.
13. I am content from evidentiary documents supplied that the company has reasonably and adequately explained to the customer the reason behind him receiving his first invoice two months after opening his account. I am satisfied that the customer is now on the six-monthly billing cycle as he requested.
14. Similarly, I am satisfied that the company has reasonably explained to the customer the reasons behind him receiving a paper bill in addition to his online bill in April 2019, and I note the £20.00 gesture of goodwill made to him for this event.
15. In his application to WATRS the customer has requested four remedies, (i) the dismissal of company employees that have behaved improperly; (ii) to receive an apology; (iii) to have the compensation already paid increased by £2,500.00 to redress the distress suffered in dealing with company; (iv) refunding of the original estimated bill issued in the amount of £40.00.
16. It is outside the jurisdiction of this adjudication scheme for me to direct that the company dismiss any of its employees. I shall not so direct.

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17. In respect of remedy (ii) I have found no duty of care or customer service failings by the company, and thus it follows that an apology is not appropriate.
18. The customer requests the sum of £2,500.00 in compensation for distress. I recorded above that I am satisfied that the customer's reaction to receiving an estimated bill was not proportionate to the harm done. The customer rejected an offer by the company to have his meter read outside of the six-month cycle and refused to provide his own meter reading. I am satisfied that had he reacted positively to these overtures from the company at the time, the dispute would have been settled timeously and the distress the customer purports to have experienced over the following eight months would not have occurred. I find the compensation as requested is not appropriate.
19. The customer requests as his fourth remedy, the repayment of the estimated bill in the amount of £40.00. I am content that the bill was actually issued in the amount of £25.15. Notwithstanding the amount, I find that the bill, even though it was based on an estimated reading, was correctly raised by the company and was properly payable. I shall not direct that the company reimburse the payment.
20. 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 claims, and I have found that the customer has not provided sufficient evidence to justify the claim.
21. 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.

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### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 26 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  
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### **Adjudicator**

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