

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1550

Date of Decision: 9 August 2019

Complaint

The customer submits that the dispute concerns a number of issues. The company used an incorrect meter reading from her previous address. A charge of £41.10 from her previous address was added onto several bills. However, an email from the company proves that there was a zero balance on the account from her previous address. Payment Plans are estimated. However, daily meter readings are taken electronically so her invoices should not be estimated. Charges are made a year in advance and her payments are not always shown on invoices. Although it is stated that there is a fixed charge for wastewater, the charge fluctuates. She was originally incorrectly placed on a Rateable Value (RV) tariff at her new address and never received compensation for this. Two goodwill credits for £40.00 were also never received. She also received an invoice in relation to the previous owner. The customer requests that the company: provide correct invoices; provide an apology; explain how the alleged £41.10 was made up of £15.90 and £25.50; provide evidence of the £32.63 referred to in the email of 12 December 2017; remove all charges for £41.10 and reimburse these; provide the two goodwill payments of £40.00; return excess money that was charged when she was put on the RV tariff; provide an explanation of all the spreadsheets; stop requesting payments for the coming year in its payment plans; stop sending estimated invoices; and pay £200.00 compensation for poor service.

Defence

The company submits that in accordance with its Charges Scheme, it issues its metered customers with a bill every six months and these charges are due immediately when the metered bills issued, unless a Payment Plan was agreed. It sends two types of invoice to customers; Payment Plans (estimated schedule of payments for the forthcoming 12 months) and Bills (showing charges accrued for services used in the previous 6 months). It will continue to estimate annual charges when calculating a Payment Plan, as this is how it sets Payment Plans and this will not change. If the customer would rather pay her bills in full every six months once they are issued, the customer can do so instead if she wishes. The £41.10 is correct and payable. It accepts that an email it sent to the customer informed her that there was a zero balance on the account for her previous home. This was strictly true, as the balance had by then been transferred over to the customer's new account, although it does accept this has caused some confusion. The balance of £41.10 was not added to the customer's account several times as can be seen from the account breakdown. Fixed charges are set annually and their cost on each bill may

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differ depending on the number of days the bill spans, or if the bill spans a charging year change. It accepts that it incorrectly set up an account at the customer's new address using the RV tariff. However, this error had no financial impact on the customer and was promptly resolved. It has provided a full account breakdown of the customer's metered accounts. There is no justification for it to recalculate bills which are already correct. It never advised the customer that it would credit her account with two goodwill payments of £40.00. It has however, placed two credits of £20.00 (making a total credit applied of £40.00) on her account. No offer of settlement was made.

Findings

I accept the company's submissions that it issues two types of invoices to customers; bills and Payment Plans. The customer has not shown that the company's policy to bill based on estimates, or calculate instalments for Payment Plans based on estimates is contrary to any law or code. The company's invoicing policy is supported by the approach to the regulation and supply of water in the UK. As long as information on an invoice is clear and the company returns any overpayments to a customer, the manner in which a company sets out its invoices is a business matter for the company alone to determine and falls outside the scope of WATRS. The company used an estimated a final meter reading of 423m³ on 18 April 2017 for the customer. Contemporaneous account notes confirm the company's submissions that this reading was confirmed by the customer during a call on 6 June 2017. The evidence subsequently shows that the company undercharged the customer. The evidence shows that the £41.10 is correct and payable, and has not been billed to the customer several times. The company failed to clearly explain to the customer that the outstanding balance of £41.10 had been transferred to her new address in its email of 6 June 2017. There is no evidence of a failing on the company's part in relation to fixed charges for wastewater. There is no evidence to show that the company's bill dated 19 May 2017 is in relation to the previous owner. The company incorrectly placed the customer on the RV tariff when she moved into her new home in April 2017 despite there being a meter at the property. However, the evidence confirms the company's submission that all charges on the RV basis had been cancelled and only the balance of £41.10 transferred from No. 1 Green Street was remaining. There is no evidence to show that the company promised the customer two goodwill credits for £40.00. Two goodwill credits of £20.00 each which were applied to the customer's account on 6 June 2017 and 6 December 2017 respectively. The £32.63 referred to in the email of 12 December 2017 has been explained. In view of the company's failure to clearly explain, in its email of 6 June 2017 to the customer, that the outstanding balance of £41.10 had been transferred to her new address; the company should pay the customer a measure of compensation and provide an apology. However, all other requests for redress do not succeed.

Outcome

The company needs to take the following further action:

I direct that the company pay the customer compensation in the sum of £25.00. I also direct that an authorised representative of the company provide the customer with a written apology.

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The customer must reply by 6 September 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1550

Date of Decision: 9 August 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The dispute concerns a number of issues.
- The company used an incorrect meter reading from her previous address.
- A charge of £41.10 was added onto several bills. However, the company's email of 6 June 2017 proves that there was a nil balance on the account from her previous address.
- Payment Plans are estimated. However, daily meter readings are taken electronically so her invoices should be accurate and not estimated.
- Charges are made a year in advance and her payments are not always shown on invoices.
- Although it is stated that there is a fixed charge for waste water, the charge fluctuates.
- She was originally incorrectly placed on a Rateable Value (RV) tariff at her new address and never received compensation for this.
- Two goodwill credits for £40.00 were also never received.
- She also received an invoice in relation to the previous owner.
- The customer requests that the company:
 - Provide correct invoices.
 - Provide an apology.
 - Explain how the alleged £41.10 was made up of £15.90 and £25.50.
 - Provide evidence of the £32.63 referred to in the email of 12 December 2017.
 - Remove all charges for £41.10 and reimburse these.
 - Provide the two goodwill payments of £40.00.

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- Return excess money that was charged when she was put on the RV tariff.
- Provide an explanation of all the spreadsheets.
- Stop requesting payments for the coming year in its Payment Plans.
- Stop sending estimated invoices.
- Pay £200.00 compensation for poor service.

The company's response is that:

- In accordance with its Charges Scheme, it issues its metered customers a bill every six months and these charges raised in its metered bills are due immediately when issued, this is because the service has already been used. However, it is happy to arrange a Payment Plan for customers, whereby, they can make monthly payments for its services. To do this, it calculates (estimates) how much it expects a customer to spend in a 12 month period and it does this by looking at the previous year's consumption. (A different method is used if it does not have a record of previous consumption for a particular customer - which is not the case here). Providing a customer continuously uses water at the same rate, at the end of each 12 month Payment Plan there should only be a small debit or credit balance.
- It sends two types of invoice to customers; Payment Plans (schedule of payments for the forthcoming 12 months) and Bills (showing charges accrued for services used in the previous 6 months).
- A bill shows the cost of the service used for the previous six months and is calculated using either an actual or an estimated meter reading. Whereas, a Payment Plan is an estimation of the cost of its services for a particular customer, using their previous consumption history as a basis to calculate its estimation, for the forthcoming 12 months. This method of calculating Payment Plans is common in the utility industry and allows a customer to keep on top of their account balance without falling into arrears.
- The customer's current address has a smart meter. Smart meters are connected wirelessly to a fixed IT network which enables the receipt of daily meter readings. Every one of the customer's bills has been calculated using an actual reading that it has either received electronically or has been provided by the customer herself. As such, all of the customer's bills since she has lived at 5 Greek Street have been 100% accurate. It will continue to estimate annual charges when calculating a Payment Plan, as this is how it sets Payment Plans and this will not change. If the customer would rather pay her bills in full every six months once they are issued, the customer can do so instead if she wishes.

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- The customer's previous home was connected to an older analogue meter and there were estimated bills for the time she lived at that property. The final estimated reading used on 18 April 2017, used an Average Daily Usage (ADU) of 0.08m³ which is the lowest ADU used to bill the customer for its services whilst she lived at No. 1 Green Street. It estimated a final meter reading of 423m³ on 18 April 2017 for the customer. The customer provided to a photograph of the meter at No. 1 Green Street to the Consumer Council for Water (CCW). The photograph was taken by the managing agent of the property on 12 February 2018 and shows the meter was reading 427m³.
- Between 18 April 2017 when the customer vacated No. 1 Green Street and 25 May 2018 the property remained unoccupied, this shows that the meter was also reading 427m³ when the customer vacated the property on 18 April 2017. As it estimated a final meter reading of 423m³ on 18 April 2017 for the customer, it appears it has undercharged the customer by 4m³ for its services at No. 1 Green Street. This was also highlighted by CCW in an email CCW sent to the customer dated 2 July 2019. It does not intend on recovering this undercharge from the customer.
- The £41.10 is correct and payable. On 3 April 2017 the customer's account was in arrears by £25.20. It then issued her final bill for No. 1 Green Street, dated 24 April 2017 amounting to £15.90. $£25.20 + £15.90 = £41.10$. It will not be clearing this balance.
- It is true that an email it sent to the customer informed her there was a zero balance on the account for her previous home at No. 1 Green Street. This was strictly true, as the balance had by then been transferred over to the customer's new account at 5 Greek Street, although it does accept this has caused some confusion.
- The account breakdown shows that the balance of £41.10 was not added to the customer's account several times.
- On 6 December 2017, it advised the customer that the carried forward balance had not been included in her Payment Plan and this was why it had been appearing on Payment Plans as an outstanding balance. To apologise for the carried forward balance not being included in her Payment Plan, it applied a goodwill credit of £20.00 to the customer's account.
- On 12 December 2017 the customer's account was in arrears by £32.63.
- Fixed charges are set annually and their cost on each bill may differ depending on the number of days the bill spans, or if the bill spans a charging year change.
- Payments are not itemised on its bills but the total of payments received since the last bill are. Whilst handling the customer's complaint it has sent the customer a spreadsheet showing all of the payments it received from her. As part of its Defence, it has also included a breakdown of

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the customer's metered accounts with it. As every payment it has received from the customer has been made by Direct Debit, she may wish to cross reference the breakdown to her bank statements for reassurance every payment she has made has been correctly applied to her [] Water account.

- It accepts that it incorrectly set up an account at the customer's new address using the RV tariff. This error had no financial impact on the customer and was promptly resolved. It applied a £20.00 credit to the customer's account to say sorry.
- There is no justification for it to recalculate bills which are already correct. For services at the customer's home, each bill has been raised using actual, rather than estimated, meter readings. The final bill for the customer's previous home, as explained earlier, was underestimated, which will have benefited the customer.
- Sometimes, if it is not updated with mailing addresses for previous occupiers, the new occupier may receive a letter in the previous occupier's name. If the customer receives a letter in a previous occupier's name and she does not have an address to forward it on to, she can put the letter back in the post box marked 'No longer at this address, return to sender'. Once it has received the letter back it will update its records.
- It never advised the customer that it would credit her account with two credits of £40.00. It has however, placed two credits of £20.00 (making a total credit applied of £40.00) on her account.

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. I must remind the parties that adjudication is an evidence-based process.
2. 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.
3. It is almost inevitable in such adjudications that conflicts of evidence arise; the adjudicator's role is to balance the evidence that is presented. Submissions made without supporting evidence are unlikely to be accepted as proven. More weight is likely to be attached to contemporaneous evidence.

The difference between Payment Plans and bills

4. In light of the evidence provided, I accept the company's submissions that it issues two types of invoices to customers; bills and Payment Plans.
5. The evidence confirms that bills show the cost of the service used for the previous six months calculated using either an actual or an estimated meter reading.
6. The evidence also confirms that Payment Plans are an estimation of the cost of the company's services for a particular customer for the forthcoming 12 months, using their previous consumption history. Payment Plans estimate and spread the cost of future bills; allowing a customer to keep on top of their account balance.

Payment Plans and Estimates

7. Further, under Section 143 of the Water Industry 1991 Act, the company is entitled to make a Charges Scheme that fixes the terms and charges for any services provided in the course of carrying out its functions.

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8. A company's Charges Scheme must be approved by OFWAT, the Water Industry Regulator. There is no evidence to show that the company's Charges Schemes have not been approved by OFWAT or do not comply with OFWAT's Charging Rules.
9. The company has submitted a link to its 2019/20 Charges Scheme in evidence.
10. I accept the company's submission that under its Charges Scheme, charges raised in metered bills are due and payable immediately when the bills are issued. However, customers may choose to pay the charges in instalments as agreed by the company. The Charges Scheme further provides that the instalments will be calculated by the company *"on the basis of their estimates and will be adjusted in due course when actual meter readings are taken."*
11. Therefore if as agreed by the company, a customer chooses to pay by instalments i.e. via a Payment Plan as discussed above, the company is entitled to calculate the instalments based on estimates.
12. The company states that this policy has been the same for every previous year. While the company has not submitted similar evidence for the full period, I accept that it is more likely than not that the policy has been consistent since 2008 when the customer began to be charged on a metered basis.
13. The customer has not shown that the company's policy to calculate instalments based on estimates is contrary to any law or code. It is also important to note that it is not within my remit to review the company's policies. Any question regarding the fairness or otherwise of the company's policies falls outside the scope of WATRS and cannot be considered.
14. I acknowledge the customer's complaints about the company's invoicing practices. However, the company's invoicing practices is supported by the approach to the regulation and supply of water in the UK. As long as information on an invoice is clear and the company returns any overpayments to a customer, the manner in which a company sets out its invoices is a business matter for the company alone to determine and falls outside the scope of WATRS. Under WATRS Rule 3.5, the Scheme cannot be used to adjudicate disputes relating to business practices. I am also particularly mindful of the company's submissions that under the company's Charges Scheme customers have the choice to pay their bills in full once they are issued should

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they wish, and customers do not have to pay in instalments/enter into Payment Plans with the company.

15. The customer has not shown that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person in this regard.
16. In view of the above, the customer's requests that the company stop requesting payments for the coming year in its Payment Plans, and stop sending estimated invoices are unable to succeed.

Bills and Estimates

17. I accept the company's submissions that it issues bills which may be calculated using an actual or estimated meter reading. No evidence has been submitted to this adjudication to show that this practice is contrary to any law or code.
18. The customer's meter at No. 1 Green Street was an analogue meter which must be manually read on site, whilst the customer's meter at 5 Greek Street is a smart meter which can be read electronically from the company's offices.
19. The evidence shows that bills for No. 1 Green Street account were calculated using a mixture of actual and estimated readings. Whilst bills for 5 Greek Street confirm the company's submissions that every bill has been calculated using an actual reading received electronically or provided by the customer.
20. The company submits that payments are not itemised on its bills, but the total payment received since the last bill are. Having carefully considered the bills submitted in evidence I find that this is clearly shown on the bills. As above, as long as information on an invoice is clear and the company returns any overpayments to a customer, the manner in which a company sets out its invoices is a business matter for the company alone to determine and falls outside the scope of WATRS.
21. The customer has not provided any evidence to show that payments she has made to her account have not been applied to her account. In the absence of which, I find no failing on the company's part in this regard.

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Incorrect meter reading

22. The customer submits that the company used an incorrect meter reading from her previous address.
23. The company used an estimated a final meter reading of 423m³ for the customer on 18 April 2017. Contemporaneous account notes confirm the company's submissions that this reading was confirmed by the customer during a call on 6 June 2017.
24. The customer subsequently submitted a photograph of the meter to the Consumer Council for Water (CCW). The photograph was taken by [], the managing agent of No. 1 Green Street on 12 February 2018 and shows a reading of 427m³; 4m³ higher than that estimated by the company.
25. It is not in dispute that the customer vacated No. 1 Green Street on 18 April 2017 and that the property remained unoccupied until 25 May 2018; some three months after the managing agents had taken the photograph of the meter. The meter was therefore reading 427m³ when the customer vacated the property.
26. I therefore accept the company's submissions that as it estimated a final meter reading of 423m³ on 18 April 2017, it undercharged the customer. The company has confirmed that it does not intend on recovering this additional cost from the customer.
27. The customer's meter at No. 1 Green Street was an analogue meter. In addition, as discussed above, I accept the company's submissions that it issues bills which may be calculated using an estimated meter reading. The estimate used by the company was to the customer's benefit. I therefore find no failing on the company's part in this regard.

The £41.10 charge

28. The customer's 13 March 2017 and 24 April 2017 bills have been submitted in evidence.

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29. The company has also submitted in evidence a full breakdown of the customer's account from 8 October 2008; the company states that prior to this date the customer had been billed on the RV charge basis. The metered account breakdown shows a starting credit of £57.29 transferred from the customer's RV account on 9 December 2008. There is no evidence to show that the company is legally obliged to provide a record of the customer's account from 1983/84 when the customer states she first moved into the property. No evidence has also been submitted to this adjudication showing that the company charged the customer incorrectly on the RV basis. I therefore find no failing on the company's part in this regard.
30. The 13 March 2017 bill was for the period 12 December 2016 to 10 March 2017 for a volume of 10m³ at a cost of £42.93. The amount due on the customer's previous bill dated 12 December 2016 was £22.27. However, since that previous last bill the customer had made payments of £18.00 and £11.00 by Direct Debit on 3 January 2017 and 2 March 2017 respectively; £29.00 in total. This therefore left a credit of £6.73 on the account. £6.73 was deducted from the £42.93 charge leaving an outstanding balance of £36.20.
31. The evidence shows that the customer then made a payment to the account of £11.00 on 3 April 2017. This left an outstanding balance of £25.20.
32. A final bill was issued to the customer on 24 April 2017 for the period 10 March 2017 to 18 April 2017 for a volume of 3m³ at a cost of £15.90.
33. The new charge of £15.90 was added to the £25.20 leaving an outstanding balance of £41.10 on the account.
34. Having carefully considered the bills and account breakdown submitted in evidence, in the absence of any evidence showing otherwise, I accept the company's submissions that the £41.10 is correct and payable. I also find that the company has explained how the £41.10 was comprised of £15.90 and £25.50. Consequently, the customer's request in this regard has been met.

The customer was not informed of the £41.10 charge on 6 June 2017

35. Notwithstanding the above, it is not in dispute that in an email dated 6 June 2017, the company informed the customer that there was a zero balance on the account for No. 1 Green Street.

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36. The company acknowledges that it informed the customer that her final bill for No. 1 Green Street, dated 18 April 2017 when it in fact was dated 24 April 2017, and that it did not inform the customer that the reason there was no balance to pay for No. 1 Green Street, was due to it having already been transferred to her new account at 5 Greek Street.
37. I find that it would have been fair and reasonable for the company to have clearly explained that the outstanding balance of £41.10 had been transferred to the customer's new address. As acknowledged by the company in its Defence, it is clear that this caused the customer unnecessary confusion. I find that the company failed to provide its services to the customer to the standard to be reasonably expected in this regard.

The appearance of the £41.10 charge on a number of bills

38. The evidence shows that the £41.10 carried forward charge is quoted on documentation (bills/Payment Plans/Statement of Accounts etc.) from the company dated 24 April 2017, 19 May 2017, 23 May 2017, 5 June 2017, 6 December 2017 and 14 May 2018.
39. However, the full account breakdown submitted in evidence confirms that the customer was not billed for £41.10 several times. Although it was quoted on documentation as outstanding, it has only ever been billed to the customer once, on 24 April 2017.
40. On 6 December 2017, the company apologised for not including the £41.10 in her Payment Plan and explained that this is why it had been appearing on Payment Plans as an outstanding balance. I find that the company failed to provide its services to the customer to the standard to be reasonably expected in this regard. However, I note the company applied a credit of £20.00 to the customer's account on 6 December 2017 for this failing. I am satisfied that this was appropriate and sufficient.
41. For the avoidance of doubt, I note that the £41.10 charge was subsequently quoted again on 14 May 2018. However, in view of the evidence provided, I accept the company's submission that this document was a Statement of Account for the period 18 April 2017 to 29 November 2017 as at 14 May 2018.

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42. Consequently, in view of all of the above, the customer's request that the company remove all charges for £41.10 and reimburse these is unable to succeed.

Rateable Value tariff for 5 Greek Street

43. It is not in dispute that the customer was incorrectly placed on the RV tariff when she moved into her new home in April 2017 despite there being a meter at the property. I find that the company failed to provide its services to the standard to be reasonably expected in this regard.

44. However, evidence from the customer's account confirms the company's submissions that the account was closed as of the date it was opened; no payments were taken from the customer; and that this error had no financial impact on the customer. Consequently, the customer's request that the company return excess money that was charged when she was put on the RV tariff is unable to succeed.

45. The company paid the customer £20.00 compensation for its error. The account breakdown submitted in evidence shows that this compensation was applied to the customer's account on 6 June 2017, the date it was offered. I find that this compensation was appropriate and sufficient.

Fixed charge for wastewater

46. The company submits that fixed charges are set annually – from 1 April to 31 March each year and divided by 365 days in the year to calculate the daily cost.

47. The evidence shows that billing periods on bills differ.

48. I therefore accept the company's submissions that the cost on each bill may differ depending on the number of days the bill spans or if the bill spans a charging year change as it does on the bill dated 29 May 2019 for example.

49. For the avoidance of doubt, the fixed charge cost and the volumetric charges cost i.e. the Pence per m³ set by a company each year are a business matter for the company to determine, and fall outside the remit of WATRS to consider.

50. I find no failing on the company's part in this regard.

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Invoice received in relation to the previous owner

51. In respect of the customer's submissions that she received an invoice in relation to the previous owner, I note that this relates to the company's bill dated 19 May 2017. However, there is no evidence to show that this invoice is in relation to the previous owner. This bill confirms the company's submission that this was a final bill showing that the RV account had incorrectly opened, and that all future bills would be charged on a metered basis. The bill confirms the company's submission that all charges on the RV basis had been cancelled and only the balance of £41.10 transferred from No. 1 Green Street was remaining. I find no failing on the company's part in this regard.

Two goodwill credits for £40.00 were also never received

52. Having carefully considered the evidence provided, there is no evidence to show that the company promised the customer two goodwill credits for £40.00.

53. The evidence submitted to this adjudication shows that the company promised the customer two goodwill credits of £20.00 each which were applied to the customer's account on 6 June 2017 and 6 December 2017 respectively.

54. In the absence of any evidence showing otherwise, I find no failing on the company's part in this regard. The customer's request that the company provide the two goodwill payments of £40.00 is unable to succeed.

£32.63 referred to in the email of 12 December 2017

55. The account breakdown confirms that as of 12 December 2017, there was an outstanding balance on the customer's account of £32.63.

56. As discussed above, the £41.10 had been carried forward from the customer's previous account. The customer was then billed £22.94 for the period 18 April 2017 to 31 May 2017 and £98.59 for the period 31 May 2017 to 30 November 2017. Therefore from the period 18 April 2017 to 30 November 2017, there was a sum total of £162.63 worth of charges on the customer's account. In that period, the company received six payments of £15.00 from the

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customer. Two goodwill credits of £20.00 each were also applied to the customer's account. This left an outstanding balance of £32.63.

57. $£41.10 + £22.94 + £98.59 = £162.63 - (£15.00 \times 6) + £40.00 = £32.63$.

58. The evidence shows that this was explained to the customer in the 12 December 2017 email. The bills and account breakdown evidence the figures above and the £32.63 referred to in the email of 12 December 2017. The customer's request in this regard has therefore been met.

Correct invoices

59. In view of all of the above, the evidence shows that the invoices issued by the company have been correct and where any errors have been made, the company has rectified these promptly. In addition, as discussed above, the customer has not shown that the company's policy to bill based on estimates or calculate instalments for Payment Plans based on estimates is contrary to any law or code. I am also satisfied that the company has provided a clear explanation of its spreadsheet/ account breakdown in its Defence. Consequently, the customer's request that the company provide correct invoices and provide an explanation of all the spreadsheets have been met.

Redress

60. In view of all of the above, the following requests are unable to succeed:

- Provide correct invoices.
- Explain how the alleged £41.10 was made up of £15.90 and £25.50.
- Provide evidence of the £32.63 referred to in the email of 12 December 2017.
- Remove all charges for £41.10 and reimburse this.
- Provide the two goodwill payments of £40.00.
- Return excess money that was charged when she was put on the RV tariff.
- Provide an explanation of all the spreadsheets.
- Stop requesting payments for the coming year in its Payment Plans.
- Stop sending estimated invoices.

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61. However, in light of my findings that the company failed to clearly explain in its email of 6 June 2017, that the outstanding balance of £41.10 had been transferred to her new address, I am satisfied that the customer is entitled to a measure of compensation for the distress and inconvenience caused. However, I find that the sum of compensation claimed by the customer is disproportionate to the failing shown and not in line with the WATRS Compensation Guidelines. I consider the sum of £25.00 to be fair and reasonable in the circumstances. No evidence has been submitted to support a higher amount of compensation. I therefore direct that the company pay the customer compensation in the sum of £25.00.

62. In respect of the customer's claim for an apology, in view of my findings that the company failed to inform the customer about the outstanding balance of £41.10 in its email of 6 June 2017, I find that that it would be fair and reasonable to direct that an authorised representative of the company provide the customer with a written apology.

Outcome

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

I direct that the company pay the customer compensation in the sum of £25.00. I also direct that an authorised representative of the company provide the customer with a written apology.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by **6 September 2019** to accept or reject this decision.
- 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.

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.



**U Obi LLB (Hons) MCI Arb
Adjudicator**

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