

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1560

Date of Decision: 9 September 2019

Complaint

The customer submits that he received another customer's communications from the company addressed to him and suggests this may be a data protection breach. Furthermore, the company did not respond to his emails for three weeks therefore failing to allay his fears that it had also shared his personal information. He is unhappy with the company's proposed solution to stop this situation reoccurring and he is dissatisfied with the "derisory" amount of compensation offered for the stress caused and the time he has had to spend pursuing a resolution.

Defence

The company accepts that it sent another customer's communication to the customer in error; it has apologised for this and confirmed it has not shared the customer's personal data. Further, it has referred the incident resulting in its sharing of another customer's data, which it accepts is a possible Data Protection Act (DPA) breach, to the Information Commissioner's Office. It has also provided training to ensure that when a customer's account is going through its Progressive Metering Programme, billing addresses are checked to prevent this mistake happening in the future. It has paid the customer £40.00 for failing to deal with his communications in accordance with its Customer Guarantee Scheme (CGS) and has offered a further £10.00 for the inconvenience caused by him having to contact it. It disputes the customer's request for compensation of between £100.00 and £150.00. The company has not made any settlement offer.

Findings

The aspect of the claim relating to a potential breach of DPA by the company, falls completely outside of the scope of WATRS, however, customer service failures by the company have been demonstrated when dealing with the customer. The company has paid an amount to the customer for its delays in answering his communications and applying the CGS payment. However, in view of the stress and inconvenience that I accept was caused to the customer by receiving a series of letters/bills (incorrectly) addressed to him and compounded by the delay in receiving assurances from the company regarding concerns he had raised, I find that the amount offered of £10.00, is inadequate. I direct that the company increase this payment to £50.00.

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.

Outcome

The company shall pay the customer an additional amount of £50.00 in compensation.

The customer must reply by 7 October 2019 to accept or reject this decision.

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.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1560

Date of Decision: 9 September 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- He received three letters from the company, addressed to Ms Green; a different customer.
- He first contacted the company by phone and email on 26 April 2019 expressing his concern that a possible data breach had occurred. The customer contends that if he received an email addressed for another customer, then this could easily work the other way and his personal information could have been also been shared with someone else.
- He did not receive a response from the company (apart from an acknowledgement) for three weeks, until 17 May 2019, despite sending further emails on 29, 30 April and 10 May 2019.
- The company advised he had been sent the letters due to a system error whereby his address was randomly pulled by the system onto Ms Green' account and that his personal details had not been shared (it doesn't hold any information on him as his account details are held by RST Water). The company confirmed that it had reported a potential GDPR breach to the Information Commissioners Office (ICO) on behalf of Ms Green.
- The company apologised and awarded him GSS payments totalling £40.00 and additional £10.00 in compensation.
- He is dissatisfied with the company's response and resolution offered; he requests that the company fully acknowledge its error is a serious data breach of GDPR and he argues its proposal to manually check future correspondence before posting is not suitably robust.
- The customer requests that the company pay him compensation that is commensurate with the stress and inconvenience caused for the length of time he has had to pursue the complaint. He suggests a figure in the region of £100.00 to £150.00.

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's response is that:

- It confirms that the customer's address had been added to another account as a billing address in error. On receiving the customer's email dated 26 April 2019, it emailed him on 7 May 2019 advising that a case manager would be in touch by 28 May 2019. It attempted to call the customer on 16 and 17 May 2019 but was unsuccessful so emailed him on 17 May 2019 apologising for the delay in responding to him and for any stress caused by the receipt of a bill intended for another customer. It explained that the error had occurred when the customer's information had been taken from another account. It assured him that he would not have been liable had the bill had been a debit rather than credit and advised that his details had been removed.
- It received an email from the customer on 19 May 2019 raising a number of points in relation to the email it had sent on 17 May 2019 and it sent a reply on 28 May 2019 explaining that his address had been selected in error and training had since been provided to ensure that its agents double check mailing addresses thoroughly in the future. It reassured the customer that his details had been removed from its systems. It also confirmed that the customer was entitled to a payment under the terms and conditions of its CGS and its CGS team would contact him separately about this.
- It was in further communication with the customer via phone and email and then from 3 June 2019 with the Consumer Council for Water (CCW).
- The company asserts that the steps it has taken to resolve the case are: it has apologised to the customer; put in place training to ensure that when a customer's account is going through the Progressive Metering Programme (PMP), billing addresses are checked to prevent this mistake happening in the future; as it did not reply to the customer's complaint within the ten working day timescale, it made a CGS payment of £30.00 plus an additional £10.00, as it had not paid the initial £30.00 within ten working days and; on receipt of contact from CCW it offered £10.00 in recognition of the inconvenience caused to the customer in having to contact it.
- Whilst it accepts there was a mistake on its part by sharing Ms Green's name and address with the customer, his details were not shared. The incident and possible DPA breach, was reported to the ICO, but there has been no breach of the customer's data. The customer has not been financially disadvantaged by its mistake and it has apologised and removed his details from its system. The customer has not substantiated his claim and for the reasons detailed above and it disputes the request for £100.00 to £150.00 compensation; this amount is disproportionate given the facts of this case.

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.

Customer's reply:

- In his Reply, the customer asserts that the company does not appear to appreciate the distress he was experiencing especially considering that it took the company three weeks to respond and to allay his fears that the data it held on him had not been compromised. He reiterates that the manual solution offered for the computerised system error, is inadequate.
- He has no record of receiving an email from the company on 7 May 2019 (as referenced in the Defence).

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 dispute relates to: communication (including bills) the customer received from the company addressed to another customer and; the standard customer service provided by the company following the customer contacting it on 26 April 2019 in relation to the communication he received.
2. It is undisputed that the company sent the customer three pieces of correspondence dated 23, 25 and 26 April 2019 (two of which were bills), addressed to Ms Green; another customer. I acknowledge that on receipt of the first communication, the customer emailed

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 (after he says he had called the company and was dissatisfied with its response) expressing, amongst other things, concerns that his personal data had also been shared and that he may be held liable for Ms Green' bills.

3. In relation to Ms Green' correspondence having been sent to the customer, the company contends that it has reported the incident and possible DPA breach, to the ICO. Furthermore, it has stated that the customer's personal details have not been shared and therefore confirms that there has been no breach of the customer's data. At this juncture, I must remind the parties that allegations concerning possible data protection/GDPR breaches by the company, fall outside of the scope of WATRS in accordance with Rules 3.4.1 and 3.4.3 and also because claims of this nature do not relate to the type of disputes WATRS has the remit to consider, as set out at Rule 3.3. Therefore, I am able to consider if the company breached data protection laws or require that it "fully acknowledge" this, as requested. However, I confirm that I am able to consider if the company provided its service to the standard to be reasonably expected when dealing with the customer including after he raised concerns and subsequently a complaint regarding the above matter.

4. It is undisputed that the customer contacted the company on 26 April 2019 following his receipt of a 'Final Bill' dated 23 April 2019 addressed to: "Ms Green, c/o: Mr A Brown, []" and that the customer sent further emails to the company on 29, 30 April and 10 May 2019 chasing a response from the company and advising that he had received further communications in the post addressed to Ms Green including 'You payment plan' dated 25 April 2019. I acknowledge the company's submission that it sent an email to the customer on 7 May 2019 advising that a case manager would contact him by 28 May 2019; in his Reply the customer denies receiving the said email. I note that this email is located in the CCW documents (on page 47) but it is unclear if this was sent to the customer's email address as only the company's own email address is visible in the 'sent to' box. I acknowledge, however, that this response did not substantively answer the customer's concerns raised. As such, I accept the customer's assertion that he did not receive a response from the company (apart from acknowledgements) until approximately three weeks later on 17 May 2019 (although I accept the company had attempted to call the customer on 16 and 17 May 2019 but did not leave a message). Therefore, in light of my above observations, I am satisfied that the company failed to respond to the customer's communications either within the 10 working day timeframe stipulated in its CGS or within a reasonable timeframe. I find this

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.

amounts to evidence of the company failing to provide its services to a reasonably expected standard.

5. I acknowledge that in its 28 May 2019 response to the customer, the company confirmed that he was entitled to a £30.00 CGS payment due to its failure to respond to his emails within the CGS 10 working day timeframe. Furthermore, following the customer raising a complaint via the CCW, in its response to the customer dated 7 June 2019, CCW confirmed that the company had processed a cheque for £40.00 made up of the £30.00 CGS payment and a further £10.00 for applying this payment late. I can see that the customer complained to CCW that this sum only related to its tardiness in dealing with his original email rather than for the distress caused by the disputed issue and the time he spent dealing with this matter. The CCW subsequently advised the customer that the company had offered an additional £10.00 in recognition of the inconvenience caused by him raising a complaint, however, the customer declined its offer on the basis that this sum was “derisory”.
6. On balance, I accept that the customer was caused distress and inconvenience by receiving a series of letters/bills from the company addressed to someone else (c/o his name and address) for the reasons he states (detailed above). Whilst I am satisfied that, within its responses to the customer since 17 May 2019, the company has: confirmed that it would not hold the customer liable for an account he is not named on bills; provided assurances that it has not shared his personal information and; explained that the incident had occurred due to its system error causing the customer’s address to be added as a billing address to an account going through its PMP and that it had since removed his details from its billing system, I consider this does not excuse the company’s initial error in sending him another customer’s communications. Furthermore, on balance, I accept the delay by the company in responding to the customer’s 26 April 2019 email would have compounded the stress and inconvenience caused. Therefore, in light of my above observations, I consider that the sum offered of £10.00 to be insufficient recompense in the circumstance.
7. I acknowledge that the customer is unhappy with the stated solution proposed by the company that training has been put in place to ensure that when a customer’s account is going through the PMP, billing addresses are checked manually to prevent this mistake happening again in the future. However, I am unable to direct that it follow any alternative course of action to prevent the same situation reoccurring; a direction to this effect would be

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.

unenforceable as it is not case-specific and relates to an internal matter for the company. As above, the company has confirmed that in the customer's case, his personal data has not been shared and that it has (correctly) referred its error resulting in its sharing of Ms Green's personal data, to the ICO.

8. In summary, aspects of the claim fall outside of the scope of WATRS, however, it has been demonstrated that there were shortfalls in the standard of customer service provided to the customer, both when it sent another customer's communications to him and when dealing with the customer's concerns and complaint subsequently raised. The company has already sent the customer a cheque for £40.00 for failing to answer his communications, as per its CGS (£30.00) and for not paying this amount on time (£10.00). However, as above, I accept that the amount paid to the customer as a result of him having to deal with its error, is insufficient, although I am not satisfied that the amount claimed has been justified in full. In the circumstances, I find that the company should increase the amount offered for the stress and inconvenience caused as a result of its failure to provide it services to a reasonably expected standard, to £50.00. Therefore I direct that the company pay this amount to the customer.

Outcome

The company shall pay the customer an additional £50.00 in compensation.

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 7 October 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.
-



A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice), MCI Arb
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.