

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1271

Date of Decision: 24 June 2019

Complaint

The customer states that she has been billed incorrectly by the company and has received inconsistent information from the company. She requests an apology for the inconsistent information she has received, and a further reduction of the remaining bill of £1,279.00.

Defence

The company states that there is no evidence justifying a conclusion that the customer has been billed incorrectly. It apologises for referring to the meter as faulty, and notes that the customer has already received compensation of £60.00 in recognition of customer service failings. No offer of settlement has been made.

Findings

The company failed to provide its services to the customer to the standard to be reasonably expected by the average person in failing to ask the customer if she wished to have the meter tested when it was removed.

Outcome

The company needs to take the following further action: It must reduce the customer's bill by £639.50 and apologise to the customer for the inconsistent information she received when communicating about the bill.

The customer must reply by 22 July 2019 to accept or reject this decision.

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- The customer contacted the company repeatedly over the following months, but did not receive a substantive response.
- On 22 June 2018, an agent of the company agreed that she should not have to pay the bill, but she nonetheless subsequently received another invoice and a payment overdue letter.
- The customer was granted a credit adjustment based on an actual closing read of the meter, which was lower than the estimated read used to bill the customer.
- However, after the adjustment the customer still owed the company £1,279.00.
- The customer requests an apology for the inconsistent information she has received, and a further reduction of the remaining £1,279.00.

The company's response is that:

- The customer first made contact on 30 January 2017 with respect to her bill.
- The customer believed there had been an increase in her charges, and expressed a view that this might be related to the demolition of the neighbouring property.
- On 1 February 2017, the customer made contact and stated that an engineer had been to the property and confirmed there was no leak. The company arranged to visit the property to check for a shared supply.
- A visit on 20 February 2017 confirmed that the customer's supply was not shared.
- When the meter was replaced on 6 March 2017, no meter check request was made by the customer.
- A damaged meter will continue to deteriorate but will not self-correct, as happened in the present case.
- The customer has not been placed in a worse position by the meter accuracy test not being carried out.
- If the demolition of the neighbouring property impacted the customer's supply, this would be a third-party dispute and would not involve the company.
- However, there is no evidence that would suggest that the increase measured by the meter was caused by the demolition.
- The company acknowledges that it communicated with the consumer referring to the meter as being faulty, but it apologises for using this language.
- The company has already paid the customer compensation of £60.00 for customer service failings.
- The company is unwilling to grant any further credit to the customer.

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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 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 in the current case focuses on the reliability of the customer's water meter at a time that an elevated reading was recorded. The customer states that she was told that the meter was likely faulty, and believes that this is the explanation for the elevated reading, while the company argues that there is no evidence supporting the meter being faulty.
2. The company's defence to the customer's claim rests substantially upon the argument that the meter returned to providing regular readings prior to being replaced, the company's argument being that faulty meters do not self-correct.
3. The documentation produced by the company shows that there was a very elevated reading in June 2016, reflecting a daily average consumption of 23.91, compared to previous consumption that was overwhelmingly near 0.20. Consumption then remained slightly elevated at approximately 3-4, before reducing in early 2017 until it was again at approximately 0.20 just before the meter was replaced.

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4. If this was the only relevant evidence, then there would not be sufficient evidence to justify questioning the accuracy of the meter. The company's insistence that meters do not self-correct is over-strong, but it is nonetheless significantly less likely that a fault will disappear than it is that it will remain or worsen.
5. However, the customer has produced a statement from an engineer who inspected the property and the meter in early 2017, which confirms that there was movement of the water meter when there should not have been. The company has also confirmed that when its own agent inspected the property on 20 February 2017, that agent confirmed that "there did appear to be some movement on the meter".
6. The company has not addressed why there would be movement on the meter when there should not be if the meter was working correctly.
7. A further difficulty was created by the company's decision to change the customer's meter, which was done without any test being carried out to verify if the meter was faulty or not.
8. The company argues that no test was carried out because the customer did not request a test. However, while this is correct, the customer had not only questioned the accuracy of her billing, but had expressly stated that she believed that the billing was inaccurate because the meter was faulty. Moreover, in a response to a question from the Consumer Council For Water (CCWater), the company stated that it changed the customer's water meter because the customer had stated that the meter was faulty and unreliable.
9. The company was, therefore, clearly on notice that the customer believed that the meter was faulty and that it was this error in the meter that was the cause of the elevated bill that she was challenging. Given the company's knowledge that unless the meter was tested upon removal it could not subsequently be tested, I find that it constituted a failure by the company to provide its services to the customer to the standard to be reasonably expected by the average person that it did not ask the customer if she wished to have the meter tested. Even though the customer had not directly requested that the meter be tested, she had expressly conveyed to the company that she believed the meter was faulty and that as a result she should not be liable for the bill she had received. I find, therefore, that had the customer been accurately informed that her

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ability to challenge the bill depended on having the meter tested upon removal, she would have confirmed that she did want the meter tested.

10. However, while the company's failure in this respect deprived the customer of the ability to confirm whether or not the meter was faulty, the evidence is not adequately one-sided to justify a conclusion that such a test would have confirmed the existence of a fault. As argued by the company, the meter's return to normal readings is an argument against the existence of a fault.
11. Nonetheless, it remains true that the reason it is now impossible to determine whether the elevated readings resulted from a faulty meter is that the company failed to ask the customer if she wished to have the meter tested, despite the clear evidence that this was indeed what the customer would want.
12. I find, therefore, that while the lack of evidence regarding the existence of a fault means that the customer cannot justifiably be awarded the full amount in question, a fair and appropriate award would consist of a reduction by 50% of the remaining bill, or £639.50. This is ultimately the fairest recognition of the reality that had the meter been tested, it might have either justified awarding the customer a full refund (less the amount the customer would normally have been billed), or awarding no refund at all, and that the cause of the meter not being tested resulted from both the customer not requesting a test and the company not asking the customer if she wished to have the meter tested.
13. Consequently, the company must reduce the customer's bill by £639.50.
14. The customer has also requested that the company apologise for the inconsistent information she received when communicating about the bill.
15. The customer has produced a detailed account of a series of inconsistent communications from the company, and the company has not challenged the accuracy of this account.
16. The company has apologised in its Defence for referring to the meter as faulty, but I find that this apology does not cover the full range of inconsistent information provided by the company.
17. Consequently, the company must apologise to the customer for the inconsistent information she received when communicating about the bill.

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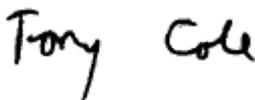
18. For the reasons given above, the company must reduce the customer's bill by £639.50 and apologise to the customer for the inconsistent information she received when communicating about the bill.

Outcome

The company needs to take the following further action: It must reduce the customer's bill by £639.50 and apologise to the customer for the inconsistent information she received when communicating about the bill.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 22 July 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.



Tony Cole, FCI Arb

Adjudicator

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