

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1627

Date of Decision: 11 November 2019

Complaint

The customer received a high bill. When the company investigated, it found that he had been billed on the wrong meter since 2015. The customer was unable to change home insurer due to the potential leak that would have to be declared.

Defence

The customer's account was billed on an incorrect meter number. The company identified this during a site visit following a high bill. It recalculated the customer's bills based on the meter readings on the customer's meter. The meter was replaced as it had stopped updating. The company denies it is liable in respect of the customer's insurance premium.

Findings

The customer's account was linked to the water meter serving his neighbour's property. The company acted appropriately in response to the customer receiving a high bill and it promptly recalculated the customer's bills once the error was found. The issue was fully resolved before the customer's insurance renewal date and the customer was therefore free to arrange insurance unaffected by any potential leak. Some compensation was due for the stress and inconvenience caused by the error and the high bill.

Outcome

The company needs to take the following further action:
Pay the customer the sum of £100.00 in compensation.

The customer must reply by 09/12/2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1627

Date of Decision: 11 November 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer received a large bill in June 2019 for £7,192.09, covering the period March to May 2019. The customer moved into the property on 29 June 2015 and an account was set up using meter serial number 13[]13. The company states that the meter was exchanged on 26 November 2015 to number 31[]26. The company visited after the high bill was received and found that the customer's actual meter was number 13[]13, but that this had stopped recording. The customer has been billed on the incorrect meter from June 2015 until 21 June 2019.
- The customer requests £250.00 for the additional cost of his home insurance premium as he was unable to insure at the market rate due to the potential leak, and £250.00 for the inconvenience and distress caused by the company's errors and the issuance of the incorrect invoice.

The company's response is that:

- The company states that a proactive meter exchange job was raised on 14 October 2015. The customer was initially billed as a commercial account using meter number 92[]19 that the company had believed was capturing the supply. On 26 November 2015, the company visited to exchange the meter and removed number 13[]13, replacing this with number 31[]26. On 5 April 2016, the customer's account was closed and set up as a residential account, effective from 29 June 2015. The account used meter number 13[]13. The customer contacted it on

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receipt of a high bill and the company arranged for a technician to check for leaks by carrying out a supply investigation. On 3 June 2019, the company attended and found that the customer's supply was connected to meter number 13[]15. This meter was not turning whilst the supply was being used. The company replaced the meter. It has recalculated the customer's bills from 29 June 2015 to 3 June 2019, resulting in a credit balance of £428.92. The company has provided gestures totalling £100.00. It denies the customer's claim.

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 customer was initially set up on a business account with reference to meter number 92[]19. This meter is not mentioned again by the company. However, I note from the company's defence that there was a single water supply for two buildings known as 1 Green Street. I am also mindful that the meters serving 1A and 1B Green Street have nearly sequential meter numbers. It therefore appears that the properties known as 1 Green Street were served under a

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single supply with meter number 92[]19. The buildings were converted into separate properties and two meters were installed at that time, being 13[]13 and 13[]15.

2. The company therefore incorrectly set up the customer's account as a business account and with reference to a water meter that had likely been removed. The company corrected this error and set up the customer's residential account with reference to meter number 13[]13. The meter actually serving the customer's property was 13[]15.
3. The water meter ending 313 was replaced following a proactive meter exchange job raised for 1 Green Street, with reference to the meter 92[]19. It appears that the company failed to identify that this meter was not present, instead opting to replace one of the new meters installed when the property was separated.
4. The customer's residential account was initially set up with meter 13[]13 with the reading 1284. The bills show that, when the meter was replaced on or around 26 November 2015, the final reading was also 1284. It appears that the meter ending []13 may also have ceased to update, with no usage being recorded between June and November 2015, or that the customer has otherwise not been charged for water between 29 June and 26 November 2015.
5. Meter 13[]13 was replaced with meter number 31[]26 on or around 26 November 2015. The customer was billed by reference to the use recorded on this meter until a high bill prompted an investigation. The high bill was issued on or around 27 March 2019 and the customer contacted the company about this on 27 April 2019. A visit was scheduled for 3 June 2019.
6. On 3 June 2019, the company visited and found that water use at the customer's property was not registering on either water meter. The engineer isolated the supply from meter 13[]15 and found that this was serving the customer's property. The replacement meter was assumed to serve the neighbouring property but this could not be confirmed during this visit.
7. I note from the company's screenshot of meter readings for the redacted resident of 1A Green Street that this account appears to have be or have been linked to the meter number 13[]15. The historical meter readings show use recorded on the meter between 11 May 2015 and 26 October 2018 of between 0.15 and 0.34 cubic metres per day. I note that this corresponds with

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the range of normal water usage for a household of two persons, being from 0.17 to 0.32 cubic metres of water per day.

8. The company removed all charges relating to the incorrect meter and rebilled the customer based on the meter readings for the meter serving the customer's property. I note that the average daily use recorded by the new water meter is consistent with that recorded on meter 13[]15. I am satisfied that, once the company identified that the customer's account was linked to the wrong water meter, it promptly rectified this error, recalculating the customer's bill promptly. I find that the customer has not been disadvantaged by how this recalculation was carried out, utilising the actual use properly recorded over the period, albeit that this not linked to the customer's account.
9. I find that the company's failures in respect of the customer and his account are as follows:
 - The company set up a business account using a defunct meter number
 - The company set up the customer's residential account using an incorrect meter number, causing the customer to be billed incorrectly and receive a high bill that did not relate to his water usage or private pipework
10. I am satisfied that the company acted appropriately once it identified the error with the water meters, immediately correcting the charges and refunding the overpayment.
11. The customer has claimed compensation for the increased cost of his home insurance premium as he felt that he could not change insurer due to the high outstanding bill, the potential that this was caused by a leak, and that any such leak would have to be disclosed to a new insurer, resulting in a refusal of cover.
12. I note from the evidence that the customer's insurance with Legal & General was due for renewal on 19 June 2019. In reviewing the evidence, I find that the company had identified the mix-up with the water meters on 3 June 2019, confirmed this with the customer on 4 June 2019, and fully amended the customer's bill on 10 June 2019. I find that it was clear by, at the latest, 10 June 2019 that there was no suggestion of a leak on the customer's supply, and that the bill was linked to the readings on an unrelated meter. I find that the customer was aware by 10 June 2019, and likely from 4 June 2019, that the high bill was unrelated to him and that any leak indicated by the high bill was not on his pipework.

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13. I am therefore not persuaded that the customer's decision to change or not change insurer was affected by the potential leak, as from 10 June 2019. This is prior to the renewal date of 19 June 2019, specified in the letter dated 17 May 2019 from Legal & General. I am satisfied that, even where the customer had concerns that the high bill would affect his ability to change insurer, this matter had been fully cleared up and the customer made aware that the high recorded usage did not relate to his supply at least 9 days before his insurance automatically renewed. I am not persuaded that the customer was in any way restricted from changing insurance supplier by the company's actions as this matter was clarified and resolved more than a week in advance of the renewal date. The customer is not entitled to recover any additional insurance costs from the company.
14. Finally, the customer has requested £250.00 in compensation for the distress and inconvenience caused. I am satisfied that the issue of being billed on the incorrect meter was significantly more stressful as the issue was identified only through a high bill being issued. However, I am satisfied that the company did act promptly and appropriately in respect of both the high bill and the findings of its visit.
15. Notwithstanding that the company acted promptly to rectify the issue, I am mindful that the issue appears to stem from failures in carrying out the proactive meter exchange for meter number 92[]19. This meter exchange resulted in meter number 13[]13 being replaced, although it was not on the job specification and there were two meters in place of meter number 92[]19. I therefore find that, whilst the company did minimise the impact of the issue once it came to light, it is wholly responsible for the issue as it did not query the meter numbers in November 2015.
16. I am satisfied that the customer is entitled to compensation for this failure and the stress caused. I note that the company has provided the customer with a total of £100.00 for the initial error setting up the customer's account as a commercial one, for using the incorrect meter details and for not being fully clear in respect of how the new bills had been calculated. I consider that a further £100.00 is reasonable and proportionate to the stress caused to the customer related to the scale of the high bill and the time it took to confirm that this was incorrect. I direct the company to pay this sum to the customer accordingly.

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Outcome

The company needs to take the following further action:

Pay the customer the sum of £100.00 in compensation.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 09 December 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.



Alison Dablin (LLM, MSc, MCI Arb)

Adjudicator

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