

WATRS

Water Redress Scheme

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DECISION

by Abigail Jennings-Mitchell BA (Hons), DipLaw, PgDip (Legal Practice), MCI Arb

An adjudicator appointed by WATRS

under the Water Redress Scheme

Decision date: 22 September 2015

Adjudication Reference: WAT/ /0033

Between and

- The claim is made by the customer, against a water and sewerage company,
- The claim dated 2 September 2015 is for the company to: pay her £300.00 in compensation (approximate refund of bills over 18 month period); provide an apology for its failure to provide adequate advice to her regarding having a water meter fitted; and provide a service (adequately inform their customers about the option of having a water meter fitted).
- The position of the company is explained in its undated defence which has not been disputed by the customer by way of any reply.
- The customer's claim is that the company should have advised when she moved into her property that she could save money if she had a water meter installed.
- The company's position is that it denies liability to the customer.

Decision

1. The claim cannot succeed.

Main Issues

2. I consider that the main issues in this adjudication are:
 - a. Whether the company has failed to provide its services to the standard to be reasonably expected.
 - b. Whether the reasons given by the customer are sufficient to justify the remedies sought.

¹ Customer's address for correspondence:

² Company's address for correspondence:

Background Information

3. In order to succeed in a claim against the company the customer must prove 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 a loss. If no such failure or loss is proved, the company will not be liable, however disappointed or upset the customer is.
4. The customer and the company are aware of the facts of this case. I do not propose to recount all the facts in the same manner and order as the parties have done in their documents except where it is necessary for the purposes of this decision. I have carefully considered all of the documents submitted by the parties in support of their submissions and presented to me. The parties should also be reassured that if I have not referred to a particular document or matter specifically, this should not be taken to mean that I have not considered it in reaching my decision.

Customer's and company's positions

5. The customer submits that she had a water meter installed on 13 March 2015 after discovering this possibility and its benefits through a friend. This has reduced her water bill by 50% as she lives on her own in a one bedroom flat and has low water usage. Prior to that her annual water bill was based on estimated charges meaning she had been paying in excess of £200.00 per year. When she moved into her property in September 2012 and called the company to have her name put on the bill, at no point was she advised that the cheaper option for her would be to have a water meter fitted. She feels this is a failure on the part of the company especially as she informed the company during the call that she was the sole occupier of the one bedroom flat. When she complained to the company in early March 2015 the operator said that every bill has advice on the benefits of having a water meter fitted but the customer asserts that this advisory note is at the back of the bill in small print and is very poorly promoted. Given the company's commitment to environmental issues she would have expected such an important item to be more prominently displayed and the option of a water meter being fitted communicated to every customer requesting a new address change as its default position.
6. The company asserts that on 2 March 2015 the customer called it to request a water meter; it subsequently arranged for her property to be inspected to make sure it was suitable. On 13 March 2015 it visited the customer and confirmed her property was suitable and therefore fitted a water meter that same day. The company submits that it is committed to promoting the benefits of having a water meter. It has provided information to the customer about water meters on her bills, in the billing leaflets and in the welcome pack it sent to the customer on her moving into the property. The company asserts that every year it updates the information leaflet sent out to customers with their annual bill, which contains information about the benefits of having a water meter and applying for one. It also has a section dedicated to water meters on

its website which it notes the customer has used previously to pay her bills. The company asserts this section is listed on the front page and is easily identifiable for customers. It is confident that the literature it has provided is sufficient information to have allowed the customer to make an informed decision about whether a water meter would be beneficial to her and when asked it installed one at the customer's property. Therefore it denies that it should apologise to the customer. The company submits the information it provides is more than adequate and therefore it denies it should take the requested action. The company denies that it is liable to pay the customer compensation as pleaded or at all.

Adjudicator's findings and reasons

7. I find that:

- a. The issue in dispute relates to the provision of advice and guidance by the company in relation to the installation of a water meter.
- b. It is agreed between the parties that the customer contacted the company on 2 March 2015 requesting for the installation of a water meter and that on 13 March 2015, the company installed a water meter having checked the suitability of the customer's property.
- c. I note that the customer has no complaint regarding the installation of the water meter or her subsequent charges which I note were adjusted and applied on a 'measured' basis rather than 'unmeasured', from that date onwards. However, the customer's claim is that the company failed to provide adequate advice regarding the possibility of her saving money by having a water meter. In particular, she feels the company should have informed her about the option when she called it to advise she had moved into the property and that she was a sole occupant of the one bedroom flat.
- d. The company denies that it provided inadequate information to the customer regarding the possibility of having a water meter fitted, it submits it has informed the customer of this option by way of including information in her billing, in its leaflets, in the welcome pack sent to the customer when she moved into her new property and on its website. The company has submitted to me evidence of the customer's billing and the aforementioned leaflets and welcome pack. Upon perusal of these documents, I am satisfied that all contain information regarding the possibility of saving money by having a water meter fitted. Further, they signpost the customer to the company's website which I accept provides clear information on water meters which I consider is prominently placed and therefore easily accessible by customers (as at the date of this decision).

- e. The company has not refuted the customer's submission that it failed to advise her about the option of a water meter during a telephone conversation the parties had in September 2012 when she first moved into her property. Therefore, on a balance of probabilities, I accept the accuracy of the customer's submission. However, based on the evidence presented to me, I am satisfied that around the same time the company sent the customer a welcome pack which did contain literature regarding water meters. I am also satisfied that overall the company did take reasonable steps to highlight to the customer, regularly and consistently from September 2012 up to the date her water meter was installed in March 2015, the option of requesting a water meter and its benefits. Further, I have not been provided with any evidence to suggest that the company has a duty, legal or otherwise, to notify customers of their option of having a water meter and/or provide advice that installation of a water meter could save low occupancy households money.
- f. I accept that the customer may have saved money during the 18 months prior to March 2015 by having a water meter fitted due to her solely occupying the property and her low water usage. However, as I am satisfied that the company supplied the customer with material in various formats which notified her of the potential to save money in this way, I find that there is a lack of evidence that the company failed to provide its services to the standard to be reasonably expected. As a consequence I find that the remedies requested have not been substantiated and that the customer's claim cannot succeed.

Conclusion

8. My conclusion on the main issues is that:
- a. There is no evidence that the company has failed to provide its services to the standard to be reasonably expected.
 - b. The reasons given by the customer are not sufficient to justify her claim.
9. Therefore, I conclude that the claim cannot succeed.



**Abigail Jennings-Mitchell, BA (Hons), DipLaw, PgDip (Legal Practice), MCI Arb
Adjudicator**