

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 some loss or detriment. If no such failure or loss is proved, the company will not be liable.
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: Her husband passed away in August 1998. After his death, all joint accounts were changed to her name. However, since March 2015 she has been housebound and her son has had to take full responsibility for her finances. Her son subsequently became concerned about the amount she was paying for water and asked the company to install a water meter. She was previously being charged £40.41 per month (£123.00 per quarter); however, since the water meter was installed she has been charged £39.00 for the quarter. The company has been knowingly overcharging her for over 16 years. Her son estimates that she paid over 60% more than she needed to over the period. Over the past 16 years she should have been informed that because of her single occupancy a water meter should have been installed. There was an opportunity for the company to share this information at the point of the account change when her husband died in August 1998. The company states that it felt that it was inappropriate to mention how to save money when she informed it of her husband's death. However, this was probably the most appropriate time as she had started a new life on her own.
6. The company submits that: Prior to the meter installation, the customer was charged based on the rateable value of her property. Neither the customer, nor her husband (prior to August 1998), contacted it to query their bills. It sent out an optional metering application pack to the customer in May 1997 which was not completed and returned. It also sent the customer annual bills detailing information about water meters on the reverse and annual billing leaflets also detailing the benefits of having a water meter over the period. It is important to note that when the customer's husband passed away, it was the customer's son who called and not the customer. It is not standard practice to offer a water meter to customers who have called to advise of a change in account holder and it is not always appropriate to discuss options as it could be deemed as rather insensitive. Legally it does not have a duty to inform customers of the option of having a water meter fitted and of the potential savings they could make by doing

so. Information on water meters was provided to the customer. It remains the customer's responsibility to request a water meter.

Adjudicator's findings and reasons

7. I find that:

- a. I have not been provided with any evidence to show that the company is under a duty, legal or otherwise, to inform customers of the option of having a water meter fitted and of the potential savings that could be made by doing so.
- b. There is also no evidence to show that the company is under an obligation to monitor customer's accounts and notify customers if it considers that their bills are higher than expected for the size of their household.
- c. The customer does not refute the company's submission that it was her son and not her who contacted it to advise of a change in the account holder. In any event, it is not in dispute that the customer was not advised to install a water meter during the parties' conversation. I note the customer's submissions on the matter. However, as discussed above, the customer has not provided any evidence to show that the company had a duty to inform her or her son of the option of having a water meter fitted during the call.
- d. Further, I am particularly mindful of the company's submission that it sent the customer annual bills and annual billing leaflets giving information about water meters and detailing the benefits of having a water meter, with an optional metering application pack being sent to the customer in May 1997. The company has submitted copies of the customer's bills after 2007 and annual leaflets after 2006 as evidence to support its submissions; stating that it does not keep and so is unable to provide earlier records. Having carefully considered the evidence submitted, I find that these documents provide clear information about water meters and their benefits. In addition, in the absence of substantive evidence showing otherwise, I am inclined to accept, on a balance of probabilities, the company's submissions that it has regularly provided the information over the period.
- e. I remind the parties that it is for the customer to prove their claim. In view of the above, I am not satisfied that the customer has shown that the service provided by the company fell below the standard to be reasonably expected. I therefore find that the customer's claim is unable to succeed.

Conclusion

8. My conclusion on the main issues is that:

- a. The customer has not shown that the service provided by the company fell below the standard to be reasonably expected.
 - b. The reasons given by the customer are not sufficient to justify her claim.
9. The customer's claim is unable to succeed.

A handwritten signature in black ink, appearing to read 'Uju Obi', enclosed within a large, loopy oval flourish.

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