

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0550

Date of Decision: 10 August 2017

#### Complaint

The customer asserts that the installation of a water meter would have led to a 50% saving on her water bill and the company failed to tell her that this was the case, contrary to its obligation to tell the customer about the cheapest option. She also complains that she was given misleading advice by its engineers. She says that she repeatedly asked the company to send her an application form throughout 2015 and 2016 but none was supplied. She also complains that the company has not read her meter. She asks for a refund on payments because she did not have a meter.

#### Defence

The company says that it publishes information about its meters online and on the back of bills. It does not assert that a meter will result in a saving because this is not always the case. The company says that the customer first inquired about a meter in 2011 and then decided not to proceed. The customer did not request a meter until May 2016 and this was supplied in July 2016. The company does not agree that a refund is appropriate. It has also taken adequate steps to read the meter.

#### Findings

The customer has not established that the company failed to reach the standards reasonably to be expected of it. The customer was aware of the possibility of having a water meter from 2011; no guarantee could be given that this would have resulted in a saving of cost to the customer and information about water meters was published by the company. There is no evidence that the customer asked for a meter before May 2016 and this was installed in July 2016. The company has read the meters appropriately.

#### Outcome

The company does not need to take any further action.

**The customer must reply by 8 September 2017 to accept or reject this decision.**

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## ADJUDICATOR'S DECISION

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Date of Decision: 10 August 2017

### Party Details

Customer: ██████████

Company: ██████████

### Case Outline

#### **The customer's complaint is that:**

- The customer, who lives in the █████ region, complains that she has not been informed by the company of the benefit of having a water meter.
- She says that she has now been told by the company that she had a meter survey in 2011. She says that she did not know that this was the purpose of the survey and believes that it was a meter reading on taking up occupation of her property; in any event, she was told by the company's technician that the bills with a meter could be very high.
- The customer was later informed by a neighbour that the water meter reduced the bills by 50%.
- She requested from the company provision of a form to apply for a water meter throughout 2015 and 2016 but this was not supplied;
- The customer says that although those who receive bills are informed of the benefits of a water meter, the customer only received an annual statement which did not contain such information. She argues that this was a denial of her rights as a consumer;
- The customer also complains that the company did not read her meter;
- The customer seeks:
  - Refund of £2,016.00 payments; and
  - Interest.

#### **The company's response is that:**

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- The company says that it has published information and has promoted switching to a meter on its bills, literature and website for a number of years. 71% of its customers in the ■region are on metered charges.
- A water meter does not necessarily reduce charges. The company recommends that customers use the Water Meter Calculator on the website of the Consumer Council for Water (CCWater).
- Although the company has information that the customer cancelled the installation of a water meter in 2011, it has no record of the customer contacting it in 2015. In its first stage response on 20 June 2016 and on 24 February 2017, the company asked the customer for further information but had no reply to support its investigation.
- In January 2016, the customer enquired about 'special' tariffs. At that time, the only tariff available to her would have been one where the property was metered. Details were sent to her.
- In May 2016, the customer requested a water meter and, despite the customer initially requesting an August date, it was fitted in July 2016.
- On 6 June 2016, the company received a complaint that the customer had made multiple requests for the provision of a meter. In the absence of information about those requests, the company denies the claim.
- The company, moreover, denies that the customer would have saved £30.00 per month and suggests that the actual saving is more like £10.00 per month.

### 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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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.

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### How was this decision reached?

1. On considering the submissions of both parties and the file provided by CCWater, I have reached the conclusions set out below.
2. In April 2011, the company received a meter request form. It attended the customer's property on 4 May 2011. A meter survey installation form was signed by the customer. This stated "customer will call if wants meter installed", meaning that the customer had at that stage not then decided whether or not to proceed with a water meter, but I find that she was aware that this was a service that the company provided. On 20 June 2011, the customer indicated that she wished to wait.
3. The customer complains that she was told by the engineer who attended that a meter could lead to very high costs and she was not told that there would be a 50% saving. The notion that the installation of a water meter would lead to a 50% saving appears on a number of occasions throughout the correspondence. As to this, there is no supporting evidence of the discussion between the customer and the engineer, but even if the customer is right as to the matters said, I find that (a) it is not incorrect or misleading to say that the water meter could lead to very high charges in some circumstances, such as a situation where a customer had an unrecognised water leak; and (b) there is no reason to believe that a water meter leads to lower bills in every case, let alone to a reduction of 50%. As the meter measures actual use of the water, the amount charged in consequence of its installation will be wholly dependent on the usage of the household in question. Accordingly, I find that even if the customer is right as to the advice given at that stage by the engineer, she has not shown that this advice was inaccurate or misleading and therefore I find that she has not shown that the company has failed to provide its services to the standard that would reasonably be expected of it.
4. I find that there was no further contact between the company and the customer save that in May 2013 the customer requested water efficiency information and products, which information was dispatched as requested. The company's records show that in January 2014, the customer called twice with billing enquiries. There was no contact from the customer in 2015. In January 2016, the customer enquired about 'special' tariffs due to ill-health. The customer was told that special tariffs could only apply where the property was metered. The company says that full

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details were emailed to her and it has included in its submission a copy of the letter sent which included the company's telephone number in the event that the customer wished to make a further enquiry. The customer, on the other hand, says that she made a request to be provided with a metering request form and/or survey in 2015 and 2016 and she has stated to the company and to CCWater on 25 May 2017 that she has evidence of such requests. The company, in its first stage response on 20 June 2016 and on 24 February 2017 asked the customer to provide such evidence. This was repeated by CCWater on 7 June 2017. The company indicated to CCWater (which was passed on to the customer) that if such evidence was produced, it would review its decision not to refund any payments made by the customer. None has been forthcoming. No copies of any such requests have been submitted to the adjudicator.

5. I bear in mind that adjudication is an evidence-based process and that it is for the customer to show by reference to evidence that the company was at fault. As the customer has stated that she has evidence of requests for the company to take action towards the provision of a water meter prior to June 2016 but she has not disclosed these, I find that it is more likely than not that she is not now in possession of such evidence. On the other hand, contrary to the customer's assertion that the company "do[es] not keep records of [her] calls, and do[es] not seem to link calls to the account like British Gas do for example", the company states that it keeps its records in a form which would enable such a request to be associated with the customer's file. I find that it is more probable than not that the company does keep its records in this fashion. It is because it has done so that it was possible for the company to locate the customer's contacts with the company in 2013 and 2014 and the request for special tariffs made in January 2016. I conclude that in the absence of evidence that the customer contacted the company repeatedly in 2015 and 2016, I find that it is more probable than not that the customer did not make a request for a water meter application form until May 2016. I find that the company did not fall short of the standard that would reasonably be required of it during this period.
6. I note that the company at this point acknowledges that no application was issued. The customer complained on 6 June 2016 that she had not received the form and that she could have been saving £25.00 per month for the last 6 months and raised her complaint. In acknowledgement of the failure to issue a meter application form following the request in May 2016, the company acknowledged that the contractor had not contacted the customer until 17 June 2016 and provided the customer with a £20.00 gesture of good will in accordance with its Guaranteed Standards Scheme (GSS). While I find that it is not appropriate that a response was

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delayed, the provision of compensation in accordance with the GSS meets the level of service that would ordinarily be expected of a water company. The company did not accept that the customer had contacted the company with a meter request prior to May 2016.

7. Thereafter, the customer has pursued her complaint. A situation arose in September 2016, where the company again made two payments of £30.00 in accordance with GSS in respect of its tardy handling of the customer's complaint. As no harm other than by way of delay was caused to the customer, I find that the provision of this compensation was appropriate and the company met the service standard that might reasonably be expected of it.
8. The customer further alleges that throughout this period she did not receive information about the availability of a water meter because she did not receive billing information but only annual statements. Having regard to the history of her case, I do not accept this. It is clear that the customer was told about the possibility of a water meter in 2011, 2013 and in January 2016. It was open to her to look at the company's website or to that of Ofwat where information generally about water meters is available. It would not have been appropriate for the company to have promised the customer a saving in circumstances where it did not have information about the customer's pattern of usage. I find that nothing in the history of this dispute leads to the conclusion that the company has failed to supply its services to the standard that would reasonably be expected of it.
9. In relation to the customer's complaint that the company does not read her meter, the company's records show that it has been read four times in five months; on the first reading she was sent a bill; on the second and third reading these were for information as part of the company's responses to her emails and the fourth was a bill. In January 2017, the customer was also reassured by letter that the company was keeping under review the adequacy or otherwise of the customer's direct debit. The company says that it aims to read meters twice per annum which is in accordance with or in excess of the national standard. I find that there is no evidence that the company fell short of the standard that would reasonably be expected of it in respect of the meter readings.
10. It follows from the above that I find that the customer has not proved that the company failed to supply its services to the standard that would reasonably be expected of it and I therefore find that the customer is not able to succeed in her complaint and is not in consequence entitled to redress.

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### Outcome

The company does not need to take any further action.

### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 8 September 2017 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.



Claire Andrews, Barrister, FCI Arb

**Adjudicator**

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