

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0893

Date of Decision: 10 December 2018

#### Complaint

The customer complains that he requested a water meter in 2003. The company took 11 years to supply this, during which time his bills were excessive. The company's bills remain excessive. He complains that he has been the subject of a judgment that has been set aside, he has had five floods from the sewers for which he has not been adequately compensated, been promised a non-return valve that the company is now refusing to supply and, generally, has received poor customer service. He seeks (1) installation of the non-return valve; (2) completion of a sewer repair project; (3) an apology and explanation and (4) compensation of £5,823.47.

#### Defence

The company says that the customer needed to reconfigure his plumbing before a meter could be installed, which he did not do. He failed to apply for an assessed volume charge despite prompting and was therefore charged according to rateable value. The company considered a non-return valve but decided that this was not beneficial to their customers as a whole. A multi-agency project to prevent hydraulic overload is underway. The court judgment was justified and set aside only to assist the customer. He has received many instances of assistance and goodwill payments and the customer service has been supportive.

#### Findings

The adjudicator found that the customer was responsible for altering his own plumbing and had not applied to be charged on a different basis from rateable value, despite prompting. There is no jurisdiction to direct the installation of a non-return valve as the company has decided not to do this for policy reasons nor as to the multi-agency project. This is precluded by the decision in Marcic v Thames Water Utilities Ltd. The company has charged the customer in accordance with the scheme of charges and was entitled to take action to enforce payment of its bills. It has not provided its services otherwise to the standard that would reasonably be expected and the customer's claim does not succeed.

#### Outcome

The company does not need to take any further action.

**The customer must reply by 11 January 2019 to accept or reject this decision**

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### Party Details

Customer: [ ]

Company: [ ].

### Case Outline

#### **The customer's complaints are that:**

- He has a number of concerns.
- Water meter: the customer states that he applied for a water meter in 2003 but this was not installed. It has then taken more than 11 years, during which time he has received almost no help from the company. The company says that the customer did not apply until 2010 and then internal pipework needed to be amended before the meter could be installed. Eventually, following a letter to his MP, the company adapted the pipework and installed the meter at its own cost in July 2014. The customer understood that this was to be free of charge. The company agreed to pay backdated assessed measured charges from July 2014 to 28 July 2012 as a gesture of goodwill. The customer wants to understand why the company was reluctant to install a water meter when his own plumber had explained that the pipework and materials used by him in the kitchen units were not a problem. He contends that if the meter had been installed in 2003 when it was first requested then he would have paid significantly less in charges because his water usage is minimal and he seeks reimbursement.
- Sewer flooding: the customer complains that there have been five incidents of sewer flooding since August 2010. He contends that if the company had done its job properly, the last three of these should not have occurred. He has claimed on his house insurance and now cannot obtain insurance for less than £1,000.00 per annum. The company has an ongoing collaboration between [ ] County Council and the Environment Agency to

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undertake work. This should have commenced in 2014 and was budgeted for the financial year 2014/ 2015 but this seems to have been extended to 2018/2019 and 2020 and beyond. The company has paid £796.86 in compensation and offered an additional £1,000.00 as a gesture of goodwill for damage to property. The customer rejected the sum of £1,000.00 because he argues that this was only a small proportion of that which was lost or damaged. He says that the company has communicated poorly, does not understand the hardship to the customer and is not doing its job correctly.

- Non-return valve: the customer was advised that a non-return valve would be installed at his property to help to alleviate the flooding. The company has since carried out further work in the area and has said that now it does not believe that the non-return valve would be appropriate. The customer says that nonetheless he was flooded in July 2017 and challenges the company's view.
- Court judgment. The customer refused to pay bills for the service as a mark of complaint about the poor standards. A County Court judgment was made in 2012 by the Northampton County Court. The customer complains that the proceedings should have been started in [ ] or [ ]. The judgment was marked as satisfied in August 2014 because of the compensation credited to the customer's account for flooding. An application to set aside the judgment was made in October 2014 as a goodwill gesture because the customer was unable to get a loan. The customer complains about the claim for the costs of that judgment as it has been set aside.
- Excess charges: the customer considers that he is paying too much for his water. The Consumer Council for Water (CCWater) has looked at a social tariff but the customer is paying considerably less than this.
- Poor service: In summary, the customer says that his complaint is about:
  - poor communications,
  - promises not kept,
  - a refusal to provide sandbags
  - failure to understand his problems with the sewer flooding,
  - refusal to provide the non-return valve,
  - cost of furniture damage and damaged floor coverings as well as cleaning and drying costs; and
  - inability to obtain household insurance at an affordable price.
- The customer seeks:
  - Installation of a non-return valve to prevent foul water entering his home;

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- The company to complete steps to enable the sewer network to work properly so as not to flood his property;
- An apology and explanation for why the company has not done what it has promised to do;
- Compensation of £5,823.47 calculated for various claims including return of monies taken, he says unjustly, between 2003 and 2014, plus compensation for distress and inconvenience to be assessed and compensation for the increase in value of his insurance premiums.

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

- Water meter: the company accepts that the customer originally applied for a water meter at his property in 2003. At the time, however, and for a long time after that application, a meter could not be fitted because the private plumbing arrangements at the property were so configured as to render it impossible to install. The customer could not be billed according to his usage until these arrangements were altered. Although the company's policy permits a customer to be charged on an assessed charge basis if a meter cannot be installed at a property, this is dependent upon a completed application by the customer. The customer did not make an application although he was provided with a form on 23 May 2003. It follows that he was billed on the unmeasured tariff based on the rateable value of the property in accordance with the company's Scheme of Charges.
- The company does not agree that it has unjustly taken money from the customer between 2003 and 2014 and is not liable to repay the sum of £2,051.47 claimed by way of rebate and nor is the customer entitled to a payment of £105.00 for having had to meet the company's metering manager.
- The company regularly advised that a meter could not be fitted and explanations were provided. He was regularly encouraged to apply to be billed according to assessed charges. The customer was also provided with an option of how the metering issue could be resolved in 2008 but this proposal was not accepted.
- The customer applied again for a meter to be fitted in 2010. On 10 September 2010 a further survey was undertaken and the customer was advised that a meter could not be installed because of the arrangement of his plumbing. On 21 September 2010 the customer was again sent an application form so as to be billed according to assessed charges. This was not returned.

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- In April 2011 the customer contacted the company to find out what work was necessary to enable a meter to be fitted. The company visited the customer on 23 May 2011 and advised what work was needed. In June 2011 the customer contacted the company to advise that the plumbing work had been done. The metering manager attended the property to assess the work and told the customer that the materials used by his plumber were not of a satisfactory standard and the meter still could not be fitted. Again the customer was advised of the work necessary.
- The customer contacted the company again on 21 June 2012 to discuss the metering issue. The metering technician attended on 13 July 2012 and again advised that the meter could not be fitted due to the plumbing issues. The company did not hear until June 2014 that adjustment works to the plumbing had been undertaken. The metering manager attended at the property on 21 July 2014 and even at this stage, the pipework was still unsuitable. To resolve matters, however, it was agreed that the company would undertake the further pipework alterations as a gesture of goodwill. This was undertaken on 28 July 2014.
- As a goodwill gesture, the company also backdated the customer's charges to 27 July 2012 to reflect the amount that he would have been charged if he had been billed according to measured charges. This was a reimbursement of £849.93.
- The customer was also offered amendments of the charges between 10 September 2010 and 27 July 2012 to reflect the customer's charges as though he had completed the application to be billed according to assessed charges. This was not accepted by the customer. The company says, however, that it is willing again to offer reimbursement between 10 September 2010 and 27 July 2012, and if accepted, the company will credit the customer's account with the sum of £126.41 to reflect this offer. The company does not consider that it is liable for any further refunds.
- Fixed charges: In response to the customer's complaint that he is paying too much for his water, the company says that he raised with the company at the beginning of January 2018 his contention that the fixed charges part of his bill are unjustifiable. The company does not agree with this but during a telephone call with the customer it was agreed that a "one time" gesture of goodwill would be given, such that the company would waive the fixed charge. It also tried to investigate whether the customer would be assisted by applying a reduced tariff such as "WaterHelp". However, following investigation, it was agreed that the customer's current bills are lower than those that would apply if the WaterHelp tariff was used. The company argues that the fixed charges are imposed fairly and are paid by all of the company's customers regardless of whether they pay measured, unmeasured or assessed

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charges. The company is entitled to apply these under section 142 of the Water Industry Act 1991 and its charges scheme published under section 143 of that Act. The Scheme is created in accordance with guidance by Ofwat, which allows for fixed charges to be included in the customer's bill. These charges cover various parts of water and sewerage services such as administration, infrastructure maintenance and highways and surface water drainage.

- Court judgment: The customer has not specified exactly what resolution he wishes to receive from the company for this issue, but he appears to seek reimbursement of £167.00 to his account, being the legal costs charged to the customer and £100.00 for telephone calls. The claim brought against the customer was for the sum of £1,232.60 being unpaid, unmeasured charges for his property for the period from September 2010 to December 2013. The claim was issued on 24 August 2012 and judgment granted by default against the customer on 2 November 2012. It was eventually paid in August 2014. Subsequently, the customer asked the company to agree to set aside the judgment in order to enable him to obtain a loan. The company agreed to an application for setting aside the judgment so that this would be removed from the customer's record. This was offered as a goodwill gesture and not an admission that the judgment was incorrect. As a gesture of goodwill, the company is willing to waive this cost and will credit the customer's account with the sum of £167.00 to reflect the costs.
- Flooding/non-return valve/the multi-agency project/compensation: the customer has sought a number of claims for damages in consequence of the floods at his home. The company says that the company has paid all necessary guaranteed service standard payments. It is its belief, moreover, that the fitting of a non-return valve would not be a viable solution for the problem. This has been explained to the customer. The company points out that unless it has been negligent, it cannot be held accountable for the results of flooding that may occur to the customer's property. The company refers to the case of Marcic v Thames Water Utilities Limited , 2003 UK HL 66. The incidents affecting the customer have occurred during times of extreme weather when the sewers became hydraulically overloaded. This was not something that the company could control by significant alterations to its network.
- The company obtained an expert report that said that it would not be practicable to protect individual properties but it would be possible to consider a pumped non-return valve capable of dealing with overflows affecting numbers 10 to 16 Oak Avenue. The company concluded that the amount of work would be very costly and would probably only address the symptom of the flooding but not resolve the cause. It decided that a better focus would be on working

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to rectify the cause of the sewers becoming hydraulically overloaded rather than trying to mitigate the damage the flooding caused. This was the better option because the fitting of non-return valves at the property would only lead to problems further down the sewerage network.

- The company contacted the customer on 14 March 2014 to discuss the number of flooding incidents that had occurred. He was told that there was a large-scale problem with the sewerage system in the area and that there was a meeting due to take place on 27 March 2014 between the company and other agencies to discuss solutions.
- A scheme was subsequently set up to alleviate the flooding issues. It was intended that the work would be undertaken in the financial year 2015 to 2016. The company also investigated whether there was a short-term possibility of separating surface water drainage from the network, but this solution was found to be unfeasible. The customer was advised of this in April 2014. A letter to the same effect was sent on 8 May 2014.
- Following the customer's complaint, further investigations were undertaken in the network around the property. It was discovered that there was a restricted section of sewer that was directing additional flows towards the customer's property, contributing to the hydraulic overload. A considerable amount of fat was removed from the sewer. The company met the customer on 22 July 2014 to discuss these findings. He was again informed that the company does not believe that it would be appropriate to install a non-return valve.
- Compensation was also discussed and it was agreed that the customer would obtain prices for the damage to items that the company would consider. A letter was then sent on 23 July 2014 summarising that meeting. The customer provided invoices for a total of £2,527.72, which the company concluded, after trying to discuss this with the customer, was too much. The company agreed to offer £1,000.00 towards the claim. This was refused by the customer.
- The next flood did not occur until September 2016 and the company's notes for this indicate that this was purely a surface water issue and was not a sewage flood.
- A flooding incident occurred on 21 July 2017. A CCTV survey was undertaken that indicated a large amount of debris in the sewer line. This line was jetted to cleanse the debris, which appeared to be a build-up of fat.
- Since that date there have been no further flooding incidents.
- Following further correspondence with the customer, on 27 February 2018 the company apologised to the customer and again explained why a non-return valve had not been fitted and provided a further update on the multi-agency scheme.

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- The company expresses that it is sorry for the difficulties that the customer has experienced while living at his property but it is the company's belief that it has done all that it can to assist the customer and has not provided its services at a standard lower than would reasonably be expected of it. The company says that it is still willing to offer the customer a goodwill payment of £1,000.00 in relation to the flooding damage that he has suffered.

### 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.

### How was this decision reached?

1. The customer has raised complaints concerning the supply of water, the company's sewerage services, the bills raised by the company and the company's customer services. It is, however, convenient to maintain the headings that have been applied by the parties to the various topics in issue.

#### Water Meter

2. The first in order of time concerns the customer's request for a water meter. The customer argues that it took the company an inordinate length of time to install a water meter at his property, with the consequence that he has had to pay bills that were significantly above that which he would have had to pay, had the meter been fitted. In determining whether the company has failed to provide its services to the standard that would reasonably be expected of it, I find that there are two questions that need to be considered. These are:

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- a. Should the company reasonably have been expected to do more to ensure that a meter was installed? and
  - b. Would it reasonably have been expected that the company should have billed the customer on a different basis, bearing in mind that an application had been made for a water meter?
3. As to the first of these, it is common ground that the customer first requested a water meter in 2003 and a survey was undertaken. The company says that the customer would have been told by the surveyor that he needed changes to his plumbing, but the customer says that he was told no such thing. The evidence submitted by the parties indicates that the reason for the need for change was that the customer had two stop taps and therefore a single meter could not be installed. In his application, his letter to CCWater dated 29 March 2018 and in his comments in reply to the defence (which I take into account, notwithstanding that these were supplied outside the period set by the WATRS adjudication rules) the customer says that he had to contact the company by telephone to be told the outcome of the survey and was then told that the meter could not be installed. He later received a letter explaining why. No copy of that letter is available (unsurprisingly due to the passage of time) but it would appear from the customer's submission that he understood that there was a problem with the configuration of his plumbing from 2004 onwards. I find that as the internal arrangement of the plumbing was part of the customer's own home and was not part of the matters under the control of the company, it was for the customer to bring his plumbing to the requisite standard if he wished the company to install a meter free of charge.
4. The customer suggests that during the period from 2003 until the installation of the meter in 2014, he received little assistance in relation to the alterations. The company has submitted a copy of a letter dated 22 May 2008 in response to the customer's complaint dated 7 May 2008. This refers to correspondence sent by the company to the customer on 23 May 2003, 23 April and 15 May 2007, 13 March and 18 April 2008 in which the customer was told that he would be eligible for assessed volume charge. I find that there is no evidence that the previous letters stated precisely what had to be done to the customer's plumbing, but, as indicated above, this would have been known to the customer since 2004. The letter of 22 May 2008 explains that the problem with the plumbing was the presence of two stop-taps and further indicates that this obstacle could be circumvented by the installation of two meters, but the company was not willing to pay for both meters. The company did agree to pay for the installation of one meter free of charge but it was made clear that the customer would be required to pay for the other

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meter. This offer was repeated on 14 August 2008 but there is no evidence that the customer was willing to accept this offer.

5. The customer applied again for a meter to be fitted in 2010. The report indicated that it was not possible to fit a meter to the external stop tap; there was a problem with a joint and insufficient space behind the kitchen units to allow for the meter to be installed. The surveyor made a recommendation that the customer be placed on a fixed volume charge. On 21 September 2010 the customer was again sent an application form for assessed volume charges. This was not returned (see below).
6. The customer does not challenge the company's assertion that in April 2011, June 2011 and 21 June 2012 he contacted the company nor that the metering manager attended the property on each occasion to assess the work and told the customer that the materials used by his plumber were not of a satisfactory standard and the meter still could not be fitted. The customer says that when the installation of the meter was finally carried out in 2014, there had been no changes to the materials used. However, the company's records indicate that it was told in June 2014 that the plumbing had been altered. It is not clear what, if any changes had been made, but the company's records indicate that when the metering manager attended at the property on 21 July 2014 changes were noted, although some small changes were still required. On this occasion, the company agreed to carry out the work and it states that this was done to resolve matters and as a gesture of goodwill. The customer says that in the end, this work took 35 minutes, so he suggests that it had, in fact, been his goodwill because he had been made to wait so long for a meter.
7. I am unable to find that this history shows that the company fell short of the standard that would reasonably be expected of it. The company carried out an assessment of the customer's plumbing when requested on repeated occasions. I find that, even if the customer had on one occasion to chase up the precise reason why the plumbing was insufficient for installation of a meter, he was provided with that information in sufficient time to undertake work soon after 2003 and in the interim he was told about his eligibility for fixed volume billing and I further find that it is likely that continued explanations were given when the metering manager attended the property. The work was finally carried out in 2014 – after, the customer says, the involvement of his MP – but I find that the fact that the company agreed to undertake work as a matter of goodwill and that it did not take a long time, was not a reason why the company should have agreed to undertake this work sooner. I find that an average customer would not expect the

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company to have undertaken plumbing activities to alter the customer's own pipework and therefore I find that the company supplied its services to the standard that would reasonably be expected of it or – in the event – slightly above that standard.

8. As for whether it should reasonably have been expected that the company should have billed the customer on a different basis, bearing in mind that an application had been made for a water meter, I find that the company made efforts to encourage the customer to move on to a different tariff. I have referred above to correspondence, some of which is in the papers that I have seen, sent to the customer on 23 May 2003, 23 April and 15 May 2007, 13 March and 18 April 2008, 22 May 2008 and 14 August 2008, all of which refer to the company's assessed volume charge and indicating that this would lead to a reduction in his water bill. The customer complains that he was not told the precise tariff and that this was, in any event, an assessment that would have been greater than his actual usage. I find that, even if he was not informed of the precise tariff, this was a matter that the customer could reasonably have been expected to ask about if it made a difference to his decision. If he wanted to have a meter rather than to accept an assessed volume charge, he needed to organise the internal changes that would make that matter possible.
9. Moreover, the company has applied an assessed volume charge for the last two years of this period and given a rebate of £849.93. The company says that it has also offered a goodwill gesture of reimbursement back to 2010, but the customer says that he is unaware of this offer having been made. I find that the company has put forward supporting evidence that this offer was made in a letter dated 14 December 2014 addressed to the customer at a time when the judgment had been set aside.
10. Taking all these matters into account, I find that the company has not failed to provide its services to the standard that would reasonably be expected of it in relation to the water meter. It has offered the customer advice and assistance in relation to the making of changes and has told him how his bills could be reduced even if no changes were made. It has repeated that advice from time to time over the period in question, and it has given the customer a substantial rebate and offered a further payment. In all the circumstances of this case, I find that an average customer would not reasonably have expected the company to take further action. It follows that, despite his expressed frustration in the delay in making progress on this issue, I find that the customer is not able to succeed in respect of this aspect of his claim.

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Sewage floods/non-return valve and the multi-agency project/damages

11. I take these matters together because they have a common cause. The customer complains that between 2010 and 2017, he has experienced five incidents of flooding. Although the company says that one of these events involved only surface water, it is acknowledged that the customer has experienced flooding from the sewer. The customer has referred to the company's response in relation to these matters, however, and has said that the company's explanation of hydraulic overload, restriction of the sewer and the build up of fat, which causes blockage inside the sewer, is indicative of the company not carrying out its functions correctly in order to stop further incidents of this kind. He also refers in correspondence to the company's refusal on one occasion to supply him with sandbags, and he says that the guaranteed payments offered to him are insufficient to meet the losses caused by overflows of sewage.
12. While I fully acknowledge and sympathise with the customer's distress at this repeated experience, it does not follow from the fact that the customer has been the victim of floods from the sewer, that the company is liable to the customer for this to any extent over and above the obligation to make payments under the guaranteed service standards scheme. My reason for this observation is explained in the following four paragraphs.
13. The company has referred to the decision in Marcic v Thames Water Utilities Ltd, which clarifies that in the absence of negligence, the company cannot be found by a court to be liable for escapes of sewage. Although section 94 of the Water Industry Act 1991 imposes on the company a duty to "provide, improve and extend such a system of public sewers (whether inside its area or elsewhere) and so to cleanse and maintain those sewers as to ensure that that area is and continues to be effectually drained ..." the decision of the court was that a complaint about a policy decision not to make changes or build new sewerage in order to alleviate hydraulic overload, is a matter that has to be addressed to OFWAT under section 18 of that Act and not to the court. This is because, the court decided, there is a discrete statutory scheme intended to place decision-making about priorities and the balance of expenditure in the hands of an experienced industry regulator. I find that the position is similar in relation to an application under the WATRS scheme: an adjudicator dealing with issues in a particular case has no jurisdiction to reach decisions about priorities and expenditure. Moreover, such jurisdiction is expressly excluded by rule 3.4.1 and 3.5 of the WATRS scheme rules.
14. It follows that in the absence of negligence, I am not in a position to reach decisions about whether the company and the other agencies involved in its multi-agency project to improve the

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situation in the customer's area should have got on with its project faster or reached a different decision about the provision of a non-return valve. I note that the customer complains that he was told by a workman that he would recommend to his employers that a non-return valve should be fitted to assist the customer, but I also take into account that the company has put forward evidence that it has considered this and has reached a conclusion that it would not be desirable. In reaching that decision, it has also taken into account the situation of other customers in the network who might be disadvantaged by the installation of a non-return valve serving the customer's premises or a group of premises in Oak Avenue.

15. Finally, there is insufficient evidence that enables me to conclude that the company has been negligent in the management of the sewer. Although the customer points out that on two occasions a build-up of fat has caused restriction in the sewer, I am mindful that this is a problem that applies universally to sewerage. The company cannot reasonably be expected to know where and when such a blockage has developed and often the first indication will be that there has been an escape of sewage. The customer has not put forward evidence to show that the company should have known on each occasion that the sewer was becoming blocked or that there was a build-up of fat prior to the leak itself and I find that if the company was unaware of this, it cannot reasonably have been expected to have used cameras and jet cleaning equipment in case a blockage might be found. This would be unduly onerous on the company and I find that a reasonable customer would not expect the company to offer its services at this level. I find that on each occasion, the company has investigated the escape, has offered some assistance to the customer (albeit that this has not included the provision of sandbags) and has, albeit belatedly on some occasions, made guaranteed payments. It has offered additional compensation for late payments. Although the customer says that he was not aware of these payments, the company has explained that the payments were credited to his account and used to discharge the debt that the customer had built up with the company.

16. The company has also offered the customer goodwill compensation of £1,000.00 in respect of damage caused to his belongings as a result of flooding. The customer has rejected that as insufficient, but I find, in all the circumstances of this case that the company was not obliged to make any such offer.

17. It follows from the above that I find that I am unable to conclude that the company has failed to provide its services to the standard that would be reasonably expected of it. It follows that the customer cannot succeed in relation to the matters referred to above.

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### Court Judgment

18. The customer complains about the court judgment, although it is not fully clear what redress he seeks in respect of this. The company has treated the customer's complaint as a claim for repayment of the court costs that were added to the customer's bill although in his comments in reply the customer has indicated that he does not seek this. The company is prepared to offer this as a matter of goodwill, while nonetheless maintaining that it was entitled to enter judgment.
19. I have found above that the company did not fail to offer its services at an appropriate level in relation to the bills raised against the customer during the period before a water meter was fitted at his home. It therefore follows that I find that, as the customer did not return the forms to apply for his bills to be raised on the basis of an assessed volume charge as opposed to reference to the rateable value, the bills charged by the company were at the correct level. The company has explained that these were in accordance with the company's Scheme of Charges and there is no evidence to the contrary. I find that a company would ordinarily be expected to bill its customers in accordance with the Scheme of Charges. Although the customer says that he refused to pay the bills as a matter of principle because no water meter had been fitted, I find that the company was not responsible for this decision, which led to the accrual of a debt that the company required to be paid.
20. The customer's submissions appear to acknowledge that the company agreed to the setting aside of the judgment in order to enable the customer to apply for a loan. I find that there is nothing that indicates that the company was obliged to do this, although I have considered whether the company's rebate for the period to July 2012 and offer of further rebate to 2010, could have had the consequence that the judgment had been entered for the wrong amount. As, however, I find that the company was not obliged to make those payments but made/offered as a matter of goodwill, I find that it was fair and reasonable that the rebate made was treated as discharge of the judgment and I find, in those circumstances, that it was not necessary for the company to seek to set aside the judgment. As this was done to accommodate the customer's need for a loan, I find that it was not necessary for the company to repay the court costs.
21. It follows that I find that the company did not fail to provide its services to the standard that would be reasonably expected of it in relation to this aspect of the customer's claim.

### Excess charges

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22. The customer says that the company's charges are too high and he contrasts these with charges that he had previously paid elsewhere in the country. He states in his comments in reply that he is not challenging the fixed charges aspect of his bill, although he notes that he does not believe that he has received the sewerage or clean supply services that he is required to pay for. I have addressed these matters above. The customer also makes reference to the fact that the company is profitable and its senior executives are very well paid. As to the last point, this is not a matter to which I can have regard as it does not fall within the scope of this Scheme. As to the customer's bills, the company states that the customer has been billed in accordance with its Scheme of Charges that it publishes in accordance with its legal obligations under the Water Industry Act 1991. The customer has not suggested that there has been any arithmetical or administrative error affecting the bills.

23. I find that it is not within my jurisdiction to consider the appropriateness of the Scheme of Charges, which is a matter that concerns the company's operating decisions and policies and can be considered only by OFWAT. I find that an average customer would not expect the company to charge the customer otherwise than in accordance with the Scheme of Charges. It follows that I find that the company has not failed to provide its services to the customer to the standard that would reasonably be expected of it.

#### Poor customer service

24. Although the customer has raised a series of matters going back more than 15 years, I have found that he has not succeeded in relation to the specific matters that have been addressed above. For completeness, I should add that the company is not responsible for the cost of the customer's insurance premium. Having regard to the evidence as a whole, I have not found that the company has shown a pattern of communicating poorly with the customer and it is additionally notable that the company has made a large number of goodwill gestures, many of which have been repeated in the defence to the customer's claim. I am therefore not able to reach the conclusion that the company's customer services have fallen short of the standard that would reasonably be expected of a water and sewerage company supplying its services to a large number of people over a wide geographical area.

25. It follows from all the matters set out above that the customer's claim is not able to succeed. For the avoidance of doubt, for this reason, I do not make any direction in relation to the goodwill gestures that have been mentioned in the company's defence, but nothing in this decision is to

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be taken as an indication that such gestures should not be made if the company continues to consider these to be appropriate.

#### **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 11 January 2019 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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