

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1149

Date of Decision: 3 May 2019

Complaint

The customer believes that her water bill for the period of August 2017 to February 2018 was too high and she is unhappy with the company's customer service provision. The customer indicates that she referred her complaints to CCWater (Consumer Council for Water) and it challenged the company on her behalf. However, the company illustrated that the customer's water meter had actually been under-recording her water usage due to a defect; therefore, she could not have been overcharged. After its process was completed, CCWater ultimately concluded that it could not challenge the company further. The customer is displeased with this position and is now claiming for the company to reduce her water bill (so it reflects her actual water usage) and to provide compensation in the sum of £250.00 for stress and inconvenience.

Defence

The company does not accept that it is liable to provide the redress claimed by the customer. The company confirms that it has been proven (with independent evidence) the customer's water meter had actually been under-recording her water usage. Therefore, the company cannot have been overcharging the customer as she asserts. The company accepts that there have been oversights on its part. However, it has already taken appropriate action to address these matters. It confirms that the customer is correctly liable to pay her water charges and it has acted in accordance with its business policies and scheme of charges. The company states that, in light of all the above, it does not accept any liability for the customer's claims for redress.

Findings

Under the circumstances, I am not satisfied that the company has overcharged the customer. Additionally, I do not find that there are any unresolved material oversights on the part of the company at this time. Consequently, in the absence of any unresolved failures on the part of the company, I do not uphold the customer's claims for redress.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.



Outcome

The company does not need to take any further action. The customer is not obliged to accept this decision and is free to continue pursuing her complaint through all other resolution avenues as available to her.

The customer must reply by 4 June 2019 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1149

Date of Decision: 3 May 2019

Party Details

Customers: [].

Company: [].

Case Outline

The customer's complaint is that:

- She believes that her water bill for the period of August 2017 to February 2018 was too high.
- Therefore, a leak test was carried out at the customer's property. However, no leak was detected.
- The customer disputes that the company has read her water meter correctly. She asserts that the company advised her that there was a billing problem due to her water meter not being able to be read accurately due to water. She asserts that, subsequently, the company then told her that it was due to a bush blocking the water meter.
- The customer believes that the company is responsible for allowing a backlog of charges to build up on her account and she explains that it will be difficult for her to pay this off.
- The customer also expresses dissatisfaction with the company's customer service. She feels that it has bullied her and this has caused her to be worried about her increasing arrears.
- The customer indicates that she referred the matter to CCWater and it challenged the company on her behalf. However, the company showed that the customer's water meter had actually been under-recording her water usage due to a defect; therefore, she has not been overcharged. After its process, CCWater ultimately concluded that it could not challenge the company further.
- The customer remains dissatisfied with this position and is now claiming for the company to reduce her water bill (so it reflects her actual water usage) and to provide compensation in the sum of £250.00 for stress and inconvenience.

The company's response is that:

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

- It does not accept any liability to the customer.
- The company confirms that it sent a technician to the customer's property as a result of her concerns. However, the technician concluded that there was no leak at the customer's property because, when the water supply inside the house was isolated, the meter stopped moving.
- Following the technician's report, the company concluded that the water bill disputed by the customer was correct and payable. The customer disputed this.
- As a gesture of goodwill, the company then agreed to exchange the customer's meter and take it away for testing (free of charge).
- The company explains that the agent dealing with this issue was then unexpectedly out of the office for some time (since May 2018) and therefore, in July 2018, it added a £50.00 goodwill gesture to the customer's account (due to the length of time the customer had to wait for updates on this issue). In addition, the company also credited the customer with a £30.00 CGS (Customer Guarantee Scheme) payment for the late email response she received in July 2018 (outside the 10 day timeframe).
- Ultimately, the meter testing (conducted by an impartial third-party expert, as shown in the report provided) confirmed that the customer's meter had been under-recording the customer's water consumption. Therefore, she had been benefiting from lower water bills than she should have paid. However, the company confirmed that there would be no adjustments to correctly increase the customer's previous bills. The customer was displeased with this outcome.
- The company states that, in order to assist the customer, it has offered her a payment plan for the outstanding arrears on her account. It also confirms that it has provided detailed responses to the customer's queries (both directly and through CCWater).
- The company acknowledges the customer's concerns about her water bill for the period of August 2017 to February 2018 and has therefore submitted evidence of every meter reading taken to calculate her bills. These show both actual and estimated readings (both of which are permitted under the company's scheme of charges). The company confirms that this shows that the customer has not been overcharged.
- In any event, the company confirms that the evidence shows that the customer's charges are consistent with what would be expected from a two person household.
- The company notes that the customer is also unhappy about the fact that her telephone calls with it have not all been recorded and stored. The company explains that due to storage limitations it will usually delete calls after 18 months. In any event, the company highlights that it is not legally obliged to record its telephone calls. It does, however, store the transcripts of its conversations with its customers.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

- Finally, the company acknowledges the customer's dissatisfaction with its policy of sharing information with credit reference agencies. The company confirms that it has explained its policy to the customer (as shown in the evidence provided) and shared details of late payments correctly with credit reference agencies. Whilst it appreciates that the customer is unhappy with the situation, there is no evidence that she has been overcharged and therefore the outstanding arrears on her account are correct and payable.
- The company states that, in light of all the above, it does not accept liability for the customer's claims for redress.

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's complaint is that she believes her water bill for the period of August 2017 to February 2018 was too high. Furthermore, she is unhappy with the customer service provided by

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

the company. She has complained to the company about these issues; however, it has always maintained the position that the customer has not been overcharged. The company accepts that there have been some customer service oversights on its part but states that it has already addressed these matters by providing appropriate compensation to the customer. The customer referred her complaint to CCWater who, after the completion of its process, ultimately concluded that it had no grounds to challenge the company further. The customer is not satisfied with this outcome and is now claiming for the company to reduce her water bill (so it reflects her actual water usage) and to provide compensation in the sum of £250.00 for stress and inconvenience.

2. I draw attention to the fact that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. At this stage, I believe that it may be important to highlight that my powers as a WATRS adjudicator are limited (as detailed in the scheme rules). Specifically, I should make it clear that it is beyond my remit to request any new independent investigations into the accuracy of the water usage data as recorded by the customer's water meter or request any new technical surveys to examine the functionality of the customer's water pipes.
4. I note that the customer has raised complaints about the company's commercial business practices/policies relating to its recording/storage of customer telephone calls and the sharing of information with credit reference agencies. I must draw attention to the fact that it is entirely beyond the scope of this scheme to review/amend any element of the company's commercial business practices (WATRS rule 3.5). Accordingly, I am unable to address these issues any further in this adjudication. However, I am able to examine the evidence provided to me by the respective parties and determine whether the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person. I will proceed accordingly.
5. Upon review of all the evidence provided, I note that I have been provided with all the customer's water meter readings from 1997 (including the readings from which her disputed bill has been calculated). Whilst I acknowledge and appreciate the customer's belief that these readings are much higher than the amount of water she feels that she is using at her property, I find no objective evidence to support this belief. To the contrary, I note that the company conducted a full investigation in response to the customer's concerns that ultimately confirmed there were no leaks

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

at the property and that her water meter was measuring direct usage only and was not moving when the water mains were turned off. In fact, based on the evidence provided (specifically, the independent calibration report from 'UNIPER' dated 18 May 2018), I am only able to conclude that the customer's water meter had been under-recording her actual water usage. Therefore, under the circumstances, I am satisfied that the customer had not been overcharged for her water usage but had been benefitting financially from her water meter under-recording her actual water usage.

6. I am mindful that the customer is displeased about the company's usage of estimated water meter readings in calculating her water bills. She explains that the company provided various reasons for why it could not obtain actual readings and therefore used estimated readings. Regardless of the reasons for using estimated readings, I note that the company's scheme of charges expressly entitles the company to use either estimated or actual meter readings to charge its customers. Accordingly, I am unable to conclude that the company has failed to provide its services to the standard to be reasonably expected by the average person in this instance.
7. In the interests of completeness, I draw attention to the fact that under section 142 of the Water Industry Act 1991, the company is entitled to set its own scheme of charges and charge its customers in accordance with that scheme of charges. Therefore, I am not satisfied that the company has failed to provide its services to the standard to be reasonably expected by the average person by setting its own scheme of charges and charging the customer accordingly. Further, it is entirely beyond the scope of this scheme to examine/review any issues relating to the fairness/appropriateness of the company's set contract terms and/or commercial practices (WATRS rule 3.5).
8. Turning to a review of the company's overall customer service actions in relation to this matter, I note that the company has already accepted oversights on its part. Specifically, the company highlights that it provided responses to the customer outside of its standard response times. However, under the circumstances, I am satisfied that the company has already taken fair and reasonable remedial action (in recognition of these oversights) by providing the customer with appropriate compensation credits. Furthermore, I note that the company opted not to charge the customer for her water meter testing and when it was discovered it had been under-recording her actual water usage, the company opted not to amend her previous charges by increasing them to

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

reflect her actual water usage. I find that the company's actions in this respect were fair and reasonable. In addition to all of the above, following a review of the communications between the parties, whilst I accept that there may have been some misunderstandings along the way, I am satisfied that the company has now provided sufficient explanations and responses to the customer's queries and made its position adequately clear. Accordingly, I do not find any unresolved material failures on the part of the company at this time. I am mindful that this conclusion is also in line with the final outcome of CCWater's investigation.

9. In summary, I am not satisfied that there are any unresolved material failures on the part of the company to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any unresolved failures on the part of the company, I find that I am unable to uphold the customer's claim for redress.
10. This concludes the WATRS stage of the customer's complaint. I remind the parties that the customer is not obliged to accept this decision and is free to continue pursuing her complaint through all other resolution avenues as available to her.

Outcome

The company does not need to take any further action. The customer is not obliged to accept this decision and is free to continue pursuing her complaint through all other resolution avenues as available to her.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 4 June 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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.



E. Higashi LLB (Hons), PGDip (LPC), MCIArb.

Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

www.WATRS.org | info@watsr.org