

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1161

Date of Decision: 02 January 2019

Complaint

The customer's claim is the company has installed, without her permission, a Smart Meter within the pavement outside her property and intends to use it for billing purposes. Furthermore, once she had refused to pay the outstanding bill due to the installation of the Smart Meter the company has incorrectly sent debt collection letters to a third party. The customer is seeking either removal of the Smart Meter and it be replaced with an analogue meter, or for her to remain on the unmeasured charges for her property, an apology, cancelation of her bill for 2018/2019 and compensation for distress and inconvenience incurred.

Defence

The company submits that in accordance with the Water Industry Act 1991 and the Water Industry Regulations 1999 the installation of a Smart Meter and the use of the Smart Meter for billing purposes is lawful and justified. Furthermore, the company asserts it has provided a good level of service at all times throughout its dialogue. Therefore, the company is not liable for any damages in this respect. The company has not made any further offers of settlement.

Findings

I am satisfied the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the installation and use of the Smart Meter or when providing information regarding its unpaid bill to the credit reference and debt collection agencies. The reasons and evidence provided by the customer are not sufficient to justify her claim the Smart Meter was installed without permission or that debt collection letters had been sent to an incorrect third-party.

Outcome

The company needs to take no following further action.

- The customer must reply by 30 January 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 02 January 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The company has installed without her permission and intends to use for billing purposes a Smart Meter within the payment outside her property.
- Furthermore, once she had refused to pay the bill for 2018/2019 due to the installation of the Smart Meter the company has incorrectly sent debt collection letters to a third party, rather than herself.
- The customer is seeking either the removal of the Smart Meter and it be replaced with an analogue meter, or for her to remain on the unmeasured charges for her property,
- The customer is also seeking an apology, cancelation of her bill for 2018/2019 and compensation for distress and inconvenience.

The company's response is that:

- The company's position is that in accordance with the Water Industry Act 1991 and the Water Industry Regulations 1999 the installation of a Smart Meter and the use of the Smart Meter for billing purposes is lawful and justified. As the Government has determined the [] region to be an area of serious water stress the restrictions set out in section 144B of the Water Industry Act 1991 do not apply and therefore the company is entitled under section 162 of the Water Industry Act 1991 to install Smart Meters on a compulsory basis.
- Furthermore, a full explanation of why a Smart Meter is lawful and justified in this instance has been given within its dialogue with the customer. Accordingly, the company is not compelled to remove the Smart Meter or replace it with an analogue meter.
- The account holder for the period 2018/2019 at the customer's property is the third party to whom the debt collection letters were sent. The failure to arrange payment will mean the company will continue to provide information regarding late payment to the credit reference and debt collection agencies.

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- Furthermore, the company asserts it has provided a good level of service at all times throughout its dialogue. Therefore, the company submits it is not liable for any damages in this respect.

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 the company has failed to provide its services to the standard one would reasonably expect and 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 dispute centres on whether the company should have installed a Smart Meter at the customer's property and whether once the two-year consultation period expires the customer should be moved to metering rather than her current fixed rate charge. The company states the Government has published guiding principles which state that where a water company is in an area designated as an area of serious water stress, it must consider compulsory metering.
2. Within its defence, the company has provided various sections of its Final Water Resources Management Plan, OFWAT's guidance on the Water Meters and pointed out the relevant sections of the Water Industry Act 1991 and the Water Industry Regulations 1999.
3. On page 164 of its Final Water Resources Management Plan the company has provided an Environment Agency Map of Water Stress showing the highest water stress regions and as stated within OFWAT's guidance, water companies in high stressed areas can ask the

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Government for permission to compulsorily meter their customers and that most of south-east and eastern England is classed as being seriously water stressed. The customer's property falls within one of these areas classed as water stressed.

4. The company states that as the customer's property falls within an area classed as water stressed section 144B of the Water Industry Act 1991 does not apply. Therefore, the company is entitled under section 162 of the Water Industry Act 1991 to install a Smart Meter on a compulsory basis and therefore set a tariff based on volume of water used. From the evidence put forward, in my view, the company has shown the Water Industry Act 1991, as amended, allows it to implement a programme for setting tariffs based on the volume of water used in areas designated to be areas of serious water stress. I am also satisfied the company was required to consider compulsory metering under the DEFRA guiding principles.
5. Within the company's defence it sets out periods of consultation (May to August 2008 and December 2011 to January 2012) with customers regarding metering and other areas of its Final Water Resources Management Plan. In view of this, I am satisfied the company did consider compulsory metering and put this proposal out for consultation. The company obtained approved permission from DEFRA in June 2012 (see appendix 1 of company's defence), the relevant Government department, to implement its Final Water Resources Management Plan which included the compulsory metering policy.
6. I acknowledge the various arguments put forward by the customer in relation to data protection, surveillance and her health regarding various radio transmissions from Smart Meters. I also acknowledge evidence provided by the company in their defence regarding some of these issues, such as the independent report on potential health effects of Smart Meters (see appendix 10 of company's defence). However, these arguments do not affect the legitimacy of the compulsory metering scheme, the requirement for the customer's property to be fitted with a water meter.
7. The company states that as part of its Water Resources Management Plan it considered various types of meters that could be installed and compared standard analogue meters against Smart Meters. The company came to the conclusion the operational productivity advantages, leakage identification and demand savings of the Smart Meters would necessitate that this type of meter would be installed as standard going forward (see appendix 3 of company's defence). In view of this, I am satisfied the company did consider the various types of meters and it was justified in

its policy to install Smart Meters as standard rather than analogue meters. Accordingly, I find the company is under no obligation to replace the installed Smart Meter with an analogue meter.

8. Accordingly, having reviewed the evidence in full, I must find the company has implemented the compulsory metering scheme fully in accordance with the applicable legislation. It has also received specific permission from the relevant Government department. In view of this, I find the policy to install water meter has been properly implemented. I have no authority to direct the company to make an exception for the customer. I am therefore satisfied the company has a clear legislative basis for implementing a scheme of compulsory metering and I find the customer has not proved the company has unlawfully installed a Smart Meter and nor has the customer proved the company should replace the Smart Meter with an analogue meter. Accordingly, I find I am unable to uphold the customer's claim to remove the Smart Meter installed and replace it with an analogue meter. Therefore, the customer's claim is unable to succeed.
9. I acknowledge the various arguments put forward by the customer in relation to debt collection letters being sent to a third-party [], rather than herself. The evidence shows the customer informed the company on 16 October 2012 that [] had moved into the property and would be responsible for the bills going forward. The company states it received no further communications from the customer or [] stating this position had changed and the customer was responsible for the charges for the period 2018/2019.
10. The customer stated on 4 August 2018 (see appendix 4 of company's defence) that she would not pay the bill for the period 2018/2019 until the Smart Meter was removed. The company states that according to its records the account holder for the period 2018/2019 was [] and that its services were used in full for the period. Accordingly, the company's charges are correct and remain payable in full. Furthermore, the failure to arrange payment will mean the company continue to provide information regarding late payment to the credit reference and debt collection agencies, which ultimately affects the credit rating of the named account holder at 1 Green Lane, which is []. In light of the above, I find the company providing information to the credit reference and debt collection agencies is reasonable where payment has not been made and accordingly, I am not satisfied that it has been proven the company failed to provide its services to the standard to be reasonably expected in this respect.
11. Furthermore, the evidence shows that without the customer advising the company of a change in occupation of the property it is unable to update its billing systems to reflect the correct

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account holder. I am satisfied the company's request for the customer to confirm the date []moved out of the property, and when the customer once again become responsible for the bills is reasonable considering the circumstances. However, these issues do not affect the legitimacy of the compulsory metering scheme or the requirement for the customer's property to be fitted with a Smart Meter and I find that as the company's services were used the customer's request that the bill for 2018/2019 cancelled does not succeed.

12. The company has certain obligations in respect of its customer services. After careful review of both the customer's letters and the company's responses, I am satisfied that, by the end of the company's dialogue with the customer, the company had adequately explained the reasons why a Smart Meter was fitted to the customer's property.
13. From the timeline set out within the various correspondence, I find the company responded adequately to all the customer's concerns. Furthermore, after careful analysis of all the correspondence submitted in evidence, I am not satisfied that it has been proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person in respect of installing a Smart Meter at her premises without her permission.
14. I acknowledge the various arguments put forward by the customer regarding her request for an apology in relation to the various alleged failures of the company. As above, I am not satisfied that it has been proven the company failed to provide its services to the standard to be reasonably expected. Therefore, I find the company is not required to provide an apology with regarding this aspect of the customer's claim.
15. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the installation of a Smart Meter or that debt collection letters had been sent to an incorrect third-party, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings with regard to customer service as the company has provided a good level of service throughout its dialogue with the customer.

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 30 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 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.



**Mark Ledger FCI Arb
Adjudicator**