

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1303

Date of Decision: 28 March 2019

Complaint

The customer states he was forced into installing a private sub-meter so that he could evidence his claims for a larger waste water abatement due to fact that he has an irrigation system that reduces the amount of water returned to the sewer. The customer is seeking for the company to reimburse the sum of £408.17 for the installation of the private sub-meter.

Defence

The company submits that at no point did it direct the customer to fit a private sub-meter at his property. Furthermore, whilst fitting a sub-meter makes the waste water abatement application process easier for the customer and more accurate, it is his responsibility to prove that less than 90% of his water returns to the company's network, and therefore it follows it is his responsibility to arrange and finance the fitting of a private sub-meter. The company admits some failings regarding customer service for which the customer has already been compensated for and therefore the company is not liable for any further damages in this respect. The company has not made any 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 private sub-meter. The reasons and evidence provided by the customer are not sufficient to justify his claim that he should be reimbursed the sum of £408.17 for the installation of a private sub-meter.

Outcome

The company does not need to take any further action.

- The customer must reply by 29 April 2019 to accept or reject this decision.

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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 customer was forced into installing a private sub-meter so that he could evidence his claims for a larger waste water abatement.
2. The company is required to meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
3. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme and the company's own Customer Guarantee Scheme.
4. Within its defence, the company states that whilst it provides waste water services to the customer it is not the customer's water provider. The customer's water provider is [] Water who bill the customer for both clean and waste water charges on behalf of the company.
5. From the evidence put forward by the customer and the company, I understand that on 16 March 2017 CCWater contacted the company due to a lack of response to the customer's enquiries concerning a waste water abatement. Various correspondence took place between the parties with the result being the company later found some emails from the customer, but not all.

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It was agreed the company would pay the customer £160.00 for the poor service the customer had endured during and up to this initial contact. At the end of this initial correspondence the company sent the customer a waste water abatement application form, and a waste water abatement was later agreed by the company. Initially the abatement was calculated at 14%, which the customer disputed. Between 11 April and 27 May 2017 various correspondence took place between the parties with the result being the company increased the offered abatement to 36%. On 27 May 2017 the customer contacted the company advising it that he may fit a sub-meter so []Water could read both meters and he could claim his waste water abatement annually. On 16 June 2017, CCWater contacted the company requesting whether the company had advised the customer to fit a second. As shown by the company's call notes dated 16 June 2017, the company stated it would not and could not as the company was not the customer's clean water supplier. I understand on 23 June 2017 the customer installed his own private sub-meter on the part of his private water supply that does not return to the company's assets. On 26 June 2017, the customer rejected the 36% increase and requested that the figure remain at 33% whilst he monitors the consumption recorded on both his own meter and that of []Water over the coming year.

6. On 20 September 2018, the customer once again contacted the company requesting a waste water abatement application for the previous year. The company responded to the customer on 21 September 2018 and requested that, in addition to the application, he supply his sub-meter readings so the company could use this to calculate his abatement. The evidence shows the company calculated an abatement that was equal to a one-off payment of £73.52. On 14 November 2018 the company received a letter from the customer requesting the company reimburse the customer for the cost of the sub-meter he had fitted. The company responded on 23 November 2018 stating that on its waste water abatement application form covering letter it only states that to make future claims easier customers could have an additional meter fitted. However, as explained within the company's defence, having a sub-meter fitted is not a requirement for a waste water abatement to be granted and during the correspondence with the customer at no point did the company state it would cover the cost for any private sub-meter. After careful analysis of the various correspondence and whilst I appreciate the customer's position that a sub-meter would have likely helped to evidence his waste water abatement, this does not mean that the company would become liable for the costs. Therefore, I find it was the customer's choice to fit a sub-meter and at no point was the customer forced into having to install a sub-meter so he could provide evidence for his waste water abatement. Accordingly, this aspect of the customer's claim fails.

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7. After careful analysis of the Water Industry Act 1991 and the various evidence put forward by the company, I am satisfied of the company's position that it is the customer's responsibility to fit prove that less than 90% of his water returns to the company's network is correct. Accordingly, the costs of installing a sub-meter are for the customer's account. Whilst I appreciate the customer's stance with regard to the waste water abatement, I am not able to comment on the fairness of the abatement as this falls under the jurisdiction of OFWAT, I am only able to look at whether the company has acted in accordance with its obligations, which in this instance it has. In light of the above, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the sub-meter or the waste water abatement.
8. The company has certain obligations in respect of its customer service, and I find the customer has been adversely affected by the lost emails within his initial dialogue with the company in 2017. However, I am satisfied the company accepts it provided poor service in this respect as explained within its defence. Furthermore, I understand from the company's defence this issue was resolved within the correspondence with the Consumer Council for Water and the customer was compensated to his satisfaction at that time.
9. 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 sub-meter or the waste water abatement, 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 for which the customer has not been adequately compensated for. Consequently, the claim does not succeed.

Outcome

The company does not need to take any further action.

What happens next?

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.

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 29 April 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.
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Mark Ledger FCI Arb
Adjudicator

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