

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1372

Date of Decision: 14 May 2019

Complaint

The customer's claim is she should be billed on an Assessed Household Charge (AHC) without the company accessing her property to establish whether a Smart Meter can be fitted or not. The customer is seeking to be billed on an AHC basis; to be given a single point of contact within the company; and, for the company to provide an apology for the poor customer service experienced.

Defence

The company submits the customer will only become eligible for the AHC if the company is unable to install a Smart Meter. However, the only way to determine this is to undertake a survey of the customer's property and to date the company has not been given access. Furthermore, the company did offer a single point of contact within its dialogue with the customer despite not having any facility to generally offer a customer a single point of contact as that would then set a precedent. The company admits various failures in customer service for which it has apologised and given adequate compensation. 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 to the intended installation of a Smart Meter and the AHC. The reasons and evidence provided by the customer are not sufficient to justify her claim that she should be billed on an AHC basis or be provided a single point of contact for general communications going forward. Furthermore, I am satisfied there have been no failings with regard to customer service, for which the customer has not already been adequately compensated for.

Outcome

The company needs to take no following further action.

- The customer must reply by 12 June 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 14 May 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- Due to chronic illness she should be billed on an AHC basis without the company accessing her property to establish whether a Smart Meter can be fitted or not.
- The company will not move her onto an AHC without first establishing whether her internal water supply has been compromised and a Smart Meter cannot be fitted.
- Due to her chronic illness she has requested the company provide a single point of contact which she states it cannot provide.
- The customer states when these issues were raised with the company, the company provided poor customer service.
- The customer is seeking to be billed on an AHC basis; to be given a single point of contact within the company; and for the company to provide an apology for the poor customer service experienced.

The company's response 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 [] Water 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.
- The AHC is not a tariff a customer can apply for and it is not applicable unless it is found the company are unable to fit a Smart Meter. In this instance, the company has found that the customer's property can possibly be fitted with an external Smart Meter so the AHC would not

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apply. However, the customer may still become eligible for the AHC if it is found that a meter cannot be fitted, but without access to the customer property to undertake a survey the company is unable to determine whether the customer is eligible.

- Furthermore, the company did offer a single point of contact within its dialogue with the customer despite not having any facility to generally offer customers a single point of contact as that would then set a precedent.
- The company admits it gave misinformation to the customer about transferring her charges to AHC when it believed her property could only be metered inside. The company has provided £150.00 and an apology for this failure in customer service. Therefore, the company submits it is not liable for any further 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 customer should be billed on an AHC without the company accessing her property to establish whether a meter can be fitted or not. The company states the Government has published guiding principles that state that, where a water company is in an area designated as an area of serious water stress, it must consider compulsory metering.

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2. From the evidence provided by both the customer and the company, the customer was contacted as part of the company's Progressive Metering Programme (PMP) in July 2017. The company explained that a survey had to be undertaken by the company to ensure whether a meter could be fitted either externally on an individual water supply pipe, or internally if it could be proven the customer's internal supply was not connected to another flat. Shortly after this initial correspondence the company visited the customer's property and during this visit it was noted the outside stop valves were located under a heavy stone cover for some of the properties in Green Crescent where the customer lived. At that time, the company's technician believed it would be more than likely any meter would need to be fitted inside the customer's property. The company then sent a series of letters asking the customer to make an appointment so it could carry out a survey and to see whether a meter could be fitted outside. If not, then a survey would need to be carried out inside the property to see if a meter could be fitted close to any inside stop valve.

3. On 12 October 2017, the company received communications from both the customer and CCWater stating the customer was unhappy because she'd received a letter from the company advising it intended to carry out a survey either inside or outside of her property for a meter to be fitted. On 16 October 2017, the company received further correspondence from CCWater stating the customer had a chronic illness and was unable to deal with the company's PMP requests. Furthermore, she believed she was being overcharged because she had seen information about AHC; she also felt she had received no help from the company in the past to direct her to tariffs which might have saved her money on her bills; and, she would like one point of contact within the company. The same day, in a separate communication, the customer stated she was a single occupant in a studio flat; she believed her water supply had been compromised by a third party in another flat; and, she was concerned at the length of time she was speaking with the company about vulnerable tariffs and registration for the company's Extra Care support. On 18 October 2017, the company added the customer to its Priority Register for Extra Care Services and sent her a letter to confirm with a brochure detailing the Scheme. On the same day the company requested the customer contact them so they could organise a meter survey as part of the PMP. In response to this request CCWater advised the customer was feeling unwell and requested the company leave the case open for the time being. CCWater would then revert to the company once the customer was feeling better.

4. On 30 October 2017, the company assigned a new Case Manager to deal with the customer's complaint. She made arrangements for a customer representative called [] to be the customer's single point of contact. Between 30 October 2017 and 29 August 2018 various

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correspondence took place between the parties discussing whether the company could carry out a survey to establish whether a meter could be fitted and whether the AHC could be applied for. Various delays were incurred through this period as the customer was unwell and all correspondence was through CCWater. During this period, the company undertook various further investigations; however, there was some confusion as the company offered to vary the customer's charges to an AHC, then withdrew this offer once it realised after its further investigations that an external meter could possibly be fitted and therefore the AHC would not apply. A survey would still be needed to be undertaken to ensure the customer's water supply was not compromised. The correspondence rested with the company's message of 29 August 2018, in which the company apologised for any confusion regarding the AHC and reiterating the need to carry out a survey to establish whether a meter could be fitted and whether the AHC could be applied for. From 29 August 2018 to 12 November 2018 the company was waiting for a response from the customer. On 12 November 2018, as neither CCWater nor the company had heard from the customer for some considerable time, both parties agreed to close their cases with no further action.

5. Within its defence, the company has provided 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.
6. As stated within OFWAT's guidance water companies in high stressed areas can compulsorily meter their customers. As shown within the defence documents 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.
7. The company states that, as the customer's property falls within an area classed as water stressed, it 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 Government guiding principles. The company obtained approved permission from the Government in June 2012 to implement its Final Water Resources Management Plan, which included its compulsory metering policy.

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 meters has been properly implemented and find no failure in this respect. I have no authority to direct the company make an exception for the customer. As the customer's property falls within an area classed as water stressed, the company can insist on fitting a water meter.
9. From the evidence put forward by the company, an AHC is only applied after a request for a meter has been made and the company is unable to either install the meter or use the meter for recording consumption at the property in question. However, for the company to know whether it can install a meter it needs access to the customer's property. Therefore, until such time as the customer gives the company access to undertake a survey then I am satisfied the company is entitled to apply its 'no access' tariff, if appropriate. Accordingly, I find I am unable to uphold the customer's claim to billed on an AHC as, without the company accessing her property to establish whether a Smart Meter can be fitted or not, it cannot be determined whether the AHC would apply. Therefore, this aspect of the customer's claim is unable to succeed.
10. I note the customer's request to be given a single point of contact within the company. The company states it does not have any facility to offer customers a single point of contact in general and if the company were to do this for the customer this would then set a precedent. However, in this instance and in light of the customer's ill health the company arranged for a customer representative, called [], to be the customer's single point of call during the period of the dispute. Therefore, having carefully considered the various correspondence put forward in evidence, I am satisfied the company did arrange for [] to be the customer's single point of call for period of the dispute; however, I am satisfied the company does not have to offer customers a single point of contact in general as this would then set a precedent. The evidence shows [] gave the customer her mobile number and offered to prove the supply and fill out all relevant forms with regards to other tariffs to try and save the customer money on her water bills. Therefore, I am satisfied the company has not failed to provide its services to the standard one would reasonably expect for this aspect of the customer's claim.
11. The company has certain obligations in respect of its customer services. The company admits there was some confusion as the company initially offered to vary the customer's charges to an AHC then withdrew this offer once it realised after further investigations that an external meter could possibly be fitted, therefore the AHC would not apply. I find the company had provided

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misinformation concerning the internal metering requirements and the AHC. This failure led to a long, drawn-out dispute as the company has been unable to provide sufficiently informative responses to the customer's complaint. This is evidenced by the timeline of events and comments set out in both the customer's claim documents and the various customer notes within the company's defence. As shown in the evidence the company apologised for the confusion and misinformation and it would send the customer £150.00. After careful review of all the correspondence provided in evidence, I am satisfied the company's offer of compensation of £150.00 is fair and reasonable in the circumstances to cover the complaint and any distress or inconvenience to the customer.

12. I acknowledge the various arguments put forward by the customer regarding her request for an apology in relation to the length of time the matter had been ongoing. Having carefully considered the various correspondence put forward in evidence, I am satisfied the company has failed to provide its services to the standard one would reasonably expect. However, the company has apologised regarding the poor service provided to the customer throughout their dialogue and I find the company is not required to provide a further apology with regard to the poor customer service given.

13. 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 intended installation of a Smart Meter, 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 adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 12 June 2019 to accept or reject this decision.

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- 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**