

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1411

Date of Decision: 1 May 2019

Complaint

The customer states that the company is producing incorrect bills that do not take into account his proper non-return to sewer allowance. He requests that an email be sent prior to his bill being produced asking for his main meter and submeter readings and that he then be billed off these readings, rather than a bill being generated and then subsequently corrected.

Defence

The company states that the customer has been billed in accordance with correct processes. No offer of settlement has been made.

Findings

The company has established that the process it uses to bill the customer constitutes providing its services to the customer to the standard to be reasonably expected by the average person.

Outcome

The company does not need to take any further action.

The customer must reply by 31 May to accept or reject this decision.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1411

Date of Decision: 1 May 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- For three years he has been charged 100% return to sewer charges, although less than 10% of the water he receives actually returns to the sewer.
- He requests that an email be sent prior to his bill being produced asking for his main meter and submeter readings and that he then be billed off these readings, rather than a bill being generated and then subsequently corrected.

The company's response is that:

- It was first contacted by the company on 21 August 2017. The customer stated that for the previous 18 months he had been charged for 100% of his water returning to the sewer, but that he believed less than 10% actually did.
- The company informed the customer that for a non-return to sewer allowance to be calculated, he must provide a reading from both his main meter and sub-meter. These will then be forwarded to the wholesaler and the wholesaler will calculate an allowance, which will then be applied by the company to the customer's bill.
- The customer can submit readings prior to a bill being generated, but the company cannot guarantee that an allowance will be returned by the wholesaler before the customer's bill is generated.
- The service level agreement with the Wholesaler for a non-return to sewer request is 20 working days.

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- The customer can provide the necessary readings by phone or email.
- The company believes that the customer's non-return to sewer allowance has been applied appropriately.

The customer's comments on the company's response are that:

- He has been regularly supplying main meter and sub meter readings to the company.
- Until 28 August 2018 he could only do this once a bill had arrived, as he did not know when the bills would be generated.
- The problem is the time the company and the wholesaler take to sort out his bill, combined with non-payment letters and phone calls that he receives while waiting for the corrected bill to be produced.
- The process takes an average of 3 months, in one case 6 months.
- He suggests that the company place his account on hold until a corrected bill has been generated.

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?

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1. While the customer has previously complained to the company regarding the calculation of his return to sewer charges, the present claim focuses not on the amounts being charged, but on the process used by the company to calculate his correct bill, including application of his non-return to sewer allowance.
2. The company has laid out a clear rationale for the approach that has been adopted in calculation of non-return to sewer allowances, and while it would no doubt be possible for a more efficient procedure to be used, the procedure described by the company is not so inefficient that it can reasonably be described as involving a failure by the company to provide its services to the customer to the standard reasonably expected by the average person.
3. While the company acknowledges that the process does involve delays, it emphasises that the customer can supply the necessary readings in advance of his bill being generated, thereby maximising the likelihood that his bill would be correct when generated, incorporating the appropriate non-return to sewer allowance. I find that this process satisfactorily allows customers to avoid delays in the delivery of correct bills.
4. The customer has acknowledged that since August 2018 he has had the ability to provide the company with his meter readings in advance of his bill being generated, as he was at that time provided with information on when the company generates his bills.
5. I find, therefore, that in terms of the process used by the company for calculating the customer's bills, the company is supplying its services to the customer to the standard to be reasonably expected by the average person.
6. In his comments on the company's Defence, the customer has argued that although he has been supplying the required readings to the company, it nonetheless takes the company 3 months or longer to generate a corrected bill, even though his bills are produced every 3 months. Despite having provided his readings to the company, the customer nonetheless receives collection letters and phone calls from the company while he is waiting for his corrected bill to be produced.
7. The delays described by the customer could constitute a failure by the company to provide its services to the customer to the standard to be reasonably expected by the average person, particularly when combined with the collection actions undertaken by the company. This might

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entitle the customer to compensation for any inconvenience or distress he experienced as a result of this combination of extensive delays in the production of a corrected bill and collection actions while he is waiting on this bill.

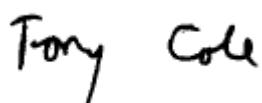
8. However, the customer raised these specific facts in his comments on the company's Defence, rather than in his Application, and so any such claim would not fall within the boundaries of the customer's present claim. In addition, because the specific facts in question were raised by the customer in his comments on the company's Defence, the company has not had an opportunity to respond to the customer's statements. Moreover, because he only raised these issues in his comments on the company's Defence, the customer has not produced evidence sufficient to establish that delays of this length have been occurring, combined with collection attempts by the company.
9. Finally, the customer has not claimed compensation in his Application for distress and/or inconvenience experienced due to the delays in corrected bills being generated, combined with collection attempts by the company. However, under Rule 6.3 of the Water Redress Scheme Rules, an adjudicator may only award remedies "which have been requested by the customer in the application form".
10. Consequently, a claim of the nature described in the customer's comments on the company's Defence does not fall within the scope of the customer's current Application, and if the customer has a valid claim in this respect, it will need to be brought in a separate Application, supported by evidence of the facts that the customer has alleged.
11. For the reasons given above, the customer's 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 31 May 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.
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Tony Cole, FCIArb

Adjudicator