

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1433

Date of Decision: 24 October 2019

Complaint

The customer's claim is the water meter installed at her property as part of the company's free domestic metering scheme shows excessive usage not in line with her actual usage. Once this issue was raised with the company it provided poor customer service which has led to further wasted time, inconvenience and distress. The customer is seeking for the water meter to be removed.

Defence

The company states that the customer's water meter and supply were correct for the customer's property and she was not on a joint supply. Over a 12-month period the customer's meter showed consistent usage and no leaks were found, accordingly, the customer's water meter accurately reflects the customer's usage. Furthermore, the requirement to leave the meter in place is part of the company's free domestic metering scheme which is in line with the company's Charges Scheme. However, the meter can be disconnected and the customer's charges reverting to unmetered charges within the first two years of the meter being fitted. The company has not made any further offers of settlement.

Findings

I am satisfied the evidence points to the fact the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the water meter at the customer's property. The reasons and evidence provided by the customer are not sufficient to justify her claim that the company remove her water meter. Furthermore, I am satisfied there have been no failings with regard to customer service.

Outcome

The company needs to take no following further action.

The customer must reply by 20 November 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1433

Date of Decision: 24 October 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The water meter installed at her property as part of the company's free domestic metering scheme shows excessive usage not in line with her actual usage.
- Once this issue was raised with the company it provided poor customer service which has led to further wasted time, inconvenience and distress.
- The customer is seeking for the water meter to be removed.

The company's response is that:

- The customer's water meter and supply were correct for the customer's property and she was not on a joint supply.
- Over a 12-month period the customer's meter showed consistent usage and no leaks were found. Accordingly, the customer's water meter accurately reflects the customer's usage.
- Furthermore, the requirement to leave the meter in place is part of the company's free domestic metering scheme which is in line with the company's Charges Scheme.
- However, the meter can be disconnected and the customer's charges reverting to unmetered charges within the first two years of the meter being fitted.
- Therefore, the company submits it is not liable to remove the customer's meter.

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.

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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 remove the customer's water meter. The company is required to meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
2. 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 (GSS).
3. The evidence shows the customer contacted the company on 13 October 2017 and agreed to be charged for water and sewage services on a measured basis. As evidenced by the company's call notes and set out in the company's free domestic metering scheme terms and conditions, the customer was informed that if she changed her mind about the meter within the first two years of operation, she could choose to have the meter disconnected and she would then revert back to unmetered charges. The customer contacted the company on 3 November 2017 querying her monthly payments. The company advised that the payments were based on the average for two occupiers, however, the company would adjust the payments if it was found that the customer was using more or less than the average. On 8 February 2018, the customer raised concerns about the payments and the company visited the property on 15 February 2018 to check the meter and water supply. The evidence shows that a letter was sent to the customer on 16 February 2018 confirming that no errors were found with the meter and no leaks were detected with the customer's water supply. On 6 August 2018, the customer once again contacted the company to discuss the metered charges compared to the unmetered charges.

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The company states at this time the metered charges were lower than the unmetered charges. The company advised the customer to continue payments on the metered account until October 2018 when a 12-month comparison could be made. On 26 October 2018, the customer contacted the company querying the monthly charges and stating that she would do her own tests to confirm that she was not on a joint supply and had no leaks. On 29 November 2018, the customer once again contacted the company stating that she thought the meter was faulty. The company advised that the meter showed the consumption to be consistent over the previous 12 months, however, it was slightly higher than what the company would have expected for two occupants. The evidence shows that the company then undertook further investigations into whether the meter was faulty and was of the view that no faults existed with the meter and no leaks existed on the water supply. On 17 December 2018, the customer requested that the meter be removed despite the fact that no leaks had been found. The company advised the customer that the meter could be disconnected, but not removed, as set out in its correspondence to the customer before the meter installed in October 2017. The customer stated the company had not advised her that the meter could be disconnected, but not removed. Various correspondence then took place between the parties concerning whether the customer was informed that the meter could not be removed resulting in the company maintaining that they were unable to remove the meter. The company states in its defence that in accordance with its 2017/18 Charges Scheme the meter shall remain in position and following any change in occupier of the premises the new occupier will be charged on a metered basis. The customer was unhappy with the company's position and, on 15 August 2019, the customer commenced the WATRS adjudication.

4. With regard to the customer's comments that the water meter installed at her property as part of the company's free domestic metering scheme shows excessive usage not in line with her actual usage. The company is required to meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a leak, the company needs to investigate fully if the company's assets are to blame and, if repairs are needed, make such repairs to prevent further leaks. The evidence shows that the company visited the customer's property on 15 February 2018 to check the meter and water supply. The evidence shows that a letter was sent to the customer on 16 February 2018 confirming that no errors were found with the meter and no leaks were detected with the customer's water supply. Furthermore, in November 2018 the company advised the customer that the meter showed the consumption to be consistent over the previous 12 months. The readings were found to be slightly higher than what the company would have expected for

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two occupants, however, after further investigation no leaks or errors with the meter were found. 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 investigating any leaks or errors with the customer's water meter.

5. With regard to the customer's comments that she was not informed when requesting to be charged on a metered basis that the meter could not be removed. On review of the customer call notes dated 13 October 2017, I find that there is no mention that the meter could not be removed or that it could be disconnected within two years and the customer revert to meter charges. However, I do note that the company's free domestic metering scheme terms and conditions in appendix B of the company's defence state "*If you change your mind about having a meter, you can switch back within 2 years if a meter doesn't work for you. If new people move into your property, they'll be billed on the meter*"; whilst the company's 2017/18 Charges Scheme states "*The meter shall remain in position and following any change in occupier of the premises they shall be charged on a metered basis*". The company states that within its telephone call on 13 October 2017 it followed its normal domestic metering scheme telephone application process which included explaining the terms and conditions of switching to a meter to the customer and during this application process customers are also informed that if they change their mind about having a meter, they can switch back to unmetered charges within 2 years and if new people move into the property they will be billed on the meter. In light of above and on the balance of evidence, I find it has not been proven by the customer that the company failed to inform her that that the meter could not be removed. However, if requested by the customer before the expiry date the company shall disconnect the customer's meter and revert the customer back to her original unmetered charges. Accordingly, I find that the company need not remove the customer's meter.
6. The company has certain obligations in respect of its customer services. From the evidence provided I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons why it could not remove the meter and why the customer's charges were correct.
7. 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 water, 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 needs to no further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 20 November 2019 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.



**Mark Ledger FCI Arb
Adjudicator**