

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1819 – Metering – Problems with metered & unmeasured bills

Date of Decision: 7 April 2020

Complaint

The customer's claim is the company refused to relocate the customer's smart meter to the front of his property so that accurate actual readings could be taken as the estimated readings on his account did not reflect the customer's actual consumption, which in turn led to an increase in his monthly payments. The customer is seeking the company to relocate his meter to the front of his property without charge and provide accurate bills based on actual readings not estimates.

Defence

The company admits it failed to obtain actual readings due to the poor signal strength from the meter and it should have identified this sooner, and in acknowledgment of this, has credited the customer the sum of £190.95. The company states it has now completed the necessary work to rectify the issue and it is now able to take remote readings from the meter's original position at the rear of the property, so there is no requirement for the meter to be moved. The company states that it will monitor the customer's measured account moving forward to ensure that it's recording accurate readings. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows that it 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 relocating the meter and invoicing on an estimated reading. Furthermore, I am satisfied there have been no failings in respect of customer service as the company has provided a good level of service at all times throughout its dialogue with the customer.

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.

www.WATRS.org | applications@watrs.org

Outcome

The company needs to take no further action.

The customer must reply by xx May 2020 to accept or reject this decision.

ADJUDICATOR'S DECISION **Adjudication Reference: WAT/ESK/1819**

Date of Decision: 7 April 2020

Party Details

Customer: Customer

Company: XWater

Case Outline

The customer's complaint is that:

- The company refused to relocate the smart meter to the front of his property so that accurate actual readings could be taken.
- Had the company relocated the meter to the front of his property, then actual reading could have been taken sooner which in turn would have reduced his monthly payments.
- The customer is seeking the company to relocate his meter to the front of his property without charge and provide accurate bills based on actual readings not estimates.

The company's response is that:

- The company admits it failed to obtain actual readings due to poor signal strength from the meter and it should have identified this sooner. In acknowledgment of this, the company has credited the customer the sum of £190.95.
- The company states it has now completed the necessary work to rectify the issue and it is now able to take remote readings from the meter's original position at the rear of the property, so there is no requirement for the meter to be moved.
- The company states that it will monitor the customer's measured account moving forward to ensure that it's recording accurate readings.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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.

www.WATRS.org | applications@watrs.org

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 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. Please note that if I have not referred to a particular document or matter specifically, this does not mean I have not considered it in reaching my decision.

How was this decision reached?

1. The dispute centres on whether the company should relocate the customer's water meter from its original position at the rear of the property to the front. 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 that in April 2019, the customer contacted the company querying the increase of his monthly payment plan. The company investigated matters and found that the customer's previous payments had previously been set too low due to his previous bills being based on estimated readings which proved to be lower than his normal usage. The company states that as the payments were not previously set at a level which would clear the actual charges, the payments increased, largely due to a balance brought forward at that time of £62.35. The company states that within its correspondence and as a gesture of goodwill, it waived the balance of £62.35 and set the monthly payments at a level that would allow the customer to clear in the six-monthly charges, based upon the actual readings taken.
4. On 29 June 2019, a company's technician attended the customer's property and found that no signal from the remote reading device fitted to the customer's meter could be picked up. This was due to the fact that the customer's water meter was fitted within his back garden due to the

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.

www.WATRS.org | applications@watrs.org

location of the supply pipe and the meter was set too low. The technician raised the height of the meter which improved the signal to 40% which enable the company to take remote reading going forward. The evidence shows that the company explained to the customer that an internal meter could be fitted at no charge which could potentially further increase the signal strength, however the evidence shows that this option was declined by the customer.

5. On 5 August 2019, the company took an actual reading and applied a further goodwill payment applied to ensure it was able to start afresh with a zero balance. On 9 August 2019, the company wrote to the customer explaining how it calculated his bills and the steps taken to ensure an accurate reading going forward. The customer remained unhappy with the company's explanation and requested that the company relocate the meter to the front of his property so it can easily be read and accurate bills be produced on actual readings.
6. On 27 August 2019, the company responded to the customer explaining further the different calculations used with regard to the estimated readings previous taken and that it would be unable to move the meter to the front of his property without charge. The customer disputed the company's position and in October 2019 escalated the complaint to the Consumer Council for Water (CCW) to resolve. The result of the CCW investigation was that the company was unable to relocate the customer's meter without charge and that the monthly payments being made by the customer was based on actual readings and not estimates. The customer remained unhappy with CCW's findings and on 15 February 2020 escalated the complaint to the Water Redress Scheme for adjudication.
7. With regard to the customer's comments that the water meter installed at his property should be relocated to the front of his property without charge. The company is required to meet the standards set out in the Water Industry Act 1991 and the Water (Meters) Regulations 1988. The combined effect of these is that the company is able to decide the location of; and install the meter anywhere on the customer's premises, including inside the customer's property. Under section 5 of the Water (Meters) Regulations 1988 paragraphs (3) and (4), the customer needs to submit a request in writing, setting out the reasons for the request for the meter to be moved and under paragraphs (5) and (6), the company can either agree (subject to the company's costs being paid) or refuse the request. The evidence shows that a letter was sent to the customer on 27 August 2019 explaining the company's reasons for the refusal, unless the customer would pay for the costs of the relocation of the meter.

8. I understand from the evidence that the costs would be considerable, due to the fact that as there is no water supply pipe currently in situ to the front of the property to connect a meter to. For a water meter to be installed to the front of the customer's property, the customer's current supply which is connected to a shared private supply pipe which runs to the rear of his property must be disconnected and a new independent supply to the company's assets installed. Furthermore, I understand that since the works undertaken in June 2019 to raise the meter, the company is able to use its remote reading device to provide accurate actual readings, so in theory there is no need for the meter to be moved at all in respect of gathering actual meter readings. In light of above, I find that the company is under no obligation to relocate the customer meter to the front of the property. If the customer wishes the meter to be relocated, then he is obliged to pay the cost of such relocation. Accordingly, I find that it 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 investigation into and the relocation of the customer's meter.
9. With regard to the customer's comments that the calculation of his charges were based on estimated readings rather than actual readings. As above, since the works undertaken in June 2019 to raise the meter the company is able to use its remote reading device to provide accurate actual readings. I understand that if a customer is invoiced on an estimated reading then the account is adjusted once an actual reading takes place to reflect the actual reading. The evidence shows that where the company based its previous readings on estimated readings these have been adjusted and credits applied to the customer's account to ensure that the customer was not disadvantaged by having his initial readings as estimates. Therefore, the customer has not lost out due to being invoiced on an estimated reading. I note that the company admits it failed to obtain actual readings due to poor signal strength from the meter and it should have identified this sooner. I also note that in acknowledgment of this failing the company has credited the customer the sum of £190.95. In light of above, I find that I am satisfied there have been no failings with regard to the customer being billed on estimated readings rather than actual readings, which the customer has not already been adequately compensated for.
10. 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 relocate the meter without charge and why the customer's charges were correct.
11. 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

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.

regard to relocating the meter and invoicing on an estimated reading, 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 in respect of customer service as the company has provided a good level of service at all times throughout its dialogue with the customer.

Outcome

The company needs to take no further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by xx May 2020 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**