

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1274

Date of Decision: 27 March 2019

Complaint

The customer states that the company is not providing information on the basis of which he can be sure that he is being billed correctly. He requests that a clear statement of the sub-meter readings be included on his bill. In the alternative, he requests that his bill state the date of the latest actual (i.e. non-estimated) reading of the sub-meter that the company has obtained. He also requests that the company be asked to improve its customer service processes.

Defence

The company states that it cannot provide the customer with the information he seeks due to data protection concerns relating to his neighbours. No offer of settlement has been made.

Findings

I find that the company has provided its services to the customer to the standard to be reasonably expected by the average person, as it has properly acknowledged when failings have occurred and has provided appropriate levels of compensation.

Outcome

The company does not need to take any further action.

The customer must reply by 24 April 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1274

Date of Decision: 27 March 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- He does not currently receive an accurate bill at regular intervals.
- The company produces a bill for his property by deducting the reading from a sub-meter on a neighbouring property from his own meter reading.
- Prior to the opening of the water market this arrangement worked effectively, as both properties were billed by the same company.
- Since the opening of the water market, the two properties are billed by separate companies, as the customer uses the property as a holiday let, making his account a non-domestic account. His neighbours have a domestic account.
- The customer states that his bills contain inadequate detail, and do not allow him to ensure that he is being billed correctly.
- He requests that a clear statement of the sub-meter readings be included on his bill. In the alternative, he requests that his bill state the date of the latest actual (i.e. non-estimated) reading of the sub-meter that the company has obtained. He also requests that the company be asked to improve its customer service processes.

The company's response is that:

- It is unable to provide the customer with the information he requests due to data protection concerns, as the information in question is personal data of his neighbours.
- It has ensured that the customer's bills are accurate.

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- It has already paid the customer compensation of £110.00 for specific customer service failings.

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?

1. The customer argues that since the company took over his account, upon the opening of the water market, he has not received regular accurate information on the billing of his property. This is because the customer's bill is calculated by deducting a reading from a sub-meter that measures the water used by the customer's neighbor from the customer's reading. However, the customer states that the company will not supply him with clear information on the readings from this sub-meter, as it argues that data protection rules prevent the disclosure of this information.
2. Given the difficulties the customer has experienced with receiving an accurate bill from the company, it is understandable that he has concerns about the accuracy of his future bills. Nonetheless, I accept that the company has legitimate grounds on which to refuse to disclose readings taken from his neighbours' meter, unless their consent has been obtained.

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3. The customer makes the entirely reasonable point that the means by which the company has chosen to present his bills actually discloses this information anyway, as it presents both his original reading and the amount for which he is being billed – the difference clearly being the amount used by his neighbours. However, at most this might provide a justification for the company to further limit the information it includes on the customer’s bill, so as to protect the personal data of his neighbours. It would not provide a justification for ignoring the right of his neighbours not to have their personal data disclosed without their consent.
4. The customer also argues that his obligations under the contract he has with the company justify the disclosure of the information he seeks, as necessary to perform that contract. However, the clause upon which the customer relies does not make him “responsible for the pipework and water quality downstream of the main meter”, as he states, but rather obligates him to take steps specified by the company in the interest of preventing water contamination. The customer has not explained how knowing the readings from his neighbours’ water meter will help him fulfil this obligation, and I find that it would not.
5. Ultimately, the company must be expected to provide information sufficient to allow the customer to monitor the accuracy of his billing. However, I find that the information currently included on the customer’s bill meets this requirement. Just as a customer with a single-user water meter can only monitor the accuracy of her billing by examining the month-to-month consistency of her bill, and by examining whether variations in her bill match variations in her own water usage, so the customer is being placed by the company in the same position, as he is indeed being provided by the company with information on his own water usage. The customer may have concerns that the company will make an error in its subtraction of the water usage recorded by the sub-meter from his own bill, but such an error would reveal itself in an unexpected and unjustified variation in the customer’s own reported water usage.
6. As a result, while the customer’s experience with the bills he has received from the company make it understandable that he is concerned about the accuracy of his bills, the absence of the information that he requests does not place him in a worse position with respect to monitoring the accuracy of his bill than is the case of a regular customer with a single-user water meter.
7. Consequently, the customer’s request that sub-meter readings be included on his bill does not succeed.

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8. The customer also requests that his bill should state the date of the latest actual (i.e. non-estimated) reading of the sub-meter that the company has obtained.
9. I find that the same data protection concerns that prevent the company providing the customer with information on the readings of the sub-meter would also prevent the company providing the customer with information on when readings were taken, unless the consent of the customer's neighbours was obtained.
10. Of course, the personal data of the customer's neighbours relates to the date on which the sub-meter was read, not to the date on which the company received a reading of the sub-meter from [] Water. This is an important distinction because the documentation in this case makes clear that there have been ongoing difficulties in the company obtaining readings of the sub-meter from [] Water.
11. The Water Services Regulation Authority (Ofwat) expressly states that "If you have a water meter, it should be read at least once a year, and read by your water company at least once every two years." Importantly, this is an obligation to read the meter, for the purpose of billing, rather than an obligation to bill in a specific way. Nonetheless, I find that this also imposes on the company an obligation to make its best efforts to ensure that Ofwat's goal is met, namely of ensuring that customers with water meters are billed on the basis of actual meter readings with the regularity described by Ofwat.
12. However, Ofwat imposes on the company an obligation to produce a regular bill based on actual meter readings, not an obligation to inform the customer of the date on which a meter reading was obtained.
13. It might constitute good customer service, given the customer's specific situation, were the company to confirm to the customer, when requested, the date on which it last received from [] Water an actual reading of the sub-meter, rather than the date on which the sub-meter reading was taken. This would allow the customer to monitor the length of time since his bill has been calculated on the basis of an actual reading of the sub-meter, while not disclosing his neighbours' personal data. However, it would be a matter of customer service, rather than legal obligation. As a result, this is not something that the company can be ordered to do in this decision.

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14. Consequently, this element of the customer's claim does not succeed.
15. The customer also requests that the company be asked to improve its customer service processes.
16. However, the WATRS Scheme offers individual redress and so this decision can only address the specific customer service experienced by the customer.
17. It is clear that the customer has suffered some customer service failings, however I acknowledge that the company has already made compensation payments to the customer for these failings. In addition, the record also shows that there have been examples of excellent customer service provided to the customer by the company.
18. As a result, I find that the company has overall not failed to provide its services to the customer to the standard to be reasonably expected by the average person, as it has properly acknowledged when failings have occurred and has provided appropriate levels of compensation.
19. Consequently, this element of the customer's claim does not succeed.
20. 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 24 April 2019 to accept or reject this decision.

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- 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.
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Tony Cole

Tony Cole, FCI Arb

Adjudicator

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