

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1284

Date of Decision: 6 March 2019

Complaint

The customer's complaints against the company relate to its handling of her account (in particular, the customer raises concerns regarding the company's billing of her account).

Defence

The company appreciates that the circumstances of the customer's account are complex. However, it indicates that it has taken appropriate action in response to the issues raised and does not accept any further liability for the customer's claims for redress.

Findings

Overall, I am satisfied that the company's actions in response to the issues raised by the customer were fair and reasonable. I am not satisfied that there are any unresolved material failures on the part of the company to provide its services 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 3 April 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1284

Date of Decision: 6 March 2019

Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- Her complaints to the company began with its delay in providing her first bill (she states that this took almost a year).
- She also states that this bill will was very high and she does not feel it was transparent and/or accurate.
- The company then sent the customer a credit invoice. However, she feels that the company did not provide a clear explanation for this.
- The customer states that she then had various issues with her billing until the last bill in December 2018 that she states "was solely concerned with a fictional water leak". The customer states that she does not accept this.
- The customer states that she does not have confidence in the accuracy of the bills provided by the company.
- The customer also states that the special circumstances/complications of having one water meter supplying two separate properties have been largely ignored by the company. Furthermore, she submits that there are also problems with the fact that her account is a business account whilst her neighbour is a domestic. The customer blames the company for this.
- The customer submits that she should be classed as a domestic customer and not a business customer.

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- The customer is now claiming for the company to: change the name of the account to “executrix of the estate of the late [] dec’d”; for the supplier to take meter readings quarterly and submit quarterly bills; for the supplier to reconsider its categorisation of her account as a business account and change it to a domestic account; for the supplier to issue a credit note of £1903.92; issue a new bill covering 10 March 2017 to 5 October 2018 based on a domestic user tariff of 10m³ per quarter; and to pay the customer £500.00 for the stress and inconvenience of having to prove her case.

The company’s response is that:

- Following the change in the water market (when retail/domestic water services were split), the customer’s account was transferred to the company on 1 April 2017. The company accepts that it encountered problems invoicing accounts that were part of a meter network (such as the customer’s account) and this caused delays in issuing the first invoices. The company confirms that it provided the customer’s first bill on 19 February 2018.
- The company explains that the customer’s account is on a meter network. This means that the customer’s account (Green Box) is connected to a master meter. This master meter is also connected to a sub-meter that serves a third-party domestic user. Therefore, the customer’s water usage is calculated by taking the amount recorded on the master meter, less the amount recorded by the sub-meter.
- The customer’s first bill was £2418.97. The company accepts that the customer queried this (as her normal water usage was £230.00 per quarter). Following investigation, the company confirmed that the sub-meter had recorded more usage than had been estimated. Therefore, the bill was recalculated and the correct sum payable was found to be £973.63. This averaged £243.00 per quarter (in line with the customer’s normal usage).
- The company accepts that the similar issues occurred subsequently as a result of estimated charges on the sub-meter. However, it explains that the sub-meter is read by a different company (RST Water) and the company is therefore dependent on getting readings from them. However, the company explains that it has correctly amended the customer’s bill whenever it has obtained the actual readings from the sub-meter.
- The company confirms that it has reversed all invoices on the account and produced a new invoice to cover the full invoicing period from 10 March 2017 to 5 October 2018.
- The company states that the account has always been in the name of Green Box and there has only been one authorised person on the account, Mrs A Brown (there is no information relating to an [] Brown).

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- The company states that it is a non-household retailer and it is therefore unable to charge domestic unit rates. Furthermore, it has not previously been informed that the water consumption on the customer's account is for domestic use. It would be between RST Water (the domestic water provider) and the customer to start a domestic account. However, the company confirms that it will take all necessary action required if the account is de-registered from the non-household water market.
- The company acknowledges the customer's request for quarterly readings and invoices. The company states that as part of the non-household market code it endeavours to obtain readings twice a year and it has met this obligation. Additional readings can be obtained but these will be chargeable. It is unable to provide advice regarding RST Water's domestic water supply policies (should the customer's account be de-registered from the non-household market).
- The company accepts that there was a delay in providing one of its responses to the customer and it also failed to respond to one of her e-mails. Accordingly, it provided the customer with the appropriate £20.00 GSS (Guaranteed Standards Scheme) payment.

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.

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How was this decision reached?

1. It is evident from her application that the customer's complaints relate to the company's handling of her account (in particular, the customer raises concerns regarding the company's billing of her account).
2. I draw attention to the fact that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. At this juncture, I find it prudent to remind the parties that it is entirely beyond the scope of this scheme to challenge and/or amend the company's set commercial practices/scheme of charges (WATRS rule 3.5 makes it expressly clear that the scheme cannot be used for disputes relating to the fairness of contract terms and/or commercial practices). Accordingly, I am unable to examine/address any substantive complaints about the fairness of the company's set commercial practices/scheme of charges. My remit as a WATRS adjudicator is limited to examining whether the company has correctly adhered to its set policies/practices and provided its services to the standard to be reasonably expected by the average person.
4. I acknowledge the customer's statement that her complaints against the company began with its delay in providing her first bill (she states that it took almost a year for the company to provide her first bill). I note the company accepts that (following the water industry's domestic/retail services split) it encountered problems invoicing accounts which were part of a meter network (such as the customer's account) and this caused delays in issuing the first invoices. The company confirms that the customer's account was transferred to it on 1 April 2017 and it provided the customer's first bill on 19 February 2018. I understand and appreciate the customer's position that there was a significant period (almost a year) before she received her first bill. However, upon review of the company's set scheme of charges, I note that it states *"Where the Eligible Premises is metered and activated for billing purposes, bills for the Services will be based upon meter readings or estimated meter readings and will be billed at intervals appropriate to the usage, at our discretion"*. I note the company's scheme of charges goes on to state that it is even entitled to bill the customer once every 12 months if it chooses to do so. Consequently, I am unable to conclude that the company billing the customer at intervals set at

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its own discretion (in line with its scheme of charges) amounts to a failure to provide its services to the standard to be reasonably expected by the average person.

5. In the interests of completeness, I draw attention to the fact that by virtue of section 142 of the Water Industry Act 1991, the company is entitled to set its own scheme of charges and charge its customers in accordance with that scheme of charges. Therefore, I am unable to conclude that the company has failed to provide its services to the standard to be reasonably expected by the average person by setting its own scheme of charges and billing the customer accordingly.
6. I note that the customer has raised complaints with regards to the company's billing of her account (as detailed in her submissions). Upon close review of all the evidence from the respective parties, I acknowledge that the customer is on a meter network and that her account (Green Box) is connected to a master meter. This master meter is also connected to a sub-meter that serves a third-party domestic user. The customer's water usage is calculated by taking the amount recorded on the master meter, less the amount recorded by the sub-meter. I note that the complexity of this billing process is further heightened by the fact that the customer's account is a business account, the third-party's is a domestic account and their services are provided by different suppliers. In addition, the company is reliant on receiving sub-meter readings from the third-party's supplier in order to accurately calculate the customer's bill. However, the company is able to use estimated readings to calculate the customer's bills until it receives actual meter readings (at which point the customer's bills are recalculated to actual usage and new amended bills are issued). I understand and appreciate the customer's position that this billing process is complex and impractical. However, following examination of all the evidence available, I am unable to conclude that the company's actions fall out of line with its set scheme of charges. To the contrary, I note that the company's scheme of charges make it clear that the company is entitled to generate bills based on estimated usage and to make retrospective corrective adjustments subsequently. Accordingly, I am unable to conclude that the company's billing actions in this regard amount to a failure (contractual or otherwise) to provide its services to the standard to be reasonably expected.
7. Notwithstanding the above, I note that the company has confirmed that it has already reversed all invoices on the account and produced a new invoice to cover the full invoicing period from 10 March 2017 to 5 October 2018.

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8. Turning to a review of the communications between the parties in relation to this dispute, whilst I appreciate the complex circumstances of the customer's account and its billing, I find that, overall, the company provided fair and reasonable responses and explanations to the customer's queries. During the course of the communications between the parties, I acknowledge that there appears to have been some confusion on the part of the company regarding the correct location of a previous leak on the meter network. However, I note that this issue appears to have been corrected by the company by the time of the CCWater review (where it accepted that the leak was actually on the neighbour's sub-meter). Whilst I accept that this issue may have caused a degree of confusion for the customer, bearing in mind the actual nature and context of this oversight, I am not satisfied that any material detriment was caused to warrant the elements of redress being claimed. I acknowledge that the company accepts that it did respond late to the customer on one occasion and also failed to respond to one of the customer's e-mails. It therefore took appropriate remedial action and provided the customer with a GSS payment of £20.00. I am satisfied that this remedial action was fair and reasonable. In light of all the above, I do not find that there are any unresolved material failures on the part of the company. I am mindful that this finding is also supported by CCWater's conclusion that all questions and recommendations have been appropriately answered by the company.
9. I accept the company's position that it is a non-household retailer and it is therefore unable to charge domestic unit rates. Furthermore, I accept that if the customer wishes to re-register her account as a domestic account with RST Water (a third-party domestic water provider), this would be a matter between RST water and the customer. In addition, following review of all the evidence provided, I find no obligation (contractual or otherwise) on the part of the company to provide quarterly meter readings and invoices. Furthermore, I note that the company has explained that the customer's account has always been in the name of Green Box (a business account) and the applicant is the only authorised person on the account. I find no substantive evidence to the contrary. Accordingly, I am not satisfied that the company has failed to provide its services to the standard to be reasonably expected by the average person in relation to these matters.
10. Following a full review of all the evidence available to me, in the absence of any unresolved failures on the part of the company, I am unable to uphold the customer's claims for redress. This concludes the WATRS stage of the customer's complaint. The customer is not obliged to accept this decision and is free to pursue resolution through all avenues as available to her.

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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 3 April 2019 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.



E. Higashi LLB (Hons), PGDip (LPC), MCI Arb.

Adjudicator

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