

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0794

Date of Decision: 10 July 2018

Complaint

The customer believes that her water bills from 2013 to 2017 were too high. She attributes her high bills to a faulty water meter and says she has consequently overpaid for her water. The customer submits she has calculated that the company owes her a £2421.03 refund. Further, the customer claims £637.50 in compensation for time spent dealing with this matter. Therefore, the customer seeks a total of £3038.53 from the company (with interest).

Defence

The company submits that, in its capacity as the customer's water retailer, it has correctly pursued the customer's concerns with the wholesaler (who was the customer's water provider from 2013 to April 2017). It confirmed that the customer's water meter was examined and found to be faulty but that it had actually been under-recording the customer's water usage. As such, it was concluded that no refund was due to the customer. The company states that it replaced the customer's water meter in December 2017 in response to her complaints but that it did not offer a refund for the April to December 2017 period, as no refund was due on the basis that the faulty meter had been under-recording her water usage. Nonetheless, it offered her various options to help record/check her water usage going forward. These were declined. The company accepts that as a result of having to wait for responses from the wholesaler, it failed to meet some of its customer service requirements. It has therefore apologised and paid the customer the appropriate GSS (Guaranteed Standards Scheme) payments of £40.00 for the customer service failures. The company accepts no liability for the redress claimed but has offered additional meter readings in 2018 to reassure the customer.

Findings

With the exception of the customer service failures for which the company has apologised and provided the appropriate GSS payments to the customer, I am not satisfied that the company has committed any further material failures to provide its services to the standard to be reasonably expected by the average person. I find no substantive evidence that proves the customer overpaid for her water and is therefore owed a refund or due the compensation claimed.

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Outcome

The company does not need to take any further action.

The customer must reply by 7 August 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- Her water bills from 2013 to 2017 were too high and that she overpaid for water.
- She believes that this was because the water meter installed in March 2013 was faulty and she asserts that both her plumber and a water meter expert confirmed this.
- As a result of the customer's complaints relating to the 2013 to 2017 water charges, the company agreed to replace her water meter again in December 2017 (leading to her current/third water meter) and to raise the matter with the wholesaler (who was the customer's water provider from 2013 to April 2017) but that it now maintains that she was not overcharged.
- The customer accepts that the company has provided her with £40.00 for customer service failures on its part.
- Furthermore, the customer agrees that the company has offered a number of actions to check/record the customer's water usage going forward.
- The customer submits that she has calculated that she was overcharged by £2421.03. The customer also claims £637.50 in compensation for her time spent in dealing with this matter. Therefore, the customer seeks a total of £3038.53 from the company (with interest).

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The company's response is that:

- The company states it became the customer's water retailer when the non-household water market opened in April 2017.
- The customer's complaint relates to water charges measured through her water meter from 2013 to 2017 (a period where the wholesaler was the customer's water provider for the most part).
- The company accepts that, as the customer's water retailer, it is responsible for billing, arranging meter reads and handling customer service for water consumption, which includes applying to the wholesaler for historic data and information prior to the opening of the Non-Household Market in April 2017. However, it rejects any assertion that it is responsible for water charges imposed by the customer's previous supplier (the wholesaler) before it became the customer's water retailer.
- The company submits that it has chased this matter up with the wholesaler, and following investigation, the wholesaler confirmed that the customer's water meter had in fact been under-recording the customer's water usage. Accordingly, the wholesaler concluded that the customer was not due a refund.
- The company submits that this was conveyed to the customer but she rejected the finding and continued to maintain that she had been overcharged.
- The company states that, in response to the customer's complaints, it replaced her water meter in December 2017 and is now charging her based on the readings from this meter.
- The company submits that in order to aid the customer going forward, it has offered to take various actions to check/record the customer's water usage. However, the customer has rejected these offers. It has nonetheless offered additional meter readings in 2018 to reassure the customer.
- In light of all the above, the company submits that it is not obliged to provide the customer with the redress being claimed.

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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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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. It appears that the crux of this dispute lies with the customer's belief that her water bills from 2013 to 2017 were too high and that she has overpaid for water. The customer submits that she has calculated the company owes her a £2421.03 refund. Furthermore, the customer claims £637.50 to compensate her for time spent dealing with this matter. In total, the customer seeks £3038.53 from the company (with interest).
2. I remind the parties 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. It is not disputed that the customer's complaints relate to a period (2013 to 2017) when her water services were provided by the wholesaler (not the company) for the most part.
4. The company has accepted that, as the customer's water retailer, it is responsible for billing, arranging meter reads and handling customer service for water consumption, which includes applying to the wholesaler for historic data and information prior to the opening of the Non-Household Market in April 2017. Accordingly, I accept its submission that it is not directly responsible for the water charges imposed by the wholesaler before it became the customer's

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water retailer. However, as the customer's water retailer, I find that the company was obliged to pursue this matter with the wholesaler on the customer's behalf.

5. At this stage, I find it prudent to draw attention to the fact that, in accordance with the requirements of this scheme, I am unable to make any definitive decisions with regards to matters which relate directly to the wholesaler. This is because the wholesaler is not a party to this dispute. My remit in this regard is limited to determining whether the company met its obligations as a retailer (such as chasing the wholesaler in relation to this issue and conveying to the customer its responses).
6. Upon close examination of all the evidence provided by the parties, I am satisfied that the company did pursue the customer's complaint with the wholesaler on her behalf. I find that this is substantiated by the communicative exchanges between the company and the wholesaler. I can further see that while the wholesaler agreed with the customer's contention that the meter was faulty it actually concluded that the meter had been under-recording the customer's actual water usage. As such, the wholesaler responded to the company that no refund was due to the customer. I note that the company then explained the wholesaler's findings to the customer. Accordingly, I am satisfied that the company adequately discharged its obligation to chase the issue up with the wholesaler and report back to the customer.
7. As detailed above, it appears that after the wholesaler investigated the customer's suspicion that the meter was faulty, it was discovered that the fault had actually resulted in the customer's water usage being under-reported. While I recognise that it would have been difficult for the customer to provide evidence to challenge the wholesaler's conclusions, it is nevertheless for the customer to prove that she has been overcharged. In the absence of any substantive evidence to the contrary, I find that it appears the fault with the meter did not result in the customer being overcharged.
8. It is agreed between the parties that the company replaced the water meter in December 2017. However, in light of the responses from the wholesaler and the absence of any substantive evidence that proves the company had overcharged the customer for the April to December 2017 period when it was responsible for the customer's water charges, I am not objectively satisfied that the company has overcharged the customer or owes her any refund. I am mindful that the company offered to take various measures to assist the customer to check her water

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usage so that she can be reassured her bills from the company are correct. However, I note that the customer appears to have declined this offer. Under the circumstances, I am satisfied that the company's actions, as above, were reasonable and proportionate and met the standard to be reasonably expected by the average person.

9. I note that the company does not dispute that the customer's complaint has taken a long time to review and that, as a result, there have been some failures in relation to customer service provision (such as late responses to the customer's queries). However, I acknowledge the company's explanation that due to the nature of the complaint, it had no other option but to wait for responses/information from the wholesaler before responding to the customer and this contributed to a delay in responses. Nonetheless, I am mindful that the company has apologised and paid the customer the appropriate GSS payments for these issues. I am therefore satisfied that the company's actions in this regard were reasonable in light of the circumstances and that no further redress is due in this respect.
10. Accordingly, following review of the submissions provided, with the exception of the failures for which the company has already provided apologies and the appropriate GSS payments, I am not satisfied that any further failures on the part of the company to provide its services to the standard to be reasonably expected by the average person have been substantiated. Consequently, in the absence of any unresolved failures on the part of the company, I am unable to uphold the customer's claims for redress.

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 7 August 2018 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.

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- 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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