

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X114

Date of Decision: 10/03/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer says that she suffers from electromagnetic hypersensitivity and has refused to allow the company to install a Smart Meter in her home. She says that the company is insisting that eventually it will install a smart meter and that she has been bullied and harassed by the company.

She asks for an increase in the goodwill gesture of £50 to between £250 and £500 for the stress and inconvenience she has experienced.

Response

The company says that it has complied with the legislation and government advice regarding compulsory installation of meters. It says that it has satisfied all the requirements necessary to commence its Progressive Metering Programme. It denies that there is any evidence that the Smart Meters it will install causes harm.

It has paid £50 as a goodwill gesture to the customer as it accepts it could have dealt better with her calls in May 2020. It denies the allegations of harassment and bullying.

Findings

I find that there is no fault in the commencement of the metering programme. However, I find that the company did not take into account the customer's particular health concerns on foot of her complaint; I therefore find that the company failed to provide its customer service to a standard to be reasonably expected.

Outcome

The company needs to take the following further action:

Pay compensation of £50 to the customer.

That the company should carry out further actions, based on the doctor's request, to look at any alternatives with the customer. I shall set a timescale of three months from the date of acceptance of this decision for this to be carried out and for a final written response from the company.

The customer must reply by 07/04/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

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Date of Decision: 10/03/2021

Case Outline

The customer's complaint is that:

- She objects to the company's plans to install a Smart Meter "SM" at her residence, X Property. • She says that when she called the company to discuss her problems with the SM she was treated with discourtesy. • REMOVED • She says that this has caused her worry and stress over the last year since her first call with the company in May 2019. • She says that she has been refused an analogue meter and has been told that she will have to pay extra if she refuses an SM. • REMOVED • REMOVED • She asks for the company to increase the £50 goodwill gesture to between £250 and £500 for stress and inconvenience caused. In reply to the Company's response the customer states: • That the company has not referred to a number of calls that she made or conversations she had. • She says that she has been worrying about this matter for over a year.

The company's response is that:

- It has no record of any call relating to the installation of SMs in May 2019. • It says that it did receive a call in May 2020 and understands that the customer does not wish for an SM to be fitted due to her health concerns. • It says that it received emails from the customer about this matter. • The company says that it has legislative backing and full government approval for its compulsory metering. • It says that it has carried out a review of the customer's case and that it does not believe that the customer was billed as she claims. • The company says that it does accept that the call in May 2020 could have been handled better and that it has made a goodwill payment of £50 to the customer in recognition of this. • It says that it has evidenced the safety of SM installation. • It also highlights that it can levy a "no access charge" if installation is refused.

How is a WATRS decision reached?

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

- Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
- 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. This decision is based solely on the information provided to me by the parties and the relevant legislation and guidance.
2. For clarity, I note here that I do not intend to make a decision in this adjudication as to the health risks of Electro Magnetic Frequency and its use in Smart Metering. I find that this would be outside the scope of the WATRS scheme due to the medical and scientific complexities involved.
3. REMOVED
4. The company says that it has addressed the health concerns around the SM installations. It says that it has complied with legislation and is entitled to undertake compulsory metering, known as a "Progressive Metering Programme" ("PMP"). It denies that it has bullied the customer and states that it has paid £50 for shortfalls in service.
5. The customer says that she first called in May 2019 about her worries over the compulsory installation of a SM. The customer says that she noted this call in her diary but has no recording. The company says that its records have no note of this call. I do not find that it is vital to the main issue to decide which of the parties is correct. I do accept that the customer is sincere; however, it appears from the case papers that, in fact, she made a concerted effort to make her concerns clear from

May 2020 and that this is the relevant date for the complaints procedure. I note that the customer has stated that the company has omitted a number of calls; however, I have to take into account that these were not evidenced by the customer either and that the substance of her complaint is in the company's response to her worries and requests. Based on the evidence before me, I will therefore proceed on the basis that the company was aware of the customer's issues since May 2020. I do not find, based on the evidence before me, that it would be fair to hold the company responsible for matters relating to this complaint prior to May 2020.

6. The company has said that its actions in rolling out PMP have been carried out in accordance with the legislation and proper procedure. The customer's complaint does not allege otherwise and so I do not make any finding against the company about the manner in which it has made its decision to undertake a PMP.

7. The issue raised by the customer is that she has not been properly dealt with as an individual by the company. As I have stated in paragraph 2, I shall not be assessing the medical risks or health risks of SM. I shall address the manner in which the company responded to the customer's concerns and whether or not it provided its services to the customer to the standard to be reasonably expected by the average person.

8. The company has already accepted that the calls in May 2020 could have been handled in a better way and it has made a goodwill gesture of £50 to reflect this lack of service. However, it denies that there was any harassment or bullying of the customer. I have looked at all the evidence and I do not find that there is support for the allegation that the company deliberately upset or harassed the customer. I do accept that the customer felt under threat, but I find that, based on the evidence before me, this was due to her feeling that the company did not address her health concerns and not directly as a result of the actions of staff members. Therefore, I do not find any further fault in relation to the allegations of bullying and harassment.

9. I note that on the 20th August 2020 the customer's GP provided a letter of support for the customer. In this letter The Doctor states "This lady believes that she is suffering from electromagnetic hyper sensitivity and we would be very grateful if you were able to avoid having to put a smart meter in or around her house which causes her distress as described above. If there is any alternative at all we are very grateful as this would certainly help her with her medical symptoms." Again, I am concerned here to distinguish between the medical and scientific analysis of the customer's health conditions in relation to SM and WiFi as opposed to the customer service she received from the company. I am only concerned with the latter in this decision. I do not consider it important that the doctor states what the patient "believes" to be her condition. I find that the doctor is clearly concerned for the overall medical health of her patient and has asked for

this to be considered by the company.

10. The Defence document from the company was received on the 22nd September 2020 and the letter from the doctor was in the customer's application to WATRS. The company was aware that it formed part of this application. From the evidence supplied in the Defence documentation it does not appear that the doctor's concerns have been addressed in the defence. The company cannot be assessed on its treatment of this information during this adjudication process as I am only dealing with information that the company had before the claim was started.

11. I find that the doctor's letter supports the customer in that it indicates a professional medical concern for the customer's wellbeing in relation to the service that is being provided by the company. In particular, the letter asks that "any alternatives" to the SM should be considered.

12. Based on the evidence presented to me I cannot see that the company has addressed the individual concerns of the customer as to the effect of the proposed installation of a SM at her Property. Although the company did not have the doctor's letter of support prior to the adjudication process it was made aware, according to the evidence sent by the parties, that the customer was worried about her health. Whether or not the company found this worry supported by scientific research was not the point, the issue I am concerned with is how the company dealt with the customer's sincere concerns. . I further note that the company has indicated that it may be up to 10 years before the area in which the customer is living is subject to the PMP. This indicates that there would be sufficient time to explore possible alternatives to the problem. I find, based on the evidence provided, that in the way in which the company has treated the customer's health concerns it has failed to provide its services to the customer to the standard to be reasonably expected by the average person.

13. I take into account here that the company has gone to some trouble to indicate to me that the WiFi in the SM systems is not harmful. While I appreciate the efforts made by the company in this regard, as explained above, it is not within the scope of this adjudication to make that judgement. Likewise, I have read the letters from the customer to the company indicating her understanding that WiFi is dangerous; however, again, this is not the matter on which I am basing my decision.

14. I have referred to the legislation and OFWAT guidance on the installation of meters under a compulsory scheme or PMP. I consider that the company has shown that it may undertake the PMP that it has planned and that it has complied with the relevant legislation in beginning such a scheme. I also note that the legislation and guidance does not refer to SM installation but meters and that these

can be either SM or analogue meters. If the company is using SM technology, then it is legally acceptable for them to offer the customer this type of metering. There does not appear to be anything in the legislation that requires a company to offer analogue meters as an option, just as there is nothing in the legislation requiring them to install SM only. For clarity, I also note that the company cannot enforce entrance to carry out an installation of a meter in the customer's Property if she refuses. (In this case the company could consider the Property to be "unmeterable" which I shall address later in this decision.) In relation to the company's decision to roll out a PMP I do not find that, on the evidence supplied, it is at fault in the way in which it has made this decision in relation to its provision of services.

15. The company has stated in its correspondence dated 4th June 2020 that if the customer refuses a meter it will apply a "no access charge" ("NAC"). In this correspondence the company states: "If, when SMP comes to your street, installation is refused, we can apply a fixed annual charge, called the 'no access charge'. This is an annual fee set to cover the cost of the water services to any home we're unable to meter due to a refusal. The current annual amount for this charge is £629.23. Although we are able to use the no access charge, this is not something we do lightly, and we prefer to work with you to arrange an installation of a water meter at your home." It is not clear from the company's defence what part of the legislation or guidance it is relying on for this assertion. I note that the customer objects to being charged in this way. I am not persuaded, based on the evidence before me, that the company has adequately addressed this issue so that the customer can understand its position in relation to the potential impact on the customer's water supply charges. In this respect I find that, based on the evidence supplied, the company falls short in its explanation of this charge to the customer and that this amounts to a customer service failing.

16. I find it again useful to emphasise that this decision is in no way a finding that the scientific concerns put forward by the customer or defended by the company are upheld. As I have explained this would be a matter for another forum where such complex issues could be aired. This adjudication is a finding that the company has failed in its customer service in the way in which it has dealt with the customer's complaint and her concerns.

17. I find that the company has failed to provide its service, specifically its customer service, to the standard to be reasonably expected by the average person. It follows that the customer's claim is successful in part.

18. Remedy. The customer asks for an increase of the goodwill gesture from £50 to between £250 and £500. I am satisfied that the company has already made a goodwill gesture to account for its earlier failing in the May 2020 calls. I find that a further sum of £50 for the failings I have noted in relation to the customer service

issues around the clarity of communication with the customer relating to the NAC charge and the apparent failing of the company in addressing the customer's health concerns. Here I do not refer to the scientific issues addressed by the company which I have found are out of the scope of the WATRS scheme, but rather the question of the customer's worry that her health is at risk.

19. I have decided to use my discretion in this case to direct the company to refer back to the customer in light of the request made in the doctor's letter produced during this adjudication process. I feel that it would be fair to give the company an opportunity to address the concerns raised by the doctor's intervention and explore possibilities with the customer directly. I must clarify here that this direction is not that the company has to undertake any particular course of action, but rather that it considers the concerns of the doctor in its decision-making process. I direct, therefore, that the company should carry out further actions, based on the doctor's request, to look at any alternatives with the customer. I shall set a timescale of three months from the date of the acceptance this decision for this to be carried out and for a final written response from the company.

Outcome

1. The company needs to take the following further action:

Pay compensation of £50 to the customer.

That the company should carry out further actions, based on the doctor's request, to look at any alternatives with the customer. I shall set a timescale of three months from the date of acceptance of this decision for this to be carried out and for a final written response from the company.

What happens next?

This adjudication decision is final and cannot be appealed or amended.

The customer must reply within 20 working days to accept or reject this final 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.

- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date in 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.

Adjudicator