

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX37

Date of Decision: 22/02/2021

Party Details

Customer: Customer

Company: XWater

Complaint

The customer claims that the company has failed to apply the actual meter reads to its bills despite the customer providing the actual meter readings. Furthermore, the company continues to bill him directly using his real name rather than the business name. Once these issues had been raised with the company, he endured poor customer service through his dialogue with the company, which led to inconvenience and distress. The customer is seeking the company to bill accurately using the meter reads provided, adjust the bill to reflect the length of time the business has been closed due to the pandemic and change the name on the account to the business name.

Response

The company says that the responsibility for updating the Central Market Operating System with meter reads and change of name is the customer's water retailer, which is (redacted). Once redacted had updated the Central Market Operating System with the reads, the customer's account was rebilled, and the company has removed £3,092.78 in back charges from the customer's account. However, the company cannot change the name on the account until redacted has updated the customer's information within the Central Market Operating System. The company accepts customer service failures concerning the delay in reviewing the customer's initial complaint. It has made a guaranteed standard of service payment of £20.00, and the company believes that no further sums are due. The company has not made any further offers of settlement.

Findings

I am satisfied that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning billing

and updating the customer's name on the account. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.



The company needs to take no further action.

The customer must reply by 22/03/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company has failed to apply the actual meter reads to its bills and COVID-19 Scheme despite the customer providing the actual meter readings. • Furthermore, the company continues to bill him directly using his real name rather than the business name. • Once these issues had been raised with the company, he endured poor customer service through his dialogue with the company, which led to inconvenience and distress. • The customer is seeking the company to bill accurately using the meter reads provided, adjust the bill to reflect the length of time the business has been closed due to the pandemic and change the name on the account to the business name.

The company's response is that:

- The responsibility for updating the Central Market Operating System with meter reads and change of name is the customer's water retailer, redacted. • Once redacted had updated the Central Market Operating System with the reads, the customer's account was rebilled, and the company has removed £3,092.78 in back charges from the customer's account. • However, the company cannot change the name on the account until redacted has updated the customer's information within the Central Market Operating System. • The company accepts customer service failures concerning the delay in reviewing the customer's initial complaint. It has made a guaranteed standard of service payment of £20.00, and the company believes that no further sums are due.

How is a WATRS decision reached?

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

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- 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. The dispute centres on whether the company correctly billed the customer and whether it should amend the name on the account to reflect his business name.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
3. Water Retailers and Wholesalers have certain obligations under the market codes within the Central Market Operating System. The effect of this is to place an obligation to maintain data accurately and in a timely fashion under the various sections of the codes.
4. From the evidence provided by both the customer and the company, I understand that the company is responsible for the customer's wastewater services and redacted, another retailer, is responsible for the customer's water services. Therefore, Wave is responsible for taking readings of the customer's meter and uploading that information onto the Central Market Operating System in a timely fashion. I also understand that redacted has the responsibility to ensure that the customer's account name on the Central Market Operating System is accurate.
5. On 3 November 2016, redacted updated the Central Market Operating System with a tenancy change for the customer's property. The redacted account was put in the customer's name, and redacted would be responsible going forward to update the Central Market Operating System with the customer's meter reads and any name changes. I understand from the customer's response that at no point did he request that redacted update the tenancy details.
6. On 9 November 2018, the customer contacted the company to query why he had not received any reads for his meter. I understand the company explained that it is responsible for the customer's wastewater services and redacted, another retailer, is responsible for the customer's water services and therefore, the meter reads.
7. On 27 February 2020, the customer contacted the company to ask why it had not yet received the meter reads, and he had tried to provide reads multiple times with no success. The evidence shows that the customer was advised that he would need to approach his water retailer.

8. On 14 July 2020, the customer contacted the company to register a complaint due to his charges being based on estimate readings and that the name on the account should be changed to his business name. The customer also advised that he was currently closed due to COVID-19 restrictions. Following this contact, the company processed an application from the customer for its COVID-19 Scheme. I understand that the company's COVID-19 Scheme only covered the period between 16 March 2020 and 31 July 2020.

9. Between 28 July 2020 and 13 November 2020, various discussions took place between the parties. The customer was informed that his water retailer had now updated the Central Market Operating System with the customer's self-reads. Based on this new information the company removed £3,092.78 in back charges from the customer's account and made a guaranteed standard of service payment of £20.00 due to the delay in reviewing the customer initial complaint. However, it could not change the name on the account as this was the retailer's responsibility. The customer remained unhappy with the outcome, and on 22 December 2020 commenced the WATRS adjudication process.

10. Concerning the customer's comments that the charges were incorrect due to using estimated reads, the water retailer has the duty to accurately read the customer's meter in line with the metering regulations set by OFWAT. Once it has obtained an accurate reading, the water retailer is then required to upload the reads into the Central Market Operating System at which point the reads become visible to the company.

11. The evidence shows that redacted is the customer's water retailer and therefore is responsible for accurately recording the customer's meter and upload it to the Central Market Operating System. Whilst I sympathise with the customer's position, I find that until such time as the reads were uploaded the company had to base its charges on estimated reads.

12. The evidence shows that once actual reads had been uploaded, the company used these to adjust the customer's charges and removed £3,092.78 in back charges from the customer's account. Therefore, I find that there are no grounds to conclude that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning not using actual meter readings when initially calculating its charges.

13. In relation to whether the company should amend the name on the account to that of the customer's business, as explained within the company's response, it is not the water retailer's responsibility to change the name on the account as the company cannot change the name itself. The evidence shows that the customer has been advised of this requirement and to contact his water retailer, to

request the change. I understand that the retailer has not yet changed the name on the account. However, this is no failure by the company. Therefore, I find there are no grounds to conclude that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning changing the name on the account.

14. I note the customer's comments that the company adjust his bill to reflect the length of time the business has been closed due to the pandemic. The evidence shows that the company has a COVID-19 Scheme covering the period between 16 March 2020 and 31 July 2020. I have not been made aware if the company has another Scheme that covers the period after 31 July 2020. Therefore, I cannot say with any certainty that the customer would be entitled to any redress for the whole period the customer's business has been closed due to the pandemic.

15. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's response documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why it could not use actual meter readings when initially calculating its charges and why it could not change the name on the account. This is shown by the correspondence put forward by the customer and company as evidence.

16. I note there were failings concerning a delay in reviewing the customer's initial complaint. The company has made a guaranteed standard of service payment of £20.00 to cover these failings, and I find that I am satisfied there have been no failings concerning customer service which the customer has not already been adequately compensated for.

17. The customer has provided his comments on the proposed decision, however, I find these do not affect my decision. Concerning the customer's comments on the tenancy change by the retailer and that his latest bills are still in his own name. Until his retailer updates the Central Market Operating System with the correct account details the company is not in a position to change its bill and accordingly I cannot find any failure by the company in this respect.

18. In light of the above, I find that the evidence does not show that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning not using actual meter reading when initially calculating its charges and the name change on the account, nor does the evidence show that the company failed to provide its services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.

Outcome

1. 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 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.

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Mark Ledger
Adjudicator