

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX64

Date of Decision: 26/02/2021

Party Details

Customer: Customer

Company: XWater

Complaint

The customer claims that the company allowed water to be wasted as her water meter cannot be read during the winter months. This inability to read the meter has led to a delay in identifying a leak on the customer's private pipework and the wholesaler rejecting the leakage allowance application. Once the customer raised these issues, the company then provided poor customer service, which has led to inconvenience and distress. The customer is seeking the company to provide a leakage allowance to offset its charges on her account.

Response

The company says it has not contributed to the private leak experienced by the customer and it has not hindered the customer's ability to identify and repair the leak on her private pipework. Furthermore, it has investigated the customer's complaint thoroughly, chased the wholesaler and tried to resolve it. However, the wholesaler maintains its position that as the customer has already had two leak allowances, she cannot be eligible for any further allowances. The company has not made any further offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the customer's leak allowance or the customer's ability to identify and repair the leak on her private pipework. Furthermore, I am satisfied there have been no failings concerning customer service.

Outcome

The company needs to take no further action.

The customer must reply by 26/03/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

1. • The company allowed water to be wasted as her meter cannot be read during the winter months. • This inability to read the meter has led to a delay in identifying a leak on her pipework and the wholesaler rejecting the leakage allowance application. • Once the customer raised these issues, the company then provided poor customer service, which has led to inconvenience and distress. • The customer is seeking the company to provide a leakage allowance to offset its charges on her account.

The company's response is that:

1. • It has not contributed in any way to the private leak experienced by the customer, and it has not hindered the customer's ability to identify and repair the leak on her private pipework. • Furthermore, it has investigated the customer's complaint thoroughly, chased the wholesaler and tried to resolve it. • However, the wholesaler maintains its position that as the customer has already had two leak allowances, she cannot be eligible for any further allowances.

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. The dispute centres on whether any inability to read the customer's meter has led to a delay in repairing the leak on the customer's private pipework and the customer's leakage allowance application being rejected by the wholesaler.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
3. Furthermore, in line with OFWAT's Code of Practice, the company is obligated to provide at least one accurate invoice, and one meter read every 12 months.
4. Since April 2017, a non-household customer only has a relationship with the company, not the wholesaler. Therefore, if a non-household customer has an issue with their water supply or sewerage services, they have to approach the company, who is responsible for chasing the wholesaler and trying to resolve the matter. Accordingly, it must be borne in mind by all parties that within this decision, I cannot find the company liable for something that only the wholesaler is accountable for.
5. From the evidence provided by both the customer and the company, I understand that actual reads were taken from the customer's meter on 27 December 2018 and 28 January 2019. Based on these reads, the company established that high consumption existed at the customer's property. On 30 January 2019, a bill was issued together with email notification by the company of high consumption and information on how to do a self-leak test.
6. On 4 February 2019, following the company's notification of high consumption, the customer contacted the company to inform them she suspected a leak. I understand that the customer was then transferred to the wholesaler's network department as this is who she had dealt with in the past when leaks had occurred.
7. On 21 February 2019, the customer confirmed that a leak existed at her property and the company provided a leak allowance form. I understand that on 25 February 2019 an actual read was taken by the company and this was the last read that showed high consumption.
8. On 16 April 2019, the company received the leak allowance application from the customer. On this information, the company contacted the customer to advise her that a leak allowance had been previously provided in 2014 and that the wholesaler allowance is only granted once per customer.
9. On 16 May 2019, the customer disputed the company's position as the leak in 2014 was covered by the wholesaler as it could not identify the leak. The customer stated that she was also promised a meter exchange because of seasonal

condensation, and the leak would have been repaired sooner had the meter been exchanged and readable.

10. On 5 June 2019, the company responded to the customer, stating that the wholesaler could not identify a leak in 2014 because there was no movement on the meter at the time of the visit. The leak was identified later, and a full leak allowance was granted by the wholesaler. In 2016, the wholesaler gave a second leak allowance as an out of policy gesture. In addition to this, the meter has been inspected on multiple occasions and found to be in good working condition. The condensation is seasonal and can be cleared, and this is not a reason for the meter to be exchanged.

11. Between 13 June 2019 and 29 November 2019, various discussions took place between the parties, and the dispute was also progressed to CCWater to resolve; however, without success. The wholesaler maintained its position that the customer is not eligible for another leak allowance as the customer already had their policy allowance and a second out-of-policy allowance. Furthermore, the meter was in good working condition, and the seasonal condensation on the screen is not a reason for any delay in identifying a leak. The customer remained unhappy with the outcome, and on 12 January 2021 commenced the WATRS adjudication process.

12. Concerning the customer's comments that the company allowed water to be wasted as the meter cannot be read during the winter months, the company has the duty of accurately reading the customer's meter in line with OFWAT's metering regulations. Once it has obtained an accurate reading, the company is then required to upload the reads into the Commercial Market Database at which point the reads become visible to the wholesaler. As stated in the company's response, the company is obligated to provide at least one accurate invoice, and one meter read every 12 months.

13. The evidence shows that between 2018 and 2019, 11 actual readings were taken, and the invoices issued within this period were based on actual readings. Furthermore, the invoices issued within this period were within the account billing frequency of 3 months. Whilst I sympathise with the customer's position, I find that the company has issued accurate invoices in line with OFWAT's guidelines. Therefore, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning meter reads or frequency of invoices.

14. Concerning the meter being unreadable, which has led to a delay in identifying the leak on the customer's private pipework, the evidence shows that since the account was migrated to the company in April 2017 and up to 4 February 2019, the

customer only contacted the company on three occasions. Each time, the query was related to her payments on the account and the meter read or the water meter not being readable was never a point of discussion. I find that the company had no reason to suspect there was an issue with the meter as it has successfully read the meter during the winter season and that the customer never expressed any concern over the clarity of the meter. Furthermore, the evidence shows that the wholesaler confirmed on 2 June 2016 and 5 March 2020 that the meter is in good working condition, the condensation is seasonal, it can be quickly cleared, and therefore replacement is not necessary. Consequently, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the meter.

15. As to whether the company sufficiently challenged the wholesaler on their decision not to grant a leak allowance, the invoice dated 30 January 2019 which was based on actual reads showed high consumption, and I agree with the company's position that the invoice is a valid and official way of notifying the customer of a potential leak. In addition to this, the company informed the customer by way of email notification to be proactive in the matter.

16. The company states within its response that it has discussed the dispute with the wholesaler who maintains that the customer is not eligible for another leak allowance as they already had their policy allowance and a second out-of-policy allowance. On review of the various correspondence put forward in evidence, I find that the company has fulfilled its duty to the customer by challenging the wholesaler on its decision. Therefore, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning challenging the wholesaler on its decision.

17. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's defence 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 the customer was not eligible for a leak allowance. This is shown by the correspondence put forward by the customer and company as evidence.

18. In light of the above, I find that the customer has not proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the leakage allowance and meter readability, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings concerning customer service.

Outcome

1. 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 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