

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X288

**Date of Decision:** 12/04/2021

#### Party Details

**Customer:** The Customer

**Company:** X Company

#### Complaint

The customer states that he is unable to read his meter due to its location. He requests that the company relocate the meter to a place he can read it, at no cost to him.

#### Response

The company states that the customer has been offered a "reasonable adjustment" of quarterly meter readings.

#### Findings

The company has failed to provide its services to the customer to the standard to be reasonably expected by the average person with respect to his complaint about the location of his meter.

#### Outcome

The company needs to take the following further action: It must either provide the customer with an outreader, located in a place that will allow him to take meter readings, or relocate the customer's meter to a place that will allow him to take meter readings. This is to be done at no cost to the customer.

The customer must reply by 10/05/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

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**Date of Decision:** 12/04/2021

## Case Outline

### **The customer's complaint is that:**

The customer's complaint is that:

- The company has placed his water meter in a location that makes it impractical for him to read due to his age.
- This deprives him of the ability to confirm the accuracy of the company's bills, and to supply an actual reading when he receives an estimated bill.
- He requests that the company relocate the meter to a place he can read it, at no cost to him. He does not believe this must mean relocating the meter onto his property. The customer's comments on the company's response are that:
- The company has still not provided enough information to allow him to correctly identify his meter.
- The company's proposals will not allow him to confirm the accuracy of his bills and monitor his usage for leaks.
- The company is in breach of applicable Ofwat guidance.

### **The company's response is that:**

The company's response is that:

- The customer first raised his complaint in November 2018.
- The company visited the Property that month to attempt to raise the meter, but it was not possible.
- Ofwat requires that meters be read every two years, but the company's charges scheme states that it will ordinarily read meters every year.
- At other times the company is permitted to issue estimated bills.
- The company aims to bill customers quarterly, on the basis of two actual reads and two estimations.
- The company has offered the customer a "reasonable adjustment", by offering to read the meter in each of the next four quarters. The customer was also invited to register for readings to be taken every quarter, in line with the company's Priority Services Scheme.
- The company has agreed to pay the survey fee to determine if the meter can be relocated inside the Property, but the customer will be required to pay the cost of relocating the meter.

## 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. As a regulated water retailer, the company is required to bill its customers in accordance with a published charges scheme and to provide its services in accordance with any applicable Ofwat guidance. The company's charges scheme must adhere to rules made by Ofwat, the Water Services Regulation Authority, the designated regulator in this sector.
2. The consequence of this is that, as specified in Rule 3.5 of the Water Redress Scheme Rules, a WATRS adjudicator does not have the authority to decide on the fairness or correctness of a company's charges scheme, as this responsibility has been given by the Water Industry Act 1991 to Ofwat.
3. Instead, with respect to the type of claim brought by the customer, a WATRS adjudicator may only examine whether the company has properly adhered to its published charges scheme and to any applicable Ofwat guidance, and whether it has fulfilled its customer service obligations to the customer.
4. In the present dispute, the company has highlighted its efforts to provide a meter reading service that goes beyond what is required by its charges scheme, with meters being read twice a year rather than the one reading a year required by the charges scheme. As argued by the company, it is expressly permitted by its charges scheme to issue estimated bills in intervals between bills based on actual meter readings.
5. Nonetheless, while the company has quoted from Section 3.3 of its charges scheme to support its right to issue bills based on estimated readings, it has not addressed the concluding sentence of Section 3.3, which states that "A customer has the right to provide his own reading upon receipt of an estimated bill."
6. A customer who is prevented due to age or a disability from accessing the meter for their Property, and so cannot read that meter themselves, may technically still have the "right" to provide their own reading. But such a right is meaningless when no reading can be taken.

7. Section 3.3 must, therefore, be read as guaranteeing customers the right not only to provide their own reading, but to take such a reading.

8. In turn, Section 8.1 of Ofwat's guidance on "Services for disabled, chronically sick or elderly consumers" specifically states that "All metered bill payers should be able to check their water consumption at reasonable intervals". This reinforces that the customer's right under the company's charges scheme is not merely to provide a reading if one can be taken, but to take a reading.

9. The company implies that it is meeting this obligation by offering to take regular readings on the customer's behalf, and Section 8.2 of the guidance makes clear that this is indeed an option, stating that "For physically disabled bill payers...the company may offer a more frequent meter reading service". However, it is important to note the context of this statement, and the use of the word "offer".

10. Section 8.2 is structured in a way that gives clear priority to two alternatives that companies may choose from to ensure that customers with a physical disability, including due to age, are able to have their consumption "checked" at "reasonable intervals". These are (i) "resiting meters where necessary" and (ii) "providing outreaders in positions that are more convenient for the individual consumer".

11. That is, a "more frequent meter reading service" is not listed as a third alternative. Rather, it is listed separately as something that the company "may offer".

12. The structure of Section 8.2, then, is best understood as laying out two methods from which the company may freely choose to ensure that customers with a disability receive the right guaranteed in Section 8.1. It is within the company's discretion which of these options to offer a customer, and as long as one of these two options has been offered, then the company has met its obligation to the customer, even if the customer would prefer the other option or another option.

13. However, the company is also permitted to "offer" the customer a third alternative, namely "a more frequent meter reading service". If this is acceptable to the customer, then by providing this service the company will meet its obligation to ensure the customer receives the right guaranteed in Section 8.1. However, unlike the two primary alternatives listed in Section 8.2, from which the company is entitled to make its own choice, this third alternative may only be "offered" to the customer. If the customer chooses to decline, the company remains obligated to provide one of the other two alternatives.

14. This reading of Section 8.2 is supported by Section 8.3 which imposes on companies installing a new meter an obligation to locate it in a place that is

accessible to the customer, even if this is not the company's preferred location. Section 8.3 does not give the company an alternative of simply providing a "more frequent meter reading service" instead of ensuring the customer can take their own readings.

15. I find, therefore, that under the terms of the company's charges scheme and the applicable Ofwat guidance, the company does not provide its services to the customer to the standard to be reasonably expected by the average person simply by guaranteeing the customer a "more frequent meter reading service", if the customer does not voluntarily accept that resolution.

16. In the present case, the customer has clearly rejected the company's offer in this respect. The company is, therefore, required to provide the customer with one of the two alternatives specified in Section 8.2 of the applicable Ofwat guidance.

17. Section 8.2 does not specify that the company must provide the two listed alternatives without cost to the customer, however as the purpose of the guidance is to ensure that customers with a disability are on a "level playing field" with all other customers, I find that this is implied. Such a conclusion is also supported by Section 8.3 of the guidance, which does expressly require companies not to impose an extra charge on customers when a newly-installed meter is to be located in a less convenient place for the company due to the needs of the customer.

18. In its comments on the Proposed Decision in this case, the company argues that the preceding analysis of its obligations is inconsistent with the Water (Meters) Regulations 1988, which expressly allow a water company to charge customers for relocation of a water meter or installation of an outreader. However, the Water (Meters) Regulations 1988 does not state that such costs must be borne by the customer, but only that the company may provide the customer with "an estimate of the expenses likely to be borne by the occupier". For the reasons explained above, the impact of Ofwat's guidance on "Services for disabled, chronically sick or elderly consumers" is that the "expenses likely to be borne by the occupier" are to be zero where that guidance requires that no cost be imposed.

19. The company also argues in its comments on the Proposed Decision that it meets its obligation under Section 8.1 of Ofwat's guidance to ensure that the customer can "check their water consumption at reasonable intervals" by allowing the customer to request the latest reading from the company. As this argument has already been addressed above, it will not be further discussed here.

20. The company also argues in its comments on the Proposed Decision that Section 8.4 of Ofwat's guidance allows the company to provide a "more frequent

meter reading service” to the customer and that it has done so. However, Section 8.4 expressly states that this is to be provided “on request”, rather than stating that it may be provided against the customer’s wishes as an alternative to the options specifically provided in Section 8.2. 3

21. The company also argues in its comments on the Proposed Decision that because Section 8.2 uses the language “could be achieved”, this means that the list of two options in Section 8.2 is not intended to be exhaustive. I do not find this to be a persuasive reading of the guidance, as it ignores the impact of the inclusion of “by either”. If I tell someone that they may “either” do A or B, I am not telling them that they are also welcome to do C. If Ofwat did intend Section 8.2 to serve as a suggestion to companies, rather than providing companies with options, it could have easily signaled this by including language such as “among other ways”. No such permissive language was included.

22. Moreover, reading Section 8.2 in the manner proposed by the company would make inexplicable Ofwat’s decision to list “a more frequent meter reading service” as a separate option that could be “offered” It. would, after all, follow from the “non-exhaustive” nature of the company’s reading of Section 8.2 that the two options specifically listed were merely suggestions, on an equal level with “a more frequent meter reading service”. If all three options were merely suggestions, it would make no sense to list one of them separately, rather than incorporating it into the preceding list.

23. The company also argues in its comments on the Proposed Decision that “If X Company were forced to reposition water meters or to provide outreaders to all customers free of charge, the cost implications of this to X Company are incalculable”. However, the Decision does not require that this alternative be offered to “all customers”, but only those who are unable to “check their water consumption at reasonable intervals” because of a disability, chronic illness or age. Where customers do not fall into one of these latter three categories, Ofwat’s guidance does not apply, and where customers do fall into one of these latter three categories but they are nonetheless able to “check their water consumption at reasonable intervals” the company has no obligation under Section 8 of Ofwat’s guidance.

24. Moreover, it is ultimately not the role of a WATRS adjudicator to decide whether Ofwat guidance is wise or well-designed, but only to apply that guidance as written. If the company believes that the guidance should be adjusted, that is an argument that must be made to Ofwat, which can either redraft the guidance or offer an authoritative interpretation of it.

25. As a result, the company must either provide the customer with an outreader,

located in a place that will allow him to take meter readings, or relocate the customer's meter to a place that will allow him to take meter readings. Whichever option is chosen by the company must be provided at no cost to the customer, although the company retains the discretion to decide which of these alternatives to choose.

26. While the customer has indicated that he does not wish to have the meter relocated within the Property, in accordance with the standard laid out in Section 8.3 of the guidance I find that the company will have fulfilled its obligation to the customer if it offers relocation of the meter or installation of an outreader in a place that is "accessible" to him, even if it is not his preferred location. If the customer then declines to have the meter or outreader installed in the location selected by the company, the company will nonetheless have fulfilled its obligation to the customer by making the offer.

### Outcome

1. The company needs to take the following further action: It must either provide the customer with an outreader, located in a place that will allow him to take meter readings, or relocate the customer's meter to a place that will allow him to take meter readings. This is to be done at no cost to the customer.

### 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.

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**Tony Cole**  
**Adjudicator**