

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X348

Date of Decision: 06/05/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer claims that the company's online moving form did not allow him to choose a tariff or request a meter to be installed at his new property, which would have allowed him to reduce his charges. He remained on a rateable value tariff rather than an assessed charge until 23 February 2021. Furthermore, once his issues were raised, the company provided poor customer service. The customer is seeking the company to backdate the assessed charge to 1 August 2020 due to being disadvantaged by opening his new account online and not being able to choose a tariff or request a meter to be installed.

Response

The customer informed the company of moving into his new property using an online form from which an account was created, and a bill issued. This bill explained the basis on which the charges had been raised and referenced option metering as a way to reduce charges. In line with the company's metering policy, within four weeks of the customer's enquiry about a meter, the company had surveyed the property and applied the assessed charge from the earliest date it could have reasonably fitted a meter. The company admits there have been some customer service issues, which it has apologised for and made a goodwill payment. The company has not made any further offers of settlement.

Findings

I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the assessed measured charge or its web form. However, I find that the company failed to provide its services to the customer to the standard to be reasonably expected regarding customer

service, and I award the customer £35.00 for this.



The company shall pay the customer the sum of £35.00.

The customer must reply by 03/06/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• The company's online moving form did not allow him to choose a tariff or request a meter to be installed at his new property, which would have allowed him to reduce charges. • He remained on a rateable value tariff rather than an assessed charge until 23 February 2021. • Furthermore, once his issues were raised, the company provided poor customer service. • The customer is seeking the company to backdate the assessed charge to 1 August 2020 due to being disadvantaged by opening his new account online and not being able to choose a tariff or request a meter to be installed.

The company's response is that:

• The customer informed the company of moving into his new property using an online form from which an account was created, and a bill issued. • This bill explained the basis on which the charges had been raised and referenced option metering as a way to reduce charges. • In line with the company's metering policy, within four weeks of the customer's enquiry about a meter, the company had surveyed the property and applied the assessed charge from the earliest date it could have reasonably fitted a meter. • The company admits there have been customer service issues, which it has apologised for and made a goodwill payment. • Accordingly, no further sums are due to the customer.

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 dispute centres on whether the company failed to include tariff or request metering options on its online moving property form led to the customer remaining on a rateable value tariff rather than an assessed measured charge for longer than necessary.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
3. The company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand that in June 2020, the customer contacted the company via its online 'moving house' form to let the company know that he was moving into a new property and that a new account was required.
5. The documents show that the company created a new account for the customer and set up a Direct Debit to pay the charges, using the information the customer had provided. A bill was issued on 10 June 2020 for £349.54 for charges between 8 June 2020 and 31 March 2021. However, I understand that this initial bill was not received as the customer did not move into his new property until 1 August 2020.
6. In January 2021, the customer contacted the company to query his charges, and on 28 January 2021, the company received the customer's request to have a water meter installed. The parties organised a meter survey for 23 February 2021. I note that the customer had some difficulty with the company when organising a date for the meter survey.
7. Following a meter survey at the customer's property on 23 February 2021, I understand that the company could not fit a meter and applied the assessed measured charge tariff to the customer's property. This was applied from the day of the visit, being the earliest date that a meter would have been fitted if possible. However, the company would not be able to backdate the assessed measured charge any further.
8. The evidence shows that the customer was unhappy with the company's position. He believed that the company should backdate the assessed measured charge to August 2020, as that was when he notified the company he had moved

into the property. Further discussion took place between the parties, in which the customer's initial bill was revised to reflect the customer's entry date of 1 August 2020.

9. However, the dispute could not be resolved, and the customer progressed the dispute to CCWater in February 2021. However, the evidence shows that CCWater was unable to resolve the dispute. The final position was that the company would not be able to backdate the assessed measured charge any further than 23 February 2021. The customer remained unhappy with the company's final position, and on 10 March 2021, commenced the WATRS adjudication process.

10. Concerning whether the company failed to include tariff or metering options on its online 'moving house' form led to the customer remaining on a rateable value tariff rather than an assessed measured charge for longer than necessary, the evidence shows the 'moving house' form is designed to capture the details of the new occupier, allowing the company to bill the correct person. The company says that the form does not contain the functionality to assess a customer's potential water usage and cannot suggest the best possible tariff for their circumstances.

11. On careful review of the form, I note there is no suggestion that it provides the functionality to assess a customer's potential water usage and can suggest the best possible tariff for their circumstances. I also note that the form is unable to direct a customer to a water meter tariff. I am therefore satisfied that the 'moving house' form is designed to capture the details of the new occupier, not provide customers with tariff or metering options. Considering this, I find the company has not failed to provide its services to the standard one would reasonably expect concerning its 'moving house' form.

12. As shown by the company's response, metering information is provided on the company's website and bills. I note that the customer says that he disagrees with the company's suggestion that as the customer was billed on a meter at his previous address, it is reasonable to suggest that he would have been aware metering was an option for him at his new property. The evidence shows that his previous address was his parents' address, so I am mindful that the customer may not have had access to the bills as they would have been directed to his parents. However, I find that information about metering and the assessed measured charge is provided on the company's website, which the customer would have had access to.

13. The evidence shows that despite moving into his new property in August 2020, the customer did not contact the company concerning having a meter installed until 28 January 2020. From the evidence put forward by the company, the assessed measured charge is only applied after a specific request for a meter has been

made, and the company is unable to either install the meter or use the meter for recording consumption at the property in question.

14. The evidence shows that the company was unable to install a meter at the property. Therefore, the company was correct in applying the assessed measured charge at the customer's property after the meter survey in March 2020.

15. Regarding whether the previous rate charges from August 2020 to March 2021 were correct, the evidence shows that the customer was billed on a rateable value basis. The rateable value is based on the value of the customer's property, location, proximity to local amenities and was set in the 1970s by an independent District Valuer and the Local Authority. The company has two tariff systems in place, either the rateable value or a metered tariff, and the evidence shows that until January 2020, there was no evidence of a request for a meter to be installed. Therefore, I find the customer has been billed the correct rateable value tariff until it was established that a meter could not be installed.

16. In light of the above and after careful review of all the evidence, I find the company has not failed to provide its services to the standard one would reasonably expect concerning billing on rateable value until the point it was found that a meter could not be installed. I find that the customer has suffered no loss or detriment. As soon as it was requested and then found that a water meter could not be installed, the customer was moved to the assessed measured charge. Accordingly, I find the company does not have to backdate its assessed measured charge to August 2020.

17. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind the assessed measured charge and why it could not backdate the assessed measured charge to August 2020. I note the customer's various comments concerning the company's website and opening a new account. However, I find following the moving home link on the company's website; multiple options are provided as to whether you are moving home with an existing account or wishing to open a new account. Furthermore, in recognition of the failure of a lack of clarity in its customer service, the incorrect moving date, the difficulty in booking a meter survey and addressing the customer incorrectly, the company has made a goodwill credit of £20.00 to the customer's account.

18. On careful review of the various correspondence concerning the incorrect moving date, the difficulty in booking a meter survey and addressing the customer incorrectly, I find that the company failed to provide its services to the customer to the standard to be reasonably expected regarding customer service. I find that

these failures fall within tier 1, and I believe that the £20.00 credit does not adequately cover the customer for any inconvenience and distress incurred due to the company's customer service failings. As these failures fall within tier 1, I believe that a more appropriate sum on top of the £20.00 already credited would be £35.00. Accordingly, I direct the company to pay the customer £35.00 for this aspect of his claim.

19. Both the customer and the company have provided comments on the preliminary decision concerning the goodwill payment of £20.00. I understand that this had not been received by the customer due to human error. The company has confirmed that this sum has now been paid together with a further £20.00 and I am satisfied that the company has to take no further action regarding this goodwill payment. However, I find this human error has no bearing on the substance of my decision.

20. Considering the above, I find 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 assessed measured charge. However, I find that the company failed to provide its customer service to the standard to be reasonably expected.

Outcome

1. The company shall pay the customer the sum of £35.00.

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.

Mark Ledger
Adjudicator