

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X536

Date of Decision: 08/09/2021

#### Party Details

Customer:

Company:

#### Complaint

The customer has a dispute with the company regarding the level of compensation it has paid for a mistake in billing. The customer says she was being overcharged for four years and although she has received a refund of charges the company has offered her only £106.00 in compensation and declines to increase it. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to increase the amount of compensation offered.

#### Response

The company states that it has not charged the customer for providing service for a period of five months and this equates to a financial saving of £265.00. In addition, it has offered the customer a goodwill gesture payment of £106.00, and says that it believes the combined compensatory amount of £371.00 is sufficient and it declines to increase it.

#### Findings

I am satisfied the company acted reasonably after identifying the billing error and made a full refund to the customer. It has granted her five months of free service equivalent to £265.00 plus it has offered a goodwill gesture of £106.00. I find this to be reasonable, and I do not find that the customer has established on a balance of probability that this offer should be increased. However, I find that the company has failed to provide its services to a reasonable level and has failed to manage the customer's account to the level to be reasonably expected by the average person and that compensation is appropriate. However, I am not satisfied that the company should increase its current offer of £106.00.

**Outcome**

The company shall pay to the customer the sum of £106.00 in compensation.

The customer must reply by 06/10/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X536

**Date of Decision:** 08/09/2021

## Case Outline

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

• She has experienced an ongoing dispute with the company concerning problems with metering and billing on her account. The customer says that the company had been charging her according to readings taken from a meter that was not connected to her supply pipe. After complaining the company rectified the problem and offered her £106.00 in compensation, an amount that she believes is inadequate for the inconvenience suffered. The customer says the company refuses to increase its compensation offer. Despite the customer's recent communications with the company and the involvement of CCWater the dispute has not been settled. • She has had concerns for a period of more than four years that her water bill was higher than she would expect. • She was aware that the neighbouring property to hers was occupied by five persons whereas she was a single occupier. • Approximately two years ago she contacted the company and advised it of her concerns that she may be paying the water bills of the neighbouring property as she had become aware that she was being charged approximately twice the amount of the neighbour's bills. • The company advised her that it had investigated her concerns and confirmed that she was being billed correctly. • She continued to be concerned about her high bills and contacted the company again on 06 March 2021 to complain once more. The company sent an engineer to the property on 24 March 2021 to investigate on site. • The engineer confirmed that the customer was being charged based on the meter readings of her neighbour's supply. • The company recalculated her charges and credited her with the amount of £714.09 on 31 March 2021. • She requested compensation from the company for the worry and stress that she had experienced for a period of four years and that on 31 July 2021 it offered her a goodwill gesture payment of £106.00. • She believes the offered amount is inadequate for the problems she has experienced. The customer says she has requested the company reconsider its offer and increase it, but records that the company has declined to do so. • Believing the company had not properly addressed her concerns the customer escalated her complaint to CCWater who took up the dispute with the company on her behalf. CCWater contacted the company and requested to receive a detailed explanation of its position and actions in respect of dealing with the customer's complaints. • CCWater confirmed to her that the company had acknowledged reading the wrong meter to calculate her bills, and that it had failed to identify this when she complained in 2019. • The company explained the calculation of the overcharge refund and noted that in addition it was granting one

month's free service for each of the two errors, which amounted to £106.00 based on a monthly charge of £53.00. It additionally explained that it had not charged the customer for service between 03 November 2020 and 24 March 2021. • CCWater advised her that the company considered its goodwill gestures as reasonable compensation and would not increase the amount offered. • CCWater confirmed that it could not take any further steps to alter the position of the company and was closing her complaint. • The customer says that despite the intervention of CCWater, the dispute is ongoing, and the company has not changed its position and CCWater are unable to obtain a resolution between the parties. The customer remains dissatisfied with the response of the company and has, on 27 July 2021, referred the matter to the WATRS Scheme where she requests that the company be directed to reconsider its compensation offer and increase it.

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

• It provided its response to the claim on 05 August 2021. • It acknowledges that the customer was being charged on the readings taken from a meter not connected to her supply. • It confirms that following a complaint from the customer on 06 March 2021 it undertook an investigation on 24 March 2021 and found that the customer was being billed based on readings from the wrong meter. • It recalculated her charges and issued a refund in the amount of £714.09. • It acknowledges that the customer had contacted it in November 2019 to suggest that she was being billed from the wrong meter, and that its investigations found no technical problem with the meter. It contends that it sent an e-mail to the customer to advise its findings and stated she should contact it again if she had further concerns. • The customer did not contact it again until March 2021, and at that time it investigated further, discovered a cross-meter situation, and swiftly rectified the problem. • It acknowledges two errors on its part, the failure to read the correct meter and the failure to identify the wrong meter was being used in November 2019. • It has calculated the compensation offered in compliance with its own compensation procedures and has offered two payments of £53.00 for each of the two errors it acknowledges. It further records that the customer has not been charged for the period between 03 November 2020 and 24 March 2021, a period of five months. It notes the combined financial recompense offered amounts to £371.00. • In summary, it confirms that it believes the customer has been fully compensated for the stress and inconvenience she claims to have suffered. The company records that the offer of £106.00 has not been accepted by the customer but remains available for her to do so.

### **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 relates to the customer's dissatisfaction that the company's offer of compensation is inadequate considering the worry and inconvenience she experienced over a four-year period. The customer complains that the company refuses to increase its offer beyond the £106.00 already proposed.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. The parties agree that the company was issuing bills to the customer based on readings it took from a meter that was not attached to her supply pipe. The parties further agree that this situation was ongoing for a period of approximately four years.
4. The parties similarly agree that the customer contacted the company in November 2019 to query what she believed was a series of higher than expected bills. The parties also concur that a company engineer inspected a meter he believed was for the customer's property, found that it was technically functional but did not identify that it was not the meter monitoring the customer's consumption.
5. The customer has stated that she understood that the company confirmed her meter readings were correct. It seems to me the company has a different understanding in so much that it states it attempted unsuccessfully to contact the customer and advised her to make further contact if she continued to be concerned. The company notes that it was a further fifteen months before the customer contacted it again.

6. Notwithstanding the differing interpretations of the parties, I am satisfied that the facts show that the customer complained about her meter readings, the company inspected the meter, and did not identify that the meter inspected was not the one serving the customer's property.

7. As noted by the company, it was a further fifteen months before the customer contacted it again in March 2021, and on this occasion the company identified the cross-metering problem. I am satisfied that the problem was rectified in reasonable time and a refund of overcharges was calculated and paid promptly to the customer.

8. The company states that it did not charge the customer for water services between 03 November 2020 and 24 March 2021, a period of five months. The customer has not denied this.

9. The company states that the customer's monthly water charge was £53.00, this is also not denied by the customer. Thus, I can see that the customer benefited financially in the amount of £265.00.

10. Additionally, the company made a goodwill gesture offer of  $2 \times £53.00 = £106.00$ , one payment for each of the two errors it acknowledges.

11. The customer contends that she finds this amount of £106.00 to be inadequate for the inconvenience, cost of telephone calls, etc, that she has experienced. The company disagrees and believes this amount fully compensates the customer when combined with the five free months.

12. The company, in its Response document, refers to the WATRS Scheme Guide to Compensation for Inconvenience and Distress and believes this document would indicate a compensation level of between £100.00 to £200.00.

13. I do not agree with the company, and I am satisfied that the inconvenience experienced by the customer should be graded at Tier 2 level. This would give a compensation of between £100.00 and £500.00. The customer has been offered a total compensation package of £371.00.

14. I note that the amount of £265.00 is arrived at by not charging the customer for five months. The amount of £106.00 is the goodwill gesture payment offered to the customer. I find this amount to be proportionate to the harm suffered by the customer and I shall not direct that the company increase its offer.

15. In summary, from the evidence submitted, I am not persuaded that the customer has established on a balance of probabilities that the company is liable to increase the compensation currently offered. She has not established any direct

financial loss, and the company has fully refunded her the overcharged amount.

16. I also note that the company has recorded that it remains willing to pay the sum of £106.00 to the customer. I am aware that the customer has previously rejected this offer, but I believe that the amount should be paid by the company in terms of this adjudication. I thus direct that the company pay the customer the amount of £106.00 in compensation.

17. The customer remains able to continue to reject the offer by rejecting this adjudication decision.

18. My conclusion on the main issues is that the company has failed to provide its services to a standard to be reasonably expected by the average person and thus I find that the compensation awarded is appropriate.

### Preliminary Decision

- The Preliminary Decision was issued to the parties on 30 August 2021.
- The company has responded on 07 September 2021 to the issuing of the Preliminary Decision.
- The company has stated that it has no additional comments to add to its previous submissions.
- Following my reading of the company's comments I am satisfied that amendments to the Preliminary Decision are not required.

### Outcome

1. The company shall pay to the customer the sum of £106.00 in compensation.

### 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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**Peter Sansom**  
**Adjudicator**