

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X645

Date of Final Decision: 23 November 2021

#### Party Details

#### Customer

#### Company:

##### Complaint

The customer claims he is disadvantaged by being billed on a metered basis rather than on a capped charge such as the WaterSure Scheme. He should be entitled to be on the WaterSure Scheme due to various members of his household having disabilities. The customer is seeking the company to change his billing method to be on the WaterSure Scheme and pay compensation of £2,500.00 for the inconvenience and distress incurred.

##### Response

The company says it is unable to provide the customer with a capped charge such as WaterSure. It is a Government scheme for which the customer is not eligible. Whilst the company understands that the increase in the customer's bills is a concern, it is not possible to provide special individually tailored bills or tariffs for every customer, and it appears that the customer's household income is too high for him to qualify for any of the company's special tariffs. Therefore, all bills raised through the metered usage will need to be paid for in full. The company acknowledges there were various issues with the customer service throughout its dialogue with the customer. The company has paid the customer as a gesture of goodwill £140.00 to cover these failings. The company has not made any offers of settlement.

##### Findings

I am satisfied the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the use of the meter for billing purposes. The reasons and evidence provided by the customer are not sufficient to justify his claim that he should be billed via the WaterSure Scheme rather than on a metered basis. Furthermore, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated.

##### Outcome

The company needs to take no further action.

The customer must reply by 21 December 2021 to accept or reject this decision.

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# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X645

Date of Final Decision: 23 November 2021

## Case Outline

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

- He is disadvantaged by being billed on a metered basis rather than on the WaterSure Scheme.
- He should be entitled to be on the WaterSure Scheme due to various household members having disabilities.
- The customer is seeking the company to change his billing method to be on the WaterSure Scheme and pay compensation of £2,500.00 for the inconvenience and distress incurred.

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

- It is unable to provide the customer with WaterSure. It is a Government run scheme for which the customer is not eligible.
- Whilst the company understands that the increase in the customer's bills is a concern, however, it is not possible to provide special individually tailored bills or tariffs for every customer, and it appears that the customer's household income is too high for him to qualify for any of the company's special tariffs now.
- Therefore, all bills raised through the metered usage will need to be paid for in full.
- The company acknowledges there were various issues with the customer service throughout its dialogue with the customer. The company has paid the customer as a gesture of goodwill £140.00 to cover these failings.

## How is a WATRS decision reached?

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

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.

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2. Whether or not the customer has suffered any financial loss or another disadvantage as a result of a failure 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 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 customer is disadvantaged by being billed on a metered basis rather than on the company's WaterSure Scheme.
2. The company states the Government has published guiding principles which state that where a water company is in an area designated as an area of serious water stress, it must consider compulsory metering.
3. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
4. The company also has certain obligations regarding its customer services as set out in OFWAT Guaranteed Standards Scheme and its own Customer Guarantee Scheme (CGS).
5. Within its defence, the company has provided OFWAT's guidance on the Water Meters and pointed out the relevant sections of the Water Industry Act 1991 and the Water Industry (Charges) (Vulnerable Groups) Regulations 1999.
6. As stated within OFWAT's guidance, water companies in high water-stressed areas can compulsorily meter their customers. As shown within the various documents put forward in evidence by the company, most of the south-east and eastern England are seriously water-stressed. The customer's property falls within one of these areas, classed as water-stressed.

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7. The company states that as the customer's property falls within an area classed as water-stressed, the company is entitled under section 162 of the Water Industry Act 1991 to install a meter on a compulsory basis and set a tariff based on the volume of water used.
8. The evidence shows the company installed a Smart Meter at the customer's property in August 2018 as part of its Progressive Metering Programme. The evidence showed at the end of the customer's one-year comparison period in August 2019, and due to COVID the transfer to a new billing system, the customer's fixed charge account would not be closed until January 2021, and a new metered account would then be opened for him. A letter of confirmation was sent to the customer in November 2020 confirming this.
9. On 9 December 2020, the customer contacted the company to advise it that there were individuals with medical conditions in the household and he asked the company for help with his metered bills. The evidence shows that the customer was advised of the WaterSure Scheme and provided with an application form.
10. On 19 January 2021, the company advised the customer that his meter serial number was x and that a metered account had been set up with effect from 13 January 2021 with an opening meter reading of 950 cubic metres.
11. On 16 February 2021, the customer returned the completed WaterSure application form, which showed that whilst he was eligible regarding the medical conditions, he had not stated what means-tested benefits his household received. I understand the company sent a letter asking for household income information, and the Application was put on hold until more information was received, and it would review the situation on 2 April 2021.
12. Between 22 March 2021 and 5 July 2021, various correspondence took place between the parties, with the company's position being that for the customer to be eligible for WaterSure, they had to be on a means-tested benefit and that the company cannot deviate from the criteria for the Scheme because it is a Government Scheme. The customer remained unhappy with the company's position and contacted CCWater to pursue the matter further and request that the company place him on the WaterSure Scheme. I note that during this period, the company made various goodwill and CGS payments totalling £140.00 for providing some conflicting information and delayed responses. The customer remained unhappy, and on 27 September 2021, commenced the WATRS adjudication process.

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13. From the evidence put forward, in my view, the company has shown that the Water Industry Act 1991, as amended, allows it to implement a programme for setting tariffs based on the volume of water used in areas designated to be areas of serious water stress. Furthermore, the company states it must treat all its customers fairly and under the Progressive Metering Programme, reverting to a fixed charge is not an option. Having reviewed the evidence in full, I must find the company has implemented the compulsory metering scheme fully in accordance with the applicable legislation. It has also received specific permission from the relevant Government department. In view of this, I find the policy to install water meters and use them for billing purposes has been properly implemented. I have no authority to direct the company to make an exception for the customer. As the customer's property falls within an area classed as water-stressed, the company can insist on fitting a water meter, and it is correct to switch the customer to a metered tariff two years after his smart meter was fitted.
14. I acknowledge the customer's various arguments that he cannot realistically reduce his water consumption and that he was being disadvantaged by being billed on a variable tariff based on water usage rather than the WaterSure Scheme. The company's submissions show that to be eligible for the WaterSure Scheme someone resident at the customer's household must receive a means-tested benefit and must have a medical condition that requires extra water or three or more children under the age of 19 living at the property who make the customer eligible for child benefits.
15. The evidence shows that on 16 February 2021, the company received from the customer a completed application form for the company's WaterSure Scheme. However, it was found that whilst someone within the customer's household had a medical condition that required extra water, no one received a means-tested benefit. As both are requirements to be eligible for the WaterSure scheme, I find that the company was correct not to accept the customer's WaterSure Application. Furthermore, I find the WaterSure issue does not affect the legitimacy of the compulsory metering scheme, the requirement for the customer's property to be fitted with a water meter, or the change of tariff from a fixed annual tariff to a capped tariff based on water usage.
16. Therefore, I am satisfied that the company has a clear legislative basis for implementing a scheme of compulsory metering. I find the evidence does not prove that the company should put the customer on its WaterSure Scheme rather than the tariff system based on the meter readings.

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Accordingly, I cannot uphold the customer's claim to change the tariff system based on the meter readings currently used at the customer's property.

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 its dialogue with the customer, the company had adequately explained why the customer was not eligible for the company's WaterSure Scheme. This is shown by the correspondence put forward by the customer and company as evidence.
18. I note there were failings concerning a delay in responding to some of the customer's queries. However, on examining the various correspondence, I believe that once the company became aware of its mistakes, it dealt with the customer's concerns efficiently and appropriately, considering the circumstances. The company has made various CGS and goodwill payments totalling £140.00 to cover these failings. Accordingly, I am satisfied that there have been no failings concerning customer service for which the customer has not already been adequately compensated.
19. The customer has made comments on the preliminary decision regarding the WaterSure Scheme and the company's customer service. Having carefully considered each aspect of the customer's and company's comments I find that they do not change my findings, which remain unaltered from the preliminary decision. As above, whilst various members of the customer's household have a medical condition that required extra water, no one receives a means-tested benefit. As both are requirements to be eligible for the WaterSure scheme, the company was correct not to accept the customer's WaterSure Application.
20. Considering the above, I find the evidence does not prove that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the tariff system based on the meter readings rather than the WaterSure Scheme, nor does the evidence prove 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.

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### Outcome

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 by 21 December 2021 to accept or reject this 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.



**Mark Ledger FCI Arb**  
**Adjudicator**

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