

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X826

Date of Final Decision: 28 March 2022

Party Details

Customer:

Company:

Complaint

The customer claims the company incorrectly stated that it had based its July 2021 charges on an actual reading rather than an estimated reading. Had the company based its charges on a real actual reading, this would have reduced his outstanding bill. The customer is seeking the company to provide a goodwill gesture more than his previously requested £500.00 for the distress and inconvenience incurred.

Response

The company says that since the customer raised the issue of an incorrect bill, it investigated and found that the reason for stating it was an actual reading was a human error. Furthermore, the company has also exchanged the customer's meter as it discovered that the old meter had ceased registering consumption. The customer's requests for compensation of £300.00, £400.00, and £500.00, have been outweighed by the charges which should have been levied to him but have not as his water consumption between 9 November 2009 and 22 September 2021 was not captured due to the faulty meter. Furthermore, a total of £60.00 has been credited to the customer account for perceived failures in customer service, and no further sums are due as the customer has already been adequately compensated. The company has not made any further offers of settlement.

Findings

Whilst the customer has proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its July 2021 bill, the customer has been adequately compensated because the company has decided not to backdate its charges. 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 does not need to take any further action.

The customer has until 18 April 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company incorrectly stated that it had based its July 2021 charges on an actual reading rather than an estimated reading.
- Had the company based its charges on a real actual reading, this would have reduced his outstanding bill.
- The customer is seeking the company to provide a goodwill gesture more than he previously requested £500.00 for the distress and inconvenience incurred

The company's response is that:

- Since the customer raised the issue of an incorrect bill, it was investigated and found that the reason for stating it was an actual reading was human error.
- Furthermore, the company has also exchanged the customer's meter as it discovered that the old meter had ceased registering consumption.
- The customer's requests for compensation of £300.00, £400.00, and £500.00, have been outweighed by the charges which should have been levied to him but have not as his water consumption between 9 November 2009 and 22 September 2021 was not captured due to the faulty meter.
- Furthermore, a total of £60.00 has been credited to the customer account for perceived failures in customer service, and no further sums are due as the customer has already been adequately compensated.
- Accordingly, the company will not provide a goodwill gesture, and no further sums are due concerning customer service as the customer has already been adequately compensated.

How is a WATRS decision reached?

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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.
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 company incorrectly stated that it had based its July 2021 charges on an actual reading rather than an estimated reading.
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 OFWAT Guaranteed Standards Scheme and its own Guarantee Standards Scheme (GSS).
4. From the evidence put forward by the customer and the company, I understand that the customer has only been billed fixed charges between 9 November 2009 and 22 September 2021 as there was an issue with his meter, and it had not moved from a reading of 378m³.
5. The evidence shows that the company issued a bill on 29 July 2021, which was initially raised with a manually estimated meter reading of 400m³. However, I understand that the agent who took this action selected the wrong class of meter reading and selected 'actual'.
6. On receipt of the bill, the customer checked his meter, which read 378m³ and on 12 August 2021, contacted the company to raise a query as to why the actual reading on his bill was higher than shown on the meter.

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7. Following this contact, the company investigated matters and found an issue with his meter, and it had not moved from a reading of 378m³ since 9 November 2009. I understand that the company replaced the meter on 22 September 2021 with a new meter and will base its bills going forward on the new meter's actual readings.
8. The evidence shows that the customer remained unhappy that the company had based its July 2021 bill on estimated reading when the bill had stated it was based on an actual reading. The company's position was that the customer had benefited from his faulty meter. Due to the company not establishing the meter was faulty earlier, it would not be pursuing the customer for back charges. I understand that the customer still wished for compensation and, on 29 November 2021, progressed the matter to CCWater to resolve. I understand that CCWater was unable to resolve the dispute, and, in January 2022, the customer commenced the WATRS adjudication process.
9. Regarding whether the company should provide a goodwill gesture more than the previously requested £500.00 because it had stated the reading on the bill was actual rather than estimated, the evidence shows that the reason for the July 2021 bill stating the meter reading was actual was due to human error. This human error led to the customer querying the reading, which in turn led the company to discover that the customer's meter was faulty, and the customer had only been billed standing charges since 2009. On careful review of the evidence, I find that whilst the human error with the bill is a failing by the company, the customer has suffered no loss and in fact has benefited from the company's error.
10. The evidence shows that under its charges scheme, the company is entitled to back bill its charges up to six years, it has in this instance decided not to, and this means that the customer has benefitted from the company not establishing that the meter was faulty and replacing it. The company says in its response that the charges would have equated to an additional £686.00.
11. Having reviewed the evidence in full, I find that whilst the company has failed to provide its services to the customer in respect of its July 2021 bill, the customer has been adequately compensated because the company has decided not to backdate its charges. Accordingly, I find I cannot uphold the customer's claim that the company provides further compensation beyond the benefit of not being back billed.

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12. The company has certain obligations in respect of its customer services. After careful review of both the customer's letters and the company's responses, I am satisfied that, by the end of the company's dialogue with the customer, the company had adequately explained why it had incorrectly stated that the meter reading was actual.
13. From the timeline set out within the various correspondence, I find the company responded adequately to all the customer's concerns, except when the company's customer service team failed to respond substantively to correspondence received from the customer on 11 August 2021, 27 September 2021 and CCWater's referral of the customer's complaint received on 14 October 2021. Within its response, the company admits this failure, and following the CCWater investigation, the company has applied a £60.00 credit to the customer's account. Accordingly, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.
14. The customer has made minor comments on the preliminary decision. Having carefully considered each aspect of the customer's comments I find that they do not change my findings, which remain unaltered from the preliminary decision.
15. Considering the above, I find whilst the customer has proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its July 2021 bill, the customer has been adequately compensated by the fact the company has decided not to backdate its charges. 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 does not need to take any further action

What happens next?

- This adjudication decision is final and cannot be appealed or amended.

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- The customer must reply by 18 April 2022 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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