

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X853

Date of Final Decision: 4 April 2022

Party Details

Customer:

Company:

Complaint

The customer claims the company incorrectly charged them as their bills were based on estimated readings rather than actual readings, which would have shown no usage whilst the property was not used during the Covid-19 pandemic. Once these issues had been raised with the company, they endured poor customer service through their dialogue with the company. The customer is seeking the company to apologise, ensure that their bills are accurate and correct, provide photographic evidence of the meter reading and pay compensation of £1,500.00 for the inconvenience and distress incurred.

Response

The company accepts that the meter reading used to open the account in February 2020 was estimated. If a customer cannot provide a meter reading when opening their account, an estimated reading will be used. The company cannot be held responsible for the customer not contacting the company to advise of their occupancy until it issued an urgent notice in June 2021. The customer has benefitted from a free supply of water for a period of 34 months and has not been charged for the consumption recorded through the meter for the period between early 2017 and the account being opened in February 2020. Furthermore, there have been no failings regarding customer service as the company has provided a good level of service throughout its dialogue with the customer. The company has not made any further offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning billing and customer service. Furthermore, I find that the company provided a reasonable level of customer service throughout its dialogue with the customer.

Outcome

The company needs to take no further action.

The customer has until 25 April 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company incorrectly charged them as their bills were based on estimated readings rather than actual readings, which would have shown no usage whilst the property was used during the Covid-19 pandemic.
- Once these issues had been raised with the company, they endured poor customer service through their dialogue with the company.
- The customer is seeking the company to apologise, ensure that their bills are accurate and correct, provide photographic evidence of the meter reading and pay compensation of £1,500.00 for the inconvenience and distress incurred.

The company's response is that:

- It accepts that the meter reading used to open the account in February 2020 was estimated.
- If a customer cannot provide a meter reading when they are opening their account, an estimated reading will be used.
- The company cannot be held responsible for the customer not contacting the company to advise of their occupancy until it issued an urgent notice in June 2021.
- The customer has benefitted from a free supply of water for a period of 34 months and has not been charged for the consumption recorded through the meter for the period between early 2017 and the account being opened in February 2020.
- Furthermore, there have been no failings regarding customer service as the company has provided a good level of service throughout its dialogue with the customer.

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 should pay compensation for its delay in resolving a billing dispute which led to the customer being chased for an undue debt.
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's Guaranteed Standards Scheme and its own Guarantee Standards Scheme (GSS).
4. The evidence shows that in early 2017 the account for the customer's property located at REDACTED was entered into the non-household market, and the company began providing retail services for the property.
5. At the time, the property was entered into the non-household market with no known occupier by REDACTED. An initial meter reading of REDACTED was taken by South West Water. I understand that then a no occupier account was set up within the company's billing system for the property as the company received no response to its no occupier letters and was unable to locate occupier information utilising its usual no occupier process.
6. In June 2021, the company issued an "orange card" to the customer's supply address as it could not ascertain the correct occupant. I understand that an orange card advises the customer that

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there is an urgent notice regarding the commercial water supply and requests the customer to call the company to discuss.

7. On 14 July 2021, the customer contacted the company to discuss the orange card received and was advised that the company had been unable to open a customer account for the property due to not having any details of the correct occupier. I understand that the company then advised the customer that under OFWAT's customer protection charter, it would allocate the customer to the property, and it was agreed that the company would backdate its charges to February 2020.
8. On 15 July 2021, the customer's first bill was produced. The customer contacted the company on the same day advising that there had been no water use at the property during the Covid-19 Pandemic lockdown and requested a revised bill. The company responded to the customer, saying that only consumption recorded through the meter had been billed. There was an actual meter reading of 149 in December 2019, and the customer's account was opened on an estimated reading of 149 in February 2020. The 42m³ billed was for consumption between an estimated reading of 149 in February 2020 and an actual reading of 191 taken by the company on 09 June 2021.
9. The customer progressed the dispute to CCWater to resolve as they believed the company should not have used an estimated reading from February 2020. However, I understand that CCWater agreed with the company's position that it had billed the customer correctly based on meter readings available, and the customer had received a water supply free of charge from 17 March 2017 until 20 February 2021 while it had the account listed as a no occupier. The customer remained unhappy with the outcome as they still believed that the company should not have used an estimated reading from February 2020 as the property was closed from January to July 2020 and from October 2020 to April 2021 due to Covid-19 restrictions. In February 2022, the customer commenced the WATRS adjudication process.
10. Concerning the customer's comments that the company should not have used an estimated reading from February 2020 as the property was closed from January to July 2020 and from October 2020 to April 2021 due to Covid-19 restrictions, the evidence shows that Hi Will

11.

12. We're looking to expand our panel of arbitrators on the CIGA Scheme.

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14. We provide independent arbitration for disputes relating to cavity wall insulation provided by installers who are registered with the Cavity Insulation Guarantee Agency and the Insulation Assurance Authority (The IAA) (<https://www.theiaa.co.uk/>).

11. Section 144 of the Water Industry Act 1991 confirms that the property's occupier is responsible for any charges. The evidence shows that the customer did not provide confirmation that they were the occupier since the property was moved to the non-household market until July 2021. Hence, the company did not know that the customer was the property's occupier until this time.
12. The company says that it completed the opening of the customer's account within OFWAT's customer protection charter by only backdating by 16 months despite the customer being the occupant for the entire period the account has been listed in the non-household market. On careful review of all the evidence and meter readings, I find it reasonable for the company to base its estimated reading in February 2020 on its previous actual reading taken in December 2019. Furthermore, whilst the company did not send its "orange notice" till July 2021, there was no loss to the customer as the customer has not been charged for the period 17 March 2017 until 20 February 2020 while it had the account listed as a no occupier.
13. I note the customer's comments that the property was closed from January to July 2020 and from October 2020 to April 2021 due to Covid-19 restrictions. However, in the absence of any later reading than December 2019, I find that if no water consumption was used between January to July 2020 when the property was shut, then the reading used to open the account and the reading when the property reopened in July 2020 would have been the same as the actual reading taken in December 2019. Furthermore, any lack of consumption between October 2020 to April 2021 would be reflected on future bills as the charges for this period are based on actual meter reading taken on 9 June 2021.
14. I note that the customer wishes to see photographs of the meter readings, however, I find this impractical as the company's meter readers do not take photographs in normal practice, so no photographs are available. Bearing in mind the above, I am satisfied that the company acted in good faith when opening an account for the customer at REDACTED and using an opening reading based on an actual reading taken in December 2019.
15. Considering the above, I find that it has not been proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning opening the customer's account and its billing.

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16. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's response documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why it opened the customer's account and why the debit on the customer's account was correct and payable. Accordingly, I am satisfied there have been no failings concerning customer service.
17. The customer has provided additional photographs of her meter readings and screenshots in response to the preliminary decision. Having carefully considered each aspect of the customer's response I find that they do not change my findings, which remain unaltered from the preliminary decision.
18. Considering the above, 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 opening the account for the customer's property and its billing, nor has the customer proven the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings concerning customer service.

Outcome

The company need to take no further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 25 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

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**Mark Ledger FCI Arb
Adjudicator**

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