

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X971

Date of Final Decision: 23 June 2022

Party Details

Customer: The customer

Company: The company

Complaint

The customer claims the company provided poor customer service once it was found that his meter served a neighbouring property and the neighbouring property's meter served his. Furthermore, the company's refund of £346.66 was insufficient for the difference in usage between him and his neighbour. The customer is seeking the company to increase its refund and pay compensation for charging him on an incorrect meter.

Response

The company says the error with the meters was found on 2 October 2021, and it adjusted the customer's account immediately. On 10 October 2021, it refunded the customer £346.66 for the overcharged consumption, which the customer accepted. Furthermore, the company denies that the customer service received by the customer fell below the standard that the customer could reasonably expect to receive. 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 concerning the customer's charges. Furthermore, I am satisfied there have been no failings concerning customer service, for which the customer has not already been offered adequate compensation.

Outcome

The company needs to take no further action.

The customer has until 23 July 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company provided poor customer service once it was found that his meter served a neighbouring property and the neighbouring property's meter served his.
- Furthermore, the company's refund of £346.66 was insufficient for the difference in usage between him and his neighbour.
- The customer is seeking the company to increase its refund and pay compensation for charging him on an incorrect meter.

The company's response is that:

- The error with the meters was found on 2 October 2021, and the company adjusted the customer's account immediately.
- On 10 October 2021, it refunded the customer for the overcharged consumption in the sum of £346.66, which was accepted by the customer.
- Furthermore, the company denies that the customer service received by the customer fell below the standard that the customer could reasonably expect to receive.

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.
2. Whether or not the customer has suffered any financial loss or another disadvantage as a result of a failure by the company.

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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 was adequately compensated after finding that his meter served a neighbouring property and the neighbouring property's meter served his.
2. 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.
3. Furthermore, the company has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and the company's Customer Guarantee Scheme.
4. Under Section 142 to 143 of the Water Industry Act 1991, the company is permitted to charge for water and wastewater services provided and make a Charges Scheme which essentially fixes charges to be paid for services provided. However, as made clear in WATRS Rule 3.5, "*any matters over which OFWAT has powers to determine an outcome*" cannot be considered by WATRS. The question of whether a company has adhered to Section 142 to 143 of the Water Industry Act 1991 is a matter for OFWAT to determine, and therefore I will make no findings on this matter in this decision.
5. From the evidence put forward by the company, I understand that on 22 September 2021, the customer contacted the company to advise that he thought there was a cross-supply issue with his and his neighbour's meters. On 23 September 2021, the company arranged an appointment for 2 October 2021 to visit the customer's property.
6. On 2 October 2021, the company attended the customer's property and confirmed the cross supply and on 5 October 2021, arranged for the customer's account to be backdated to 20 November 2011, this being the customer's occupation date, and advised the customer that he had been over-charged £364.66.

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7. The evidence shows that the sum of £364.66 was derived from the difference in consumption between the customer and his neighbour's meter readings.
8. The customer remained unhappy with the company's payment of £364.66 and progressed his complaint to CCWater. As a result of the discussions with CCWater, the company offered to apply £20.00 to the customer's water services account as a goodwill gesture because of the billing error.
9. However, I understand that this sum was refused as the customer believed that the company should increase its refund and pay compensation for charging him on an incorrect meter. The customer remained unhappy and, on 28 April 2022, commenced the WATRS adjudication process.
10. Regarding the customer's comments that he was not adequately compensated after it was found that his meter served a neighbouring property and the neighbouring property's meter served his, the evidence shows that both his and the neighbour's daily consumption was broadly similar. On reviewing the actual consumption recorded on the customer's actual meter with serial number **XX** and from the consumption recorded on the neighbour's meter serial number **XX**, I find that the company was correct to refund the customer the sum of £364.66.
11. I note that the customer says he cannot be sure that the sum refunded is correct without seeing his neighbour's invoices. However, I find I agree with the company's position that it is unable to provide copies of the invoices issued to his neighbour due to the General Data Protection Regulations (GDPR) as the invoices contain personal information belonging to his neighbour, and the customer is not entitled to this information. Furthermore, I find that this information is unnecessary as the company's evidence clearly shows the meter reading of both meters for a long enough period to establish the difference between the usage of each property.
12. I note that the company has adjusted the customer's account back to the occupation date, which is over and above the maximum of six years set out in the company's Charges Scheme. Bearing this in mind and the fact that due to the refund, the customer has suffered no loss being billed on his neighbour's meter, I find that the company has not failed to provide its services to the standard one would reasonably expect regarding billing.

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13. 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 its calculation of the customer's refund. Furthermore, in recognition of the failure of its billing, the company has offered to make a goodwill credit of £20.00 to the customer's account, however, this has been refused. Accordingly, I find no further sums are due in this regard.
14. The customer has made various comments on the preliminary decision regarding. I note the customer comments that his disability has not been taken into account in drafting the decision, however, the customer has stated he has mobility issues and I cannot determine from the evidence how this would have any effect on the amount of compensation paid by the company after it was found that his meter served a neighbouring property and the neighbouring property's meter served his. 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. In light of the above, I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the customer's charges. Furthermore, I am satisfied there have been no failings concerning customer service, for which the customer has not already been offered adequate compensation, as the company has provided a good level of service throughout its dialogue with the customer.

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 23 July 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.

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- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.

A handwritten signature in black ink, appearing to be 'ML', followed by a long horizontal line extending to the right.

**Mark Ledger FCI Arb
Adjudicator**

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