

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X150

Date of Final Decision: 17 October 2022

Party Details

Customer:

Company:

Complaint

On 1 March 2022, after signing up for paperless billing, the customer received an email from the company that included information about savings that could be made by switching to a water meter. For two adults and two children in a detached house, the average metered charge quoted was £518.73 per year compared to the £1,301.11 the customer paid in 2021/2022. The customer applied for a meter but as his property was unsuitable, the Assessed Volume Charge ("AVC") was applied to his account and he is now benefitting from reduced charges. However, as the customer was not informed about the difference in cost sooner, he would like the company to backdate the AVC from April 2006, when he moved into his property, and provide him with a refund.

Response

The company provides information about metered charges on bills and on its website, but the customer did not apply for a meter until 5 March 2022. On 31 March 2022, the company carried out a meter survey at the customer's property and found that a meter could not be installed. Therefore, the company followed its Charges Scheme and applied the AVC to the customer's account from that date. As the customer has been charged correctly, the company denies liability to backdate the AVC to the date the customer moved into his property.

Findings

The evidence does not show that the company has failed to provide its service to the standard reasonably expected by the average customer by failing to provide the customer with information about metered charges or refusing to backdate the AVC on the customer's account. Therefore, the customer's claim does not succeed.

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Outcome

The company does not need to take any further action.

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ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X150

Date of Final Decision: 17 October 2022

Case Outline

The customer's complaint is that:

- On 1 March 2022, after requesting paperless billing, he received an email from the company that included information about savings that could be made by switching to a water meter. For two adults and two children in a detached house, the average metered charge quoted was £518.73 per year compared to the £1,301.11 he paid in 2021/2022.
- He applied for meter but as the company could not fit one, the AVC was applied to his account from 31 March 2022 and he is now benefitting from lower bills. However, had he been informed about the price difference between metered and unmetered charges sooner, he would have requested a meter much earlier than he did.
- He believes that the company should highlight the savings to be made by having a meter on its bills to help customers make an informed decision about charging methods.
- In its response to his claim, the company says that it does provide information about metering on bills; however, mentioning metering on bills and other documentation is significantly different to actively promoting the potentially huge savings available. He was previously aware that meters were available, but always believed that the charges would be broadly similar to his existing charges and, without specific information about the cost difference, he questions how he could have known otherwise.
- Despite its comments to the contrary, the company did not need any further information from him to know he was being significantly overcharged; it already knew that his unmetered charges were much more than the highest average charges shown in the information it sent by email in March 2022.
- By failing to communicate the potential savings available on its paper bills in the same way as it does in emails to its paperless customers, the company is not treating its customers fairly.
- To resolve this complaint, he would like the company to backdate the AVC on his account to April 2006, when he moved into his property, and provide him with a refund.

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The company's response is that:

- It makes every effort to let customers know about metering and how they may apply, and it provides this information on page 2 of its bills where it also directs customers to its website for further information. However, the customer did not submit an application for a meter or ask for any further information until 5 March 2022.
- On 31 March 2022, it surveyed the customer's water supply to see if it could fit a meter. The meter survey showed that the customer's property could not be metered, so it switched the customer's account from the rateable value ("RV") basis of charge to the AVC with effect from 31 March 2022, in line with its policies and its Charges Scheme.
- As it cannot force its customers to have a meter, the decision to have a meter remains the customer's choice. It is always happy to help customers assess whether a meter would save them money, but as it does not know every customer's individual circumstances, a customer needs to make contact and provide this information in order for an accurate assessment to be made.
- It has only been responsible for supplying the customer since 2018, not 2006, but in any event, as the customer has been billed correctly, it disputes responsibility to backdate the AVC to the date the customer moved into his property.

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 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.

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How was this decision reached?

1. Before I begin my adjudication, I must make it clear that under the WATRS Scheme Rules, I have no authority to make findings with regard to the actions or decisions of third parties that are not party to this case. This means that I am unable to adjudicate on the actions and decisions of the water company that supplied the customer before the company took over in 2018, as that company is not a party to this dispute, and I can only adjudicate on the actions and decisions made by the customer and the company.
2. The customer believes that the AVC should be backdated on the basis that the company only sent information showing how much money could be saved by switching to metered charges on 1 March 2022, after he had signed up for paperless billing, and it should have been more proactive in providing this information beforehand. The customer says that had he been told how much cheaper metered charges would be than RV based charges, he would have applied for a meter much sooner, and it is unfair that such information is only provided to customers on paperless billing.
3. The company says that it provides its customers with information about metering on all of its bills and this information can also be found on its website and in its Charges Scheme. The company states that despite receiving information about metered charges on the bills it has sent the customer since 2018, the customer did not apply for a meter until 5 March 2022. The company also states that, in line with its Charges Scheme, the AVC was correctly applied to the customer's account from 31 March 2022, the date of the meter survey, when it determined that the property could not be metered.
4. As the adjudicator in this dispute, I will only be able to direct the company to backdate the AVC on the customer's account if the evidence shows that, on the balance of probabilities, the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to do so.
5. Having reviewed the evidence, I accept that the company's Charges Scheme entitles the company to charge unmetered customers on the RV tariff and that, as the customer's property was unmetered when the company started to supply it with water in 2018, the customer's charges were correctly based on the RV tariff at that time. Further, I accept that the company's Charges Scheme states that a customer is entitled to the AVC if their property is surveyed for a

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meter but a meter cannot be fitted. In this case, in line with the company's Charges Scheme, I accept that the company was correct in switching the customer from RV based charging to the AVC after the customer's property was surveyed for a meter and found to be unsuitable.

6. However, the customer's claim that he is entitled to have the AVC backdated because the company failed to inform him that a meter would save him money is central to this dispute because the customer states that if he had been given this information, he would have applied for a meter and been put on the AVC much sooner than he was.
7. Having considered the evidence provided by the company, including the annual bills for 2018, 2019, 2020, 2021 and 2022 and the company's Charges Scheme, I find that the company has provided the customer with information about metered charges and how to apply for a meter since it started supplying the customer in 2018. I accept that the information provided did not include specific information about savings to be made by having a meter; however, I also accept that the company's is unable to give accurate information about potential savings until a customer makes contact and provides information about their water usage, as metered charges are not cheaper for all customers. Also, I find it reasonable for the company to expect customers that are interested in having a meter to make contact for further information or fill out an application form.
8. The customer says that the company's failure to provide customers that receive paper bills with the same information as customers that receive paperless bills is unfair because, had he received the emailed information about average metered and unmetered charges when he received paper bills, he would have been able to apply for a meter sooner. However, Rule 3.5 of the WATRS Scheme Rules states that WATRS cannot be used to adjudicate on "disputes relating to the fairness of contract terms and/or commercial practices". In view of this, I am unable to consider whether the company's practices regarding the information it shares with customers receiving paper bills, compared to the information it shares with customers receiving paperless bills, is fair.
9. In view of the above, I do not find that the company has failed to provide its service to the standard reasonably expected by the average customer by failing to provide adequate information about the availability of metered charges or refusing to backdate the AVC.

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Therefore, while I understand that the customer will be disappointed by my decision, the customer's claim does not succeed.

10. Following the preliminary decision, the customer has made some further comments. Firstly, the customer says that his complaint has been misunderstood because it is about the company's failure to give him sufficient information to make him aware that he was paying significantly more on unmetered charges than metered charges, not about the company's failure to give him access to information about metered charges. Having reviewed my decision, I am satisfied that I have addressed this issue at paragraph 7 above. As stated, I do not find it reasonable to expect the company to advise each of its customers whether or not metered charges would be cheaper as metered charges are not cheaper for all customers, and I find that the company has met the expected standards of service by providing access to information about metering and how a customer can make contact to discuss this option further.
11. The customer also says that I have failed to address the unfairness of some customers receiving information about metered charges and some not receiving it. However, at paragraph 8 above I have explained that I am unable to adjudicate on the fairness of the company's commercial practices.
12. The customer also says that I failed to comment on whether the company treated him fairly. As I did not find that the company failed to provide its service to the standard reasonably expected by the average person, I do not find that the company treated the customer unfairly.
13. Finally, the customer has asked for information about what he can do in the event that my decision remains unchanged. This information can be found in the 'What happens next?' section below.

Outcome

The company does not need to take any further action.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 31 October 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.

K S Wilks

Katharine Wilks

Adjudicator

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