

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X239

Date of Final Decision: 7 December 2022

Party Details

Customer:

Company:

Complaint

The customer claims the company has installed, without his permission, a smart meter within the pavement outside his property and intends to use it for billing purposes. The customer is seeking an apology, the removal of the smart meter and additional compensation for the distress and inconvenience incurred.

Response

The company says that under the Water Industry Act 1991 and the Water Industry Regulations 1999, installing a smart meter and using the smart meter for billing purposes is lawful and justified. Furthermore, the company says it has provided good service throughout its dialogue and where there have been perceived failures in customer service, the customer has been paid adequate compensation. Therefore, the company is not liable for any further damages in this respect. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the installation and use of the smart meter. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been paid adequate compensation.

Outcome

The company needs to take no further action.

The customer has until 30 December 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company has installed, without his permission, a smart meter within the pavement outside his property and intends to use it for billing purposes.
- Once the customer raised this issue with the company, it provided poor customer service.
- The customer is seeking an apology, the removal of the smart meter and additional compensation for the distress and inconvenience incurred.

The company's response is that:

- Under the Water Industry Act 1991 and the Water Industry Regulations 1999, installing a smart meter and using the smart meter for billing purposes is lawful and justified.
- Furthermore, the company says it has provided good service throughout its dialogue and where there have been perceived failures in customer service, the customer has been paid adequate compensation.
- The company has not made any further offers of settlement.

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 company should have installed a smart meter at the customer's property and whether, once the one-year consultation period expires, the customer should be moved to metering rather than his current fixed rate charge.
2. The company must meet the standards 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 Sections 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. I note the customer's comments that his customer service complaints related to CCWater as well as the company. However, as made clear in WATRS Rule 3.5, "*the handling of CCWater and Ofwat complaints*" cannot be considered by WATRS. The question of whether CCWater has provided a reasonable level of customer service falls outside the scope of this adjudication, and therefore I will make no findings on this matter in this decision.
6. On 22 February 2021, the company sent a letter to the customer informing him that it would be installing smart meters on all the water supplies on his road, which did not currently have one.

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This was followed by a further letter on 15 March 2021, providing the dates on which the company expected to start work on installing the smart meters.

7. From the evidence put forward by the company, I understand that on 21 July 2021, the company fitted a smart meter to the customer's water supply, and in December 2021, the customer started his one-year transitional period. The one-year period is one where the company sends monthly comparison letters, comparing the Rateable Value charges against the metered charge for the same period using the meter readings the company has been receiving wirelessly.
8. The evidence shows that as the metered charges were more than the Rateable Value charges, the customer was kept on the Rateable Value charge. Following his two-month comparison letter, the customer contacted the company on 13 February 2022 to complain that the smart meter had been installed without his permission.
9. On 2 March 2022, as the customer had not received a response from the company, he contacted CCWater to help resolve the dispute. Between 9 March and 4 October 2022, various discussions took place between the company, the customer and CCWater concerning whether the meter had been installed without his permission and the quality of service received during the customer's dialogue with the company and CCWater.
10. I understand that during this period, it was explained to the customer the reasons why a smart meter was fitted to the customer's property. I also note that during the same period, the company misinformed the customer, and there were various failures to promptly respond to the customer's enquiries. The company made various Customer Guarantee Scheme and goodwill payments totalling £110.00 for these failures. However, the customer remained unhappy and, on 27 October 2022, commenced the WATRS adjudication process.
11. Regarding the customer's comments that the company installed a smart meter without permission at the customer's property. Within its response, the company has provided various sections of its Charges Scheme and pointed out the relevant sections of the Water Industry Act 1991 and the Water Industry Regulations 1999. The evidence shows that the Government has given permission for the company to meter its customers compulsorily and that most of southeast and eastern England is classed as being seriously water-stressed. The customer's property falls within one of these areas, classed as water stressed.

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12. The company says as the customer's property falls within an area classed as water-stressed, it is entitled under section 162 of the Water Industry Act 1991 to install a smart meter on a compulsory basis and therefore set a tariff based on the volume of water used. From the evidence put forward, in my view, the company has shown 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 severe water stress.
13. Accordingly, having reviewed the evidence in full, I must find the company has implemented the compulsory metering scheme fully under the applicable legislation. Because of this, I find the policy to install water meters has been appropriately implemented. I have no authority to direct the company to make an exception for the customer. I am therefore satisfied the company has a clear legislative basis for implementing a scheme of compulsory metering, and I find the customer has not proved the company has unlawfully installed a smart meter. Accordingly, I find I cannot uphold the customer's claim to remove the smart meter. Therefore, this aspect of the customer's claim is unable to succeed.
14. I note the customer's comments regarding the one-year transitional period from Rateable Value charges to metered charges. As set out in the company's Charges Scheme, the company will switch the customer to metered charges 12 months from the first meter reading date. The evidence shows that the customer was informed of the switch to a metered charge, the one-year transitional period and was provided, where possible, monthly comparison bills. As mentioned above, the company is entitled to install the meter, and I find I cannot challenge the fairness of the company's commercial decision to allow a one-year transitional period before moving the customer from Rateable Value charges to metered charges, so I can only look at if the company implemented its policy and it seems they have. Bearing this in mind, and the fact that the customer's one-year transitional period finishes in November 2022, I find that the company has not failed to provide its services to the standard one would reasonably expect regarding the transfer from Rateable Value charges to metered charges. Accordingly, I find this aspect of the customer's claim fails.
15. The company has certain obligations in respect of its customer services. After a 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 the reasons why a smart meter was fitted to the customer's property.

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16. However, I find that the company did not deal with the customer's concerns efficiently and appropriately, considering the circumstances, and this has led to a long, drawn-out dispute. I understand that the customer was provided with various Customer Guarantee Scheme and goodwill payments totalling £110.00 during his dialogue with the company. After carefully reviewing all the correspondence provided in evidence, I am satisfied the company's payment of £110.00 is fair and reasonable in the circumstances to cover the complaint and any distress or inconvenience to the customer. Accordingly, where there were failings in the service provided, I find that the customer has been adequately compensated, and no further sums are due.
17. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied that the company has failed to provide its customer services to the standard expected by the average person. However, as stated above, I am satisfied the company has sufficiently apologised and offered compensation where appropriate within its dialogue with the customer. Therefore, I find the company is not required to provide a further apology.
18. The customer has made comments on the preliminary decision and having carefully considered each aspect of his comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.
19. Considering the above, I am satisfied that the company did not fail to provide its services to the standard to be reasonably expected concerning the installation of a smart meter. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.

Outcome

The company needs to take no 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 30 December 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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