

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X341

Date of Final Decision: 16 February 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer claims the company overcharged him when it implemented a temporary usage ban and illegally installed a smart meter on his water supply. Once the customer raised these issues with the company, it provided poor customer service and failed to provide payment under its Guaranteed Standards Scheme. The customer is seeking the company to pay compensation for the period of the temporary usage ban, remove the smart meter and pay compensation to reflect the inconvenience and distress caused.

Response

The company says the questions of whether a customer has been overcharged because the company has implemented a temporary usage ban and whether it is legal for the company to install a smart meter on a customer's supply is a matter for **XX** and **XX** to determine, and therefore falls outside the scope of this adjudication. Furthermore, the company has credited the customer's account with the statutory payment he's entitled to under the Guaranteed Standards Scheme and its own enhanced version of the Guaranteed Standards Scheme, known as the Customer Guarantee Scheme, for its failure to respond to his email of 24 August 2022 within ten working days. The customer's account was credited £20.00 on 16 September 2022, which was also shown on his revised bill dated 20 September 2022. The company has not made any further offers of settlement.

Findings

I am satisfied that, whilst the evidence shows that whilst the company did fail to provide its services to the customer to the standard to be reasonably expected concerning the customer's email of 24 August 2022, the customer has been adequately compensated.

Outcome

The company needs to take no further action.

The customer has until 9 March 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company overcharged him when it implemented a temporary usage ban and illegally installed a smart meter on his water supply.
- Once the customer raised these issues with the company, it provided poor customer service and failed to provide payment under its Guaranteed Standards Scheme.
- The customer is seeking the company to pay compensation for the period of the temporary usage ban, remove the smart meter and pay compensation to reflect the inconvenience and distress caused.

The company's response is that:

- The questions of whether a customer has been overcharged because the company has implemented a temporary usage ban and whether it is legal for the company to install a smart meter on a customer's supply is a matter for OFWAT and **XX** to determine and therefore falls outside the scope of this adjudication.
- Furthermore, the company has credited the customer's account with the statutory payment he's entitled to under the Guaranteed Standards Scheme and its own enhanced version of the Guaranteed Standards Scheme, known as the Customer Guarantee Scheme, for its failure to respond to his email of 24 August 2022 within ten working days.
- The customer's account was credited with £20.00 on 16 September 2022, and this was also shown on his revised bill dated 20 September 2022.
- The company has not made any further offers of settlement.

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 provided poor customer service when dealing with a complaint about its temporary usage ban and smart meter.
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. Furthermore, WATRS Rule 3.4.1 states, "*WATRS may reject all or part of an application to the Scheme where it considers that a customer should be referred to a more appropriate forum for the resolution of the dispute*".
5. The questions of whether a customer has been overcharged because the company has implemented a temporary usage ban and whether it is legal for the company to install a smart

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meter on a customer's supply is a matter for OFWAT and **XX** to determine, and therefore as previously stated by the in-house adjudicator, I will make no findings on these matters in this decision.

6. However, I find I can deal with whether the company provided poor customer service and made the required Customer Guarantee Scheme payments when dealing with a complaint about its temporary usage ban and smart meter.
7. From the evidence put forward by the company, I understand that on 24 August 2022, the customer contacted the company to complain that the company overcharged him when it implemented a temporary usage ban and illegally installed a smart meter on his water supply.
8. On 13 September 2022, as the customer had not heard back from the company, the customer resent his complaint of 24 August 2022. The evidence shows that the customer's account was credited £20.00 on 16 September 2022 under the company's Customer Guarantee Scheme for failing to respond to his email of 24 August 2022 within ten working days. The evidence shows this credit on the customer's revised bill dated 20 September 2022.
9. I understand that the reason why the customer's bill was revised was that the company could show the customer his account had been credited with the statutory Customer Guarantee Scheme payment he was entitled to as it did not respond to his email of 24 August 2022 within the company's regulated timescale of ten working days.
10. On 20 September 2022, the company responded to the customer's complaint explaining why temporary usage bans were introduced and why the company would not be paying compensation during a temporary usage ban. Furthermore, the company explained why it was 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.
11. The customer was unhappy with the company's response and believed that the company had not fully dealt with his complaint concerning whether it overcharged him when it implemented a temporary usage ban and illegally installed a smart meter on his water supply. On 20 September 2022, the customer passed his complaint to CCWater to resolve, however, without success. On 15 December 2022, the customer commenced the WATRS adjudication process.

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12. As to whether the company provided poor customer service when dealing with a complaint about its temporary usage ban and smart meter, on reviewing the evidence, it clearly shows that the company failed to respond to the customer's initial complaint of 24 August 2022. The company admits this failure and, on 16 September 2022, credited the customer £20.00 under its Customer Guarantee Scheme.
13. Reviewing the customer's revised bill dated 20 September 2022 clearly shows the £20.00 credit for the slow reply to the customer's complaint. 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 its Customer Guarantee Scheme payment.
14. The customer has made comments on the preliminary decision and 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. The company has certain obligations in respect of its customer services. From the evidence provided, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Whilst the company did fail to provide its services to the standard to be reasonably expected concerning the slow response to the customer's email of 24 August 2022, the customer has been adequately compensated under the company's Customer Guarantee Scheme. Therefore, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated. Accordingly, the customer's claim does not succeed.

Outcome

The company needs to take no further action.

What happens next?

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- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 9 March 2023 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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