

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X117

Date of Final Decision: 7 October 2022

Party Details

Customer:

Company:

Complaint

The customer states that the company billed her on the wrong meter for many years and she is not confident about the accuracy of the company's investigation into the impact of this on her previous bills. The company has refused to provide her with copies of bills generated by the meter it has now identified as the correct meter. The customer requests compensation of £10,00.00 for incorrect billing and £2,500 for inconvenience and distress.

Response

The company acknowledges that it billed the customer on the wrong meter since 2005 but says its investigations show that over the period in question, this resulted in the customer being undercharged as meter reads from the correct shows higher usage. As such the customer is not due any bill credits, apart from £126.71 and £514.16 when she was overcharged for one more recent period. Due to various other credits already applied to the customer's account, her claim for inconvenience and distress is not justified. The company did not make any settlement offer to the customer.

Findings

The company acknowledges that it has billed the customer on the wrong meter since 2005. Further, that it is responsible for a delay in arranging for a meter supply investigation to confirm this after the customer informed it of this in September 2020. This is evidence of the company not providing its service to a reasonably expected standard. However, the company's investigation into the impact on the customer's bills on balance shows overall the customer's usage on the correct meter was higher than she was charged for on the wrong meter. The company applied credits to the customer's account for one period where she was being overcharged which is fair, however its refusal to pay any compensation for inconvenience and distress in relation to admitted shortfalls

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

in service constitutes evidence of it failing to provide its services to a reasonably expected standard whilst handling communications and associated complaint.

Outcome

The company needs to take the following further action:

- Provide an apology to the customer.
- Pay the customer £600.00 in compensation for stress and inconvenience caused by billing her on the wrong meter and for service shortfalls and delays in resolving this issue.

The customer has until 4 November 2022 to accept or reject the Decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/X117

Date of Final Decision: 7 October 2022

Case Outline

The customer's complaint (submission by the Consumer Council for Water on her behalf) is that:

- She contacted the company in July and September 2020 regarding higher than expected water bills for a single occupier.
- On 29 September 2020, the company's engineer who was working nearby checked her supply; she turned on her tap and he told her the wrong meter was installed and that she was being billed usage from numbers 80 and 82.
- She called the company immediately and asked for a special reading in order for confirmation that she had been paying someone else's bills.
- She called the company again on 20 and 23 November 2020 reiterating her request however, the company failed to arrange this.
- She contacted the company on three further occasions in February 2021, however, it continued to disregard her requests.
- Between August and September 2021, she started receiving letters from the company regarding replacement of her current meter with a smart meter.
- An engineer attended on 23 October 2021 and confirmed there was only one meter (of three) present on site and the engineer said the other two had been removed in December 2020; it was at this point it was officially confirmed that she had been paying incorrect bills for 18 years (this was shown/evidenced in the photo and video evidence that the customer collected).
- Between November and December 2021, she was told that the billing/reimbursements could only be sorted once the current meter is replaced by a smart meter. She contacted the smart meter team and was told the system authorised reason for the removal of the meter was because it was faulty and could not be read. She disputes this.
- On 23 October 2021, meter 00M222935 was shown in order for her to take photos and the engineer said the other two had been removed in December 2020.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

- However on 2 February 2022, a different engineer presented meter REDACTED in order for her to take photos; this added to the customer's confusion as it contradicted the advice given on 23 October 2021 when meter REDACTED did not appear to be present. The engineer removed meter REDACTED on 2 February 2022 (serving her but she was never billed on) and replaced with meter no REDACTED.
- The company was therefore unable to correctly and accurately identify which meter she was using and which the other households were using, leaving the customer with a lack of trust in the integrity of the company's billing.
- Over the years, she has missed multiple payments resulting in debt recovery action, judgments and her credit rating being affected; none of which was her fault (due to incorrect meter installation). She requested all paper bills relating to her (incorrect) meter REDACTED from 2004 as well as letters and dates of referral to the debt collection agency it used. However, the company has stated that none of this info can be retrieved due to a system data loss or deletion from 2004 to 2019. As such she has no confidence in the outcome of its investigation into billing as advised in its stage two final response dated 22 February 2021.
- The customer is not confident the bill adjustment correctly reflects her actual usage.
- She is unhappy with the company's complaint handling; she initially raised the issue of receiving higher than expected bills with the company on 21 September 2020 and also asked for an investigation.
- After a year's worth of non-responses and inaction by the company, she submitted a formal complaint on 26 October 2021. In addition to this there were failed call backs and complaint deadlines were not adhered to by the company.
- The company has shown a lack of interest whilst dealing with the matter and it has not provided a satisfactory resolution; there are inconsistencies in its findings and further the customer questions legitimacy of the manually created excel spreadsheet evidence provided (due to it not being an original document).
- The company has not sufficiently proven the usage that it says was on meter REDACTED as she said the company has been unable to identify which meter she was using and which the other households were using. She has supplied photos and video footage of recordings she made during engineer visits.
- In May 2022, the company's case handler promised a review of her complaint however in July 2022 she was told that the previous case handler had left and the new case handler would not investigate it further.
- The customer seeks £2,500.00 in compensation for distress and inconvenience.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

- The customer seeks £10,000.00 in compensation for incorrect billing.

The company's response is that:

- The customer contacted it on 21 September 2020 querying her bills as she thought they were too high for somebody who lives on her own, as she does. Its agent advised before investigating that possibility, they would send a request to arrange for another meter reading to be taken.
- On 23 September 2020, meter readers attended and read meter number REDACTED (the meter used to bill the customer for its services since she had occupied her home) and noted it was reading 2225m³ (cubic metres) but also noted the meter had been disconnected from the supply.
- On 29 September 2020, the customer called it to advise she had asked an employee who was working in her area to test which meter was connected to her supply and when they did, they found that the meter connected to her supply was different to the one it used to bill her. Its agent incorrectly arranged another meter read when they should have arranged for a supply investigation to be carried out.
- When the customer called again on 20 November 2020, its agent correctly told her that it needed to arrange for an engineer to attend and carry out a supply investigation but confirmed that unfortunately, it had temporarily paused field work of this nature due to the pandemic. A call back from a manager was agreed as the customer was unhappy.
- A manager called the customer on 23 November 2020 and told her it had received approval for a supply check however it was unable to book an appointment as its computer system had blocked all appointments.
- On 12 February 2021, the customer called again and a request was raised with its Metering Team to contact the customer to exchange the meter and to “prove” the supply. To “prove” a supply is to confirm which meter is connected to a supply.
- On 18 August 2021, its metering team attended the customer's property to exchange the meter and carry out a proof of supply however unfortunately the customer was not in so these were not carried out. It sent the customer a text message asking her to get in touch to make an appointment.
- On 30 September 2021, the customer called it to make a supply investigation appointment.
- Its engineer attended on 23 October 2021 and confirmed it had been billing the customer on the wrong meter. To do this, they would have asked her to run the supply inside her home and then they would have watched to see which meter was turning when the customer's supply was being used. The result of this is that it proved meter number REDACTED which was reading

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

3970m³ (cubic metres) was the meter that was capturing the supply of water supplied to the customer's home - meter number REDACTED is the meter that it used to bill the customer between 15 March 2005 and 23 October 2021 but was proven not to capture her water supply on 23 October 2021.

- The customer called on 26 October 2021 and sent a complaint email on the same day setting out events and advising she expected a thorough investigation of what had happened. She referred to receiving high bills in the past which she had been unable to pay in full which resulted in the company pursuing the debt via its debt collection process.
- The customer sent a further email on 10 November 2021 and its Case Manager spoke to the customer on 24 November 2021 advising that they would put things right for her and following this up with an email sent the same day confirming it would call her with an update on 14 December 2021. On the same date it credited the customer's account with £30.00 as per its Customer Guarantee Scheme (CGS) for not responding to her written complaint of 26 October 2021.
- On 14 December 2021, the customer emailed the company chasing a response to her complaint which it had promised to provide by 14 December 2021. On 16 December 2021, its Case Manager noted it needed to correct the overcharge and confirm correct meter for the customer's property. They also noted as the meter was misted up, a meter exchange was needed. On 17 December 2021, it called the customer to confirm it intended to change the meter and then to check usage after two weeks. The company's notes state it told her this would not impact her previous bills or the calculation for the adjustment it needed to make.
- On 5 January 2022, the customer advised she wanted to discuss a matter of concern with it prior to her confirming a meter removal date. On 6 January 2022, it confirmed to the customer it had made an appointment to change the meter on 2 February 2022. Its Metering team replaced meter number REDACTED (which had already been proved to her supply on its previous engineer's visit of 23 October 2021) which was reading 3989m³ with new meter number 311718727 which was reading 0m³.
- During a call to the customer on 4 February 2022, its Case Manager called the customer to advise she'll now compare the usage recorded on the meter that had been capturing her supply (REDACTED – for which it had a full meter reading history) against the meter it had been billing her on and would be in touch again by 16 February 2022. On 14 February 2022, it confirmed these next steps and said it would update the customer on 17 February 2022.
- It tried to call the customer on 17 February 2022 to advise of its findings after doing a full read history, which was that the customer had been billed less on the meter it had been sending her

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

bills for. Her actual usage was higher than what it had sent her bills for. Its Case Manager did notice that since September 2017 the usage on the correct meter was lower than the usage it had billed on the wrong meter and so it calculated an adjustment of £126.71 to be applied to the customer's account. In addition, it applied another credit of £23.96 which meant she had only been billed for the daily standing charges (which are an element of its customer's bills which is charged daily regardless of how much water is or is not used) since her account was migrated to its new billing system on 29 September 2019 to 22 October 2021 (the day prior to confirming the correct meter for the property).

- The Case Manager also found that in years gone by it had archived debt totalling £1,168.59 – this means although the debt is deemed to be payable, it will not look to recover this debt as it has become too expensive to continue pursuing it via debt recovery agents. In addition, it found that its Customer Assistance Fund (CAF) had credited the customer's account with £547.30 previously on 9 September 2020.
- It explained its findings to the customer on 18 February 2022, however, as she was unhappy, after consulting with their manager, its Case Manager agreed to also adjust another billing period between 27 March 2013 and 25 September 2017 (where the previous adjustment was calculated from) based on her current lower consumption rate (0.18) and this would result in a further credit of £514.16 being added. This left her account £677.16 in credit. Its Case Manager confirmed its position to the customer in its letter dated 21 February 2021.
- In response to the customer's 22 February 2022 request for records dating back to 2005, in line with UK General Data Protection Regulations, it no longer holds most data over six years old. For example, original copies of bills it sent to its customers that are over six years old generally are not available, however it does still have a record of meter readings from the date any particular meter was installed, it also has a record of bill amounts and payments received held within its old and new billing systems and these records go back as far as when the water industry was privatised in the UK and its inception.
- On 27 April 2022, it replied to the customer's 5 April 2022 complaint raised via CCW answering the questions they raised, detailing the investigation and calculations. It received further correspondence from the customer on 28 April 2022 requesting that it cancelled the refund it had arranged for her.
- In her communication dated 29 April 2022, the customer requested all data regarding the meter readings and usage for REDACTED. It replied on 11 May 2022 explaining that it could not provide bills for REDACTED which were not in the customer's name due to Data Protection

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

reasons. It however attached meter readings for meter serial number REDACTED for the requested periods.

- It confirmed its position to the customer during calls on 12 May and 26 July 2022.
- Due to the lapse of time it cannot be sure why the error of assigning the wrong meter to her home happened. However, when the property was built in 2000 it would have supplied its meters to the developer to fit to the individual properties and either the developers fitted the meters and provided it with the wrong meter number for the customer's home, or its Developer Services Team whilst creating these new properties on its billing records at the time, entered the wrong meter number for the customer's home as a human error.
- In conclusion, although it has been proved that it was billing the customer on the wrong meter, she has actually benefited by the error as the meter that was actually capturing her consumption, showed that she was using more water than what it had billed her for.
- The customer was now benefitting from a 50% discount on all of her bills with effect from 24 August 2020 as she qualifies for its 'WaterHelp Scheme'.
- Regarding use of its debt recovery process in the past, it acted correctly in line with its Charges Scheme which is set in law by using its debt recovery process which includes the use of external debt collection agencies at times when it had received no payments from the customer.
- The company however accepts that the customer received a poor service from it which led to missed call backs and not being able to arrange appointments to investigate her supply quickly enough. Whilst the pandemic was a factor, it agreed the service was not at the expected standard. Ordinarily, it would provide a goodwill gesture for the below par service she received from it but as she had been compensated by additional credits totalling £664.83, it recommended that the customer called its REDACTED and arranged to have her credit balance of £697.33 refunded to her.

Reply

- The customer commented on points made by the company throughout the Defence. Her main points relate to the Defence intentionally highlighting her financial hardship and the discounts she reached for – it repeats this throughout. She feels this has been done to discredit her. She says the Defence should focus on its wrong installation and billing.
- The Defence tries to portray her to be dismissive of the pandemic which is not the case.
- The customer suggests that the Defence has breached the law by linking her water usage/billing to meter ending 681 which does not have her data attached to it; this contradicts all the data she

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

has on her bills since 2004 (although the company says 2005) that confirm meter ending REDACTED is her meter.

- She was not contacted about the alleged appointment to read the meter ending REDACTED on 23 September 2020. She questions the company's suggestion that the meter ending REDACTED had been disconnected. She also says if the meter was read on this date, it contradicts the company's submission that field work had been paused due to Covid-19 as well as meter reads earlier in 2020.
- The customer queries why the company's notes dated 23 November 2020 refer to meter ending REDACTED recording usage at her property as it had not been officially confirmed at that stage.
- She is unhappy about its suggestion that she had more usage than the other household and that meter installation error had "done her a favour".
- The customer highlights that the company has not apologised or shown any empathy.

Comments on the Preliminary Decision

- The customer has explained why she feels she has sustained financial loss as a result of the company failing to bill her on the correct meter, namely that she has been paying her neighbour's bill which is a 75% increase (based on four people).
- She disputes the way the company has calculated loss and disputes the finding that the company has proven she is responsible for the usage on meter ending 681.
- She says the company has not provided any evidence to show her neighbour ever paid their water bills.
- The company says the finding that it did not provide its services to the expected standard by billing the customer on the wrong meter for a prolonged timeframe contradicts the statements: "I accept that the company was billing the customer at that time in good faith using the information available to it" and "I am satisfied that its use of its debt recovery process does not constitute evidence of it failing to reach a reasonably expected standard".
- It disputes the compensation award for stress and inconvenience as:
 - The customer did not challenge her bills prior to September 2020 and so it disputes that stress and inconvenience was caused during the timeframe the customer was unaware she was being incorrectly billed.
 - In accordance with its goodwill/compensation guidelines, it pays £10.00 per month for delay, therefore £130.00 would be due for thirteen months delay, plus £10.00 per month from October 2021 when it proved the correct meter to her home, to February 2022

www.WATRS.org | info@watsr.org

when it completed its investigation, therefore £130.00 would be due here. In addition, to take account of other service failings such as delays in responding to complaints, it would have doubled that amount (despite the relevant CGS payments have been made). However, due to the customer already having made a saving of £2,826.33, which it is entitled to recover but has stated it would not do so, it should not have to pay compensation.

- It clarifies credits of £664.83 have not been removed however the customer may call its billing team to receive her refund if £697.33 which is her credit balance at today's date after the credit adjustments were made.

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.

How was this decision reached?

1. The customer's claim concerns the discovery that the company had been billing her for water usage on the wrong meter for many years.
2. It is noted from the customer's WATRS Application that she requests £12,500.00 in total compensation. I remind the parties that in accordance with Scheme Rule 6.4, this amount exceeds the maximum limit for household customers under the Scheme, which is £10,000.00 (this includes

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

the cost/value of any action taken). As such, any award made by WATRS is unable to exceed the £10,000.00 limit on this basis.

3. Further, I remind the parties that Scheme Rule 3.4.1 states the Scheme cannot be used to adjudicate disputes where a customer should be referred to a more appropriate forum for the resolution of the dispute. The Information Commissioner's Office formally investigates allegations of data protection breaches therefore, in accordance with Scheme Rule 3.4.1 this element of the claim falls outside of the scope of WATRS and as such the customer's allegations in this regard will not be considered on this basis.
4. On 29 September 2020, the customer informed the company that one of its operatives had checked which meter supplied her home and that they identified that the company had been billing her for water usage using another meter. The company subsequently confirmed this and said this had been the case since it first started billing the customer in March 2005. In its Defence, the company has explained that the likely cause of this is due to human error, either: on the part of the developer of the property when, in or around 2000, they provided it with the wrong meter number for the customer's home after it had provided meters for them to fit or; on the part of its Developer Services Team by entering the wrong meter number for the customer's home whilst creating these new properties on its billing records at the time.
5. Whilst the company's explanation is plausible and suggests the reason for the mix up was human error, its failure to bill the customer on the correct meter for more than fifteen years, nonetheless constitutes evidence of it failing to provide its service to the expected standard.
6. Furthermore, there was a delay by the company in arranging for a meter supply investigation to confirm the findings of the unofficial check of the customer's supply carried out by one of its operative that she informed it of on 29 September 2020. The company only confirmed it had been billing the customer on the wrong meter when its engineer attended the property on 23 October 2021 to complete a supply investigation. In its Defence, the company explains that the delay of approximately 13 months was in part due to the impact the Covid-19 pandemic had on its operations which included a pause on all non-urgent field work such as meter supply investigations however it also accepts that the length of the delay was unreasonable.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

7. Whilst I accept that Covid-19 restrictions would have affected the company's ability to provide its services, resulting in delays and disruptions, given the potential consequences of the customer being billed on the wrong meter for a prolonged length of time, it is reasonable to expect the company to have carried out the supply check earlier than it did. I am mindful that the delay in verifying if the customer had been billed on the wrong meter resulted in a delay to the company's investigation into whether she had been overcharged as a result of this issue. As such the company's delay in arranging for a meter supply investigation is evidence of it failing to provide its service to a reasonably expected standard when responding to issue of the customer being billed on the wrong meter.
8. The customer is unhappy with the outcome of the company's investigation into whether she was overcharged as a consequence of being billed on the wrong meter. From her WATRS application, it is clear she feels that the company has not sufficiently proven that the usage on meter REDACTED is hers and she questions the accuracy of the company's calculations shown in its "manually created" excel spreadsheet. The company's investigation that it confirmed in its complaint response to the customer dated 21 February 2022, consisted of it comparing the usage recorded on the meter that it believed had been capturing the customer's supply – meter number REDACTED against the meter it had been billing the customer –meter number REDACTED.
9. The outcome of its investigation was that based on the meter reads, the customer's overall actual usage on meter REDACTED between 15 March 2005 and 23 October 2021 was higher than the usage she was billed for on meter number REDACTED during the same period. This resulted in the bills issued to the customer, generated by the lower usage recorded on meter number REDACTED, being £4,450.61 whilst the bills generated by the customer's higher usage on meter REDACTED (issued to the occupants of another property), being £7,276.94. Based on this evidence, it said the customer had been undercharged by £2,826.33, however, that it would not look to recover this sum. The company did acknowledge however that within the period reviewed, since September 2017, the usage on the correct meter was lower than the usage it had billed the customer for on the wrong meter. The company applied a credit of £126.71 to the customer's account on 15 February 2022 as a refund of the overcharges for this period and made a further bill adjustment of £514.16 on 21 February 2022 based on her current lower consumption of 0.18.
10. The company has supplied its engineers' notes and photos from their visits to the property including on 23 October 2021 when it was confirmed that it was meter REDACTED that served

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

the customer's property as oppose to meter REDACTED. The company has also provided a history of the customer's payments since 17 February 2005 (Evidence 3) and evidence of the usage, meter reads and amounts billed on the two meters. The company acknowledges that this evidence contains some data that it has manually calculated/estimated for the purposes of its investigation, for example, the opening read on the customer's correct meter (for the period 15 March 2005 to 4 May 2005) and the first bill. It explains this is because there was no meter read on this date and other customer did not have a bill for the same period.

11. On balance, I am satisfied that the company has demonstrated that any such calculations were reasonable or based on data it did have, for example the customer's average daily usage from subsequent reads. As such, I find that the supporting evidence supplied by the company supports its finding that the customer was undercharged rather than overcharged during the period in question, apart from the timeframe from September 2017. Further, having reviewed the photographic and video evidence supplied by the customer and bearing in mind the evidence supplied by the company, I find that there is insufficient evidence to establish that its conclusions regarding the which meter captured the customer's usage and the impact on billing, are incorrect. Whilst in her comments on the preliminary decision, the customer reiterates that the company has not proven that she is responsible for water usage on meter ending 681, I am satisfied that the evidence provided by the company is sufficient to demonstrate, on a balance of probabilities, it was correct in identifying that her usage was being recorded on meter ending 681.
12. The customer has raised a concern about the company's timeliness of its complaint responses and standard of its communications with her since she raised the issue with it on 29 September 2020. Apart from the delay with arranging the meter supply investigation mentioned above, there was a delay by the company when responding to the customer's written complaint of 27 October 2021. Despite the customer contacting the company on more than one occasion to chase it for a response including on 10 November and 14 December 2021, the company did not provide a response to the customer until 21 February 2022. This far exceeds the 10 working day timescale stated in its complaints process, however, it is noted from the evidence that the company applied a credit of £30.00 to the customer's account which shows it acted in line with its CGS in regard to this delay.
13. The company also did not respond to the customer's subsequent email dated 25 February 2022 in which she asked to discuss the findings of its investigation. This also constitutes a failure by the company to provide its service to a reasonably expected standard.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

14. The company did however then provide further responses on 27 April 2022 and on 11 May 2022 following the customer's complaints dated 5 April 2022 and 27 April 2022 raised by CCW on her behalf. Within these responses, it is evident that the company reasonably sought to answer the points raised by the customer in relation to the findings of its investigation. It also signposted her to the ICO regarding her request for copies of historic bills not in her name, which it said it was unable to provide. Its response in this regard was reasonable. Whilst in her WATRS application it is claimed that one of the company's Customer Relations staff promised the customer a further review of her case in May 2022, I cannot find any evidence to support this. Therefore, apart from the delay in issuing its initial complaint response (which the company has put right by issuing a CGS payment) and a failure to respond to the customer's 25 February 2022 communication, there were no further instances of delays by the company during this timeframe.
15. In summary, the company did not provide its services to the expected standard by billing the customer on the wrong meter for a prolonged timeframe. Furthermore, it did not arrange a meter supply investigation within a reasonable timeframe of the customer's 29 September 2020 communication, in turn causing a delayed with investigating the effect of this on the customer's billing. It also did not provide a complaint response within the timescale stated in its complaints process. However, the company's investigation into the customer's bills dating back to 2005, shows that on balance that overall, she was not overcharged.
16. Regarding the customer's request for £10,000.00 for incorrect billing, as the company has shown that on balance, the consequence of it billing the customer on the wrong meter resulted in her being undercharged (apart from since September 2017 for which the company applied a credit of £126.71), there is a lack of evidence to support the claim for this amount in bill credits. Furthermore, I am not satisfied the customer has shown she sustained financial loss beyond what has already been credited. I have considered the parties' submissions regarding the company having followed its debt recovery process at times in the past (between 2010 and 2013) when it did not receive any or the full bill payment from the customer. Whilst the payments being pursued were in relation to incorrect bill amounts, as I accept that the company was billing the customer at that time in good faith using the information available to it, I am satisfied that its use of its debt recovery process does not constitute evidence of it failing to reach a reasonably expected standard. Furthermore, the company has demonstrated that it previously archived a total of £1,168.59 of the customer's bills that remained unpaid meaning it no longer would pursue this

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

debt. In addition, its CAF credited £547.30 to the customer's account on 9 September 2020 to reduce the customer's remaining historical charges. Therefore, there is no evidence to justify any further bill credits.

17. Regarding the customer's request for £2,500.00 for stress and inconvenience, it is noted that in its Defence, the company did not agree to pay any compensation for stress and inconvenience due to the credits it had already applied to her account including the previously mentioned bill adjustments of £126.71 and £514.16, another adjustment of £23.96 which related to her account migrating to its new billing system and its promise to only charge fixed charges, and the previously mentioned archived debt of £1,168.59 and CAF credit of £547.30 which it said resulted in her account being £677.16 in credit.
18. Regardless of bill credits most of which do not relate to the substantive issues of the complaint, due to the instances found in this review when the company's service provided did not reach the expected standard, it is reasonable to direct that it pay the customer a measure of compensation for the resulting inconvenience and distress suffered. I acknowledge that in its comments on preliminary decision, the company has also argued that it should not have to pay the customer compensation due to her benefitting from the incorrect billing, however, based on the evidence, I am satisfied that a compensation award has been justified in the circumstances.
19. When assessing a suitable level of compensation, I have taken into account:
 - a. The prolonged length of time the company billed the customer for usage on the wrong meter. In its comments on the preliminary decision, the company disputes that the customer was caused stress and inconvenience from 2005 until September 2020 when she was unaware of being incorrectly billed. Whilst this is accepted, the customer has said in her submissions that she suspected an issue with the meter in the months leading up to September 2020 (the company has since confirmed that she was being overcharged during this timeframe); I note that the action taken by the customer by way of asking an operative to conduct a supply check, supports this. Whilst only a nominal amount of £250.00 was awarded for this element in the preliminary decision, in view of the company's above point raised, this amount has now been reduced to £100.00.
 - b. The delay of approximately thirteen months by the company before it carried out a meter supply investigation notwithstanding some of this delay was caused by the impact of the Covid-19 pandemic. This delay would have caused the customer significant distress and inconvenience as during this timeframe the customer was aware that the company

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

continued to bill on the wrong meter. I find a fair and reasonable amount is £250.00 for this aspect.

- c. The delay with investigating the impact of the issue on the customer's bills since 2005 and delays when responding to the customer's communications and complaints. These delays would have caused further distress and inconvenience to the customer, in particular the delay with responding to her complaint as this prolonged the complaints process and ultimately a resolution to the complaint. I find a fair and reasonable amount is £250.00 for this aspect.

20. Taking into account the above factors, I find that the company shall pay the customer a total amount of £600.00 in compensation. This falls into the lower end of Tier 3 of the WATRS Guide to Compensation for Inconvenience and Distress. In light of the instances where the company's service provided has not reached a reasonably expected standard, I also direct that the company provide the customer with a written apology on this basis, as per her request.

Outcome

The company needs to take the following further actions:

- Provide an apology to the customer.
- Pay the customer £600.00 for stress and inconvenience caused by billing her on the wrong meter and for service shortfalls and delays in resolving this issue.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 4 November 2022 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

decision. If the company does not do what I have directed within this time limit, you should let WATRS know.

- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.



A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice)

Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.