

Alternative Dispute Resolution (ADR) case review
Final Report

September 2024

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Summary

Ofcom commissioned Lucerna to carry out a review of a sample of cases from the two Alternative Dispute Resolution (ADR) schemes regulated under the Communications Act 2003.

This exercise forms an input into Ofcom's wider review of the operation of ADR in the telecoms sector.

The two schemes included in this case review are The Communications Ombudsman (CO) and The Communication and Internet Services Adjudication Scheme (CISAS).

Ofcom specified that the case review should seek to answer the following questions:

- Are the schemes sufficiently accessible, including to vulnerable consumers?
- Do ADR schemes provide consumers with sufficient and clear guidance throughout the claim process?
- Are the appropriate cases being accepted by the schemes in line with the scheme rules?
- Are the schemes' decisions fair and reasonable?
- Are the decisions reached and remedies provided broadly consistent within and between schemes?
- Do the schemes' processes reflect the published procedures on their website, including their scheme rules?
- Are decisions clearly explained to consumers?
- Do the schemes respond to complaints in a timely manner and within agreed timeframes?
- Are differences in the schemes' processes having an impact on outcomes for consumers?

Our work

Before we made a recommendation on case selection, we carried out a review of available data on case categories and outcomes, collected information about the rules and procedures of the two schemes, and conducted a short programme of interviews with case handlers at both schemes and with the Independent Assessors of both schemes.

The purpose of the interviews was to make sure that we had a full appreciation of the nature of the cases in this sector and to explore which types of cases tend to be time consuming and difficult to resolve or tend to leave consumers or providers or case handlers dissatisfied with the outcome.

This case review examined 96 cases from CISAS, and 106 cases from CO. CO allows for both consumers and firms to appeal against the original decision but CISAS does not have an appeals stage. The extra appeal stage accounts for the additional cases requested from CO.

The cases were drawn from cases closed in the last six months up to April 2024.

Ofcom asked us to recommend whether or not the cases should also be selected from consumers based in different regions of the UK. We agreed with Ofcom not to attempt to introduce a split in the case selection based on the consumer's location. From our desk research and interviews we concluded that it would be unlikely, barring local area technical faults, to meaningfully draw conclusions from a modest sample of cases that would be relevant to consumers in different areas.

We agreed with Ofcom that the case selection should cover cases drawn from the following categories:

- **early settlement** – cases where an early settlement was proposed by the provider before the ADR scheme made a decision, split between cases where the consumer accepted or rejected an offer made by a provider;
- **jurisdiction** – cases where a provider objected to the matter falling within the jurisdiction of the scheme, and cases that involved fraud and data protection, split between cases where the complaint was ruled in and out of jurisdiction;
- **vulnerability** – cases where a reasonable adjustment was made to accommodate a consumer's vulnerability, split by outcome of case upheld or not upheld;
- **business** – cases involving a business customer, split by outcome of case upheld or not upheld;
- **cases where the ADR scheme made a decision (excluding early settlement cases)** – including some cases that were likely to be more complicated than average, split by outcome of case upheld or not upheld (and an extra 10 cases in this category that had been through CO's appeal process);
- **distress and Inconvenience (D&I)** – cases where the scheme had made a D&I award, split by value of award.

In the sample of cases where the ADR scheme had made a decision, we asked for some cases that we thought may be more complicated or contentious than usual. For example, cases where a consumer’s credit record had been affected and cases involving a complaint about intermittent service. We selected these topics based on the evidence that we collected during interviews with case handlers and Independent Assessors – we had asked about cases that raised difficult issues. Where we didn’t specify a particular subject matter for case, we asked the schemes to draw the cases at random.

The cases, where relevant, were split across the broad complaint categories of: billing; service quality; customer service; and contract issues.

We designed an assessment framework that included looking at twenty-five case assessment criteria for each case in order to answer Ofcom’s questions.

Our findings

For the most part, on the comprehensive questions posed by Ofcom, both schemes are performing well.

We ranked cases from 0 (no concerns), 1 (minor concerns), 2 (some concerns) to 3 (significant concerns). The overall results are set out in table 1 below.

Table 1: overall results from case assessment

Percentage of cases: CO	Ranked
5%	3
13%	2
3%	1
79%	0
Percentage of cases: CISAS	Ranked
2%	3
5%	2
11%	1
82%	0

We found that:

- both schemes are sufficiently accessible, including to vulnerable consumers and the schemes provide consumers with sufficient and clear guidance

throughout the claims process – we found only two cases where we had some concerns in this area, one from each scheme.

- the schemes are accepting cases in line with their scheme rules – we found only two cases in this area where we had significant concerns, one from each scheme;
- we consider that the schemes' decisions seem, for the most part, fair and reasonable – excluding concerns relating to D&I, we found six cases, three from each scheme, where we had some or significant concerns;
- the decisions reached and remedies provided are broadly consistent within and between schemes, but CO tends to make D&I awards that are lower than those made by CISAS;
- apart from concerns covered elsewhere in our findings, the schemes' processes reflect their published procedures on their websites, including their scheme rules;
- on the whole, decisions are clearly explained to consumers, but there is room for some improvement in the clarity of decisions issued by CO – we had some or significant concerns about 8 CO cases and 2 CISAS cases in this assessment category, including two CO cases where the decision drafting appeared to go too far in deterring appeals; and
- there is room to look at the time taken for remedies to be implemented – while this matter is not within the control of the ADR schemes, there may be some measures (such as better channels of escalation from ADR schemes to more senior levels at providers) that might be beneficial.

We conclude that, on the whole, both schemes appear to be making fair and reasonable decisions and differences in the schemes' processes are not having a material impact on outcomes for consumers. But there are differences, for example, in terms of the levels of D&I awarded, policies around maintaining offers made by providers before a consumer comes to ADR, and the existence of an appeals stage in CO's procedures and not in CISAS's procedures.

Thank you

We would like to thank staff at both schemes, and the Independent Assessors of both schemes, for the assistance provided to us during this review. People were generous with their time, and provided all the information we requested often to tight deadlines. We were grateful for this cooperation as we carried out our work.

Frequently used ADR terms

Dispute – a complaint from a consumer, which has not been resolved by a provider, is a dispute between the two parties when referred to an ADR scheme.

Case – the occurrence of a dispute between consumer and firm and the proceedings that resolve or attempt to resolve the matter.

A case file – the documentation that the provider holds about the consumer's complaint and its efforts to resolve it. This is usually provided to the ADR scheme.

Deadlock letter – a letter from a provider to a consumer setting out that it has tried and failed to resolve the consumer's complaint and the consumer is now free to approach an ADR scheme.

Stages of a case

Early settlement – the consumer and provider agree a resolution, for example because the provider makes an offer that is acceptable to the consumer, before the ADR scheme makes a decision.

Jurisdiction decision – a decision that the case falls within or outside of the scope of the ADR scheme (often in response to a provider objecting to the scheme accepting the case), in line with the rules that set out the cases the scheme can accept.

Decision (or adjudication) sometimes called a **decision on the merits** to distinguish this from a jurisdiction decision – a finding made by the ADR scheme that decides the outcome of the case. Consumers are free to reject a decision and, if they wish, pursue the dispute with the provider via the courts.

Appeal – CO allows consumers to appeal a decision in a limited number of circumstances: if new evidence has come to light; or if a material error has been made. CISAS does not have an appeal stage in its case procedures.

Case outcomes

Upheld in full – the ADR scheme decides that the consumer's dispute succeeds and rules in favour of the consumer on all counts.

Upheld in part – the ADR scheme decides that part of the consumer's dispute succeeds and rules in favour of the consumer on some counts.

Not upheld – the ADR scheme decides that the consumer’s dispute does not succeed and does not rule in favour of the consumer on any count.

Awards made to consumers

Remedy and/or compensation – a remedy and/or compensation is designed to return the consumer back to the position they would have been in but for the provider’s error or failings, for example, a refund if the consumer has been over charged or putting something right.

Distress and Inconvenience (D&I) – D&I, sometimes called a Time and Trouble award, is separate from a remedy or compensation. The aim of D&I is to acknowledge the time and trouble that the failings have caused the consumer and can be awarded in addition to the specification of a remedy or compensation.

The Jurisdiction (scope) of the ADR schemes

Both ADR schemes accept disputes between customers and providers of communications services (for example, mobile, landline and broadband services). They accept disputes, for example, about bills, services provided and the quality of customer service.

Customers must give the provider chance to resolve a complaint first, so disputes where the customer has not first complained to the provider (or it has been less than 8 weeks since they complained unless the provider has issued a deadlock letter) fall outside the jurisdiction of the ADR schemes.

Complaints about the fairness of a company’s general commercial decisions, for example, the price of a service fall outside the ADR schemes’ jurisdiction. As do matters such as: disputes that would require the scheme to decide whether fraud has taken place; there has been a breach of data protection regulations; or the matter would be better dealt with by a regulatory body or a court.

1.0 Methodology

1.1 Ofcom's requirements

Ofcom specified that the case review should seek to answer the following questions:

1. Are the schemes sufficiently accessible, including to vulnerable consumers?
2. Do ADR schemes provide consumers with sufficient and clear guidance throughout the claim process?
3. Are the appropriate cases being accepted by the schemes in line with the scheme rules?
4. Are the schemes' decisions fair and reasonable?
5. Are the decisions reached and remedies provided broadly consistent within and between schemes?
6. Do the schemes' processes reflect the published procedures on their website, including their scheme rules?
7. Are decisions clearly explained to consumers?
8. Do the schemes respond to complaints in a timely manner and within agreed timeframes?
9. Are differences in the schemes' processes having an impact on outcomes for consumers?

Ofcom also specified that the cases selected for review must meet the following specification:

- 100 cases per scheme (200 in total);
- at least 70% of selected cases to have gone through the adjudication process; and
- at least 10% of selected CO cases to have gone through their appeals process.

And that the case selection should include:

- cases where an early settlement was proposed (and within this category, include a mix of where the consumer accepted and rejected the settlement);

- cases where a provider objects to the case being in scope (and within this category, include a mix of where the ADR scheme accepted and rejected the provider's objection); and
- a mix of case types in terms of case outcomes, category of case, mix of providers, residential and business consumers and consumers who have indicated that they may have vulnerabilities and/or require reasonable adjustments.

1.2 Methodology to meet Ofcom's requirements

Our methodology for the case review was divided into five main stages:

1. data review and information to inform case selection;
2. the case selection;
3. the case assessment criteria;
4. the case review; and
5. quality control.

1.2.1 Data review and information to inform case selection

We sent a short information request to both schemes, asking them to provide their:

- scheme rules;
- case processes;
- categorisation of cases;
- accessibility guidance; and
- distress and inconvenience (time and trouble) guidance.

Some of this information is in the public domain (see Annex 1) and some was provided to us in the form of guidance internal to the organisation. CO provided us with a short training session to explain its case handling processes. Both organisations engaged with us to discuss, in detail, how cases are recorded and how case outcomes are recorded, and both organisations provided us with their data reporting returns to Ofcom.

We carried out a short programme of interviews. Firstly, to make sure that we had a full appreciation of the nature of the cases in this sector and secondly to explore which types of cases tend to be time consuming and difficult to resolve or tend to leave consumers or providers or case handlers dissatisfied with the outcome. These interviews included case handlers at CO and adjudicators at CISAS, people responsible for setting overall policy at both organisations, and interviews with the Independent Assessors for both organisations.

The independent Assessors for each scheme can hear complaints about the scheme where the scheme's own complaint process has not resolved such complaints. They can hear complaints about the standard of service provided by the scheme but not issues of substance about a consumer's complaint. If they consider it appropriate they can make recommendations to the scheme for changes to be made and/or require the scheme to issue an apology and/or pay compensation. Each Independent Assessor publishes an annual report on their work.

1.2.2 The case selection

We agreed with Ofcom that the case selection should include some complex cases and a random selection of cases which were likely to be straightforward for the schemes. We took this decision to balance the desire to highlight particular issues while providing an accurate (as far as possible with a small sample size) reflection of the schemes' performance, so we could fairly assess them against Ofcom's requirements.

These targeted cases included those:

- that included some allegation of fraud or where a consumer complained about harm from a breach of personal data – we heard from case handlers and adjudicators that in these types of cases they often had to make careful decisions around aspects of the case that fell in or out of jurisdiction;
- that involved an adverse impact on a consumer's credit record – one of the Independent Assessors had suggested to us that these cases have the potential to have a high impact on consumers; and
- where the consumer complained of intermittent service problems – we heard from some case handlers and adjudicators that it can be difficult for consumers to provide evidence of their problems in these cases.

Following a case selection meeting with Ofcom, the final case selection was agreed and sent to each scheme. See Annex 2 for the full detail of all the cases requested.

The case selection included 96 cases from CISAS, and 106 cases from CO. The additional cases requested from CO covered the extra stage of appeals in CO's case procedures.

We asked the schemes to draw the cases from cases closed in the six months leading up to April 2024.

Both schemes confirmed to us that apart from inspecting the selected cases to check they met the case selection request, the cases were drawn at random from an available pool and no other screening was carried out before providing them to us.

1.2.3 The case assessment criteria

We took Ofcom's questions (set out above) and worked up criteria for the case review for each question. Our proposals were sent to Ofcom and both schemes for comment (the schemes said they had no comments on the proposed criteria), and the final version set out below was agreed with Ofcom.

Accessibility, and clear and sufficient guidance (Ofcom's Q1, Q2)

For every case assessed, we recorded whether the consumer, particularly those with vulnerabilities (in cases where a reasonable adjustment was made):

- appeared to understand the ADR process;
- received clear communications about the steps in the process;
- was enabled to make meaningful contributions throughout the process;
- received timely and appropriate assistance (where necessary); and
- in the case of consumers with some form of vulnerability, the adjustments made were reasonable and appropriate.

Appropriate cases being accepted by the schemes (Ofcom's Q3)

For every case assessed, but in particular those cases marked under the subject of jurisdiction in the case selection table, we recorded:

- whether the case, or parts of the case, properly fell in or out of the jurisdiction of the ADR scheme in line with the scheme's rules;
- where the case, or parts of the case, fell outside the scheme rules whether the consumer received a clear and appropriate explanation; and
- where the case, or parts of the case, fell outside the scheme rules whether the consumer received appropriate information about alternative schemes or other forms of assistance available.

Are the schemes' decisions fair and reasonable? (Ofcom's Q4)

For each case assessed we recorded whether (taking into account any relevant law, regulation, expected industry practice and all the circumstances of the case) we considered the outcome to be fair and reasonable in terms of:

- the decision made;

- any remedy that was specified;
- any compensation that was awarded;
- the burden of evidence the consumer was expected to provide; and
- any Distress and Inconvenience (time and trouble) award made.

Are the decisions reached and remedies provided broadly consistent within and between schemes? (Ofcom's Q5) Are differences in the schemes' processes having an impact on outcomes for consumers? (Ofcom's Q9)

These questions were subject to analysis at the end of the case review. That is, we compared the remedies each scheme imposed, and the D&I awards made, across the sample of cases for each scheme and between the two schemes. We recorded:

- the nature and circumstances of each case;
- the process (i.e. early settlement, adjudication, appeal);
- the outcome; and
- the remedies and awards made.

Do the schemes' processes reflect the published procedures on their website, including their scheme rules? (Ofcom's Q6)

For each case assessed, we recorded whether the process of the case was in line with the scheme's published procedures and scheme rules.

Are decisions clearly explained to consumers? (Ofcom's Q7)

For each case where a decision was made, we recorded whether:

- an appropriate channel of communication was used;
- the decision was communicated in straightforward language;
- technical terms (where used) were clearly explained;
- the decision was of an appropriate length and contained sufficient reasoning;
- there are any indications that the consumer struggled to understand the decision; and
- the tone and style of the decision was appropriate.

Do the schemes respond to complaints in a timely manner and within agreed timeframes? (Ofcom's Q8)

For each case assessed, we recorded the time taken:

- from complaint to decision or settlement; and

- from complaint to the implementation of remedies.

1.2.4 The case review

We ranked each aspect, for each question, for each case, according to the following table:

Table 2: ranking used in the case assessment

No concerns	0	We found the aspect satisfactory
Minor concerns (including concerns resulting from standardised process)	1	We found some aspects lacking, but in the context of high-volume ADR schemes, we would expect to find such examples
Some concerns	2	We had some concerns about the aspect of the case
Significant concerns	3	We had significant concerns about the aspect of the case
The result for the category under assessment, and the result for the case overall, is the highest mark we made across all assessments.		

The ranking of 1 was introduced for pragmatic reasons. This ranking was used when we found an aspect of the case less than ideal (and felt it would be useful to highlight) but did not feel a marking of some or significant concerns was justified.

We often used the category of 1 in cases where the case handler or adjudicator made a decision in favour of a provider where the evidence, from the consumer's point of view, seemed lacking or unclear.

One example is where a consumer complained that they were being charged for a service they had not subscribed to but the provider said that that the consumer's account had been accessed and their subscription had been changed to add the extra service. The consumer insisted they had not made this change to their account and that there must have been an error in the provider's system that caused the change. The scheme found that it was more likely that the consumer made a change to a subscription than it was that there was an error with a provider's system, which seems reasonable. However, where the consumer is adamant that the provider made the change in error, it is likely to appear to the consumer that it is extremely difficult for them to prove their case and they may feel the burden of evidence on them is unfair.

1.2.5 Quality control

The case assessments were carried out by two senior Lucerna Directors, both with extensive experience of ADR schemes. Both Directors worked on cases from each scheme which were randomly allocated to them. We ensured consistency by duplicating assessments, and discussed the results, until we were confident that there was consistency across the case assessments.

We scheduled into our project plan time to allow the two ADR schemes one opportunity to look at the results of our assessment for their cases. This was an extremely effective way for any inconsistencies or errors to be highlighted and was an appropriate way to challenge and test the results. The independence of the review was protected during this process in that there was one invitation to the schemes to send one set of comments, which we considered and made changes only where we considered we had made an error.

1.2.5 Confidentiality / data protection

Both schemes provided us with direct access to their case management systems in order to assess cases. This meant that we could view personal data but had no need to store, transmit or retain it and so consumers' personal data was protected. Our report does not include any personal data or information that could identify any individual consumer.

2.0 Results

2.1 Are the schemes sufficiently accessible, including to vulnerable consumers?

Our approach

Ofcom asked us to assess whether the schemes are sufficiently accessible to all consumers, including to vulnerable consumers.

Both schemes provided us with their reasonable adjustment policies which are available on their respective websites (see Annex 1). We consider both policies adequately address the issue of accessibility for consumers who require reasonable adjustments.

Our case selection criteria included 10 cases from each scheme where reasonable adjustments had been made. This was to ensure we had sight of some cases where accessibility policies had been applied.

For all cases, including those where consumers were identified as vulnerable and reasonable adjustments were made, we assessed and recorded whether the consumer:

- appeared to understand the ADR process;
- received clear communications about the steps in the process;
- was enabled to make meaningful contributions throughout the process;
- received timely and appropriate assistance (where necessary); and
- in the case of consumers with some form of vulnerability, the adjustments made were reasonable and appropriate.

Our findings

We found that both schemes are sufficiently accessible, including to vulnerable consumers.

Both schemes provided sufficient guidance to consumers on how to submit a case, on the steps in the process, as well as the timelines for cases. Consumers had the opportunity to comment on the provider's submissions, and on any settlement offers made during the process.

Where reasonable adjustments had been made for consumers identified as vulnerable, we found these were appropriate. Examples of reasonable adjustments that we saw included:

- corresponding with the consumer by email or post outside of the case management system, in large font where this would be helpful;
- alerts on case files highlighting the needs of consumers, for example, not to phone where that would be an inappropriate channel to use;
- staff filling out the details on the system on the consumer's behalf; and
- allowing additional time for the consumer to respond.

Table 3 Summary of results for Accessibility and Guidance

Number of cases CO	Ranked
1	2
1	1
Number of cases CISAS	Ranked
1	2
2	1

1 = minor concerns, 2 = some concerns, 3 = significant concerns

Some or significant concerns

We found two cases where we had some concerns, one from each scheme.

In one CISAS case, a vulnerable elderly consumer said that she did not fully understand the ADR process and she asked for help specifying remedies. While it may not have been appropriate for the scheme to tell the consumer what to request, we thought that more effort could have been made to explain the process and the options to her, including providing examples.

In one CO case, a vulnerable consumer did not respond to the decision. A third party had taken over communicating with CO part way through the case so it was the third party that failed to respond. We felt that it would have been reasonable to try to contact the consumer again by sending a letter.

Minor concerns

In one CO case, post decision, the consumer was still attempting to communicate with the case handler about finding a resolution to his problem, which suggested he didn't understand that the CO could not help him further (we captured the main failings in this case under clear decisions, where we had significant concerns and in our view a lack of clarity in the decision contributed to the confusion).

In two CISAS cases, the consumer had questions at the end of the process, for example one consumer said they had a second issue with the firm and asked for

advice on whether they needed to open a second complaint; another asked how they should continue to engage with the provider. There was no record of a response to these queries although they could have been answered outside the case management system.

2.2 Are the appropriate cases being accepted by the schemes in line with the scheme rules?

Our approach

Ofcom asked us to assess whether appropriate cases were being accepted in line with the scheme rules.

Both organisations provided us with their current scheme rules which are published on their website (see Annex 1 and a summary is included in the section Frequently Used ADR Terms at the beginning of this report). These documents clearly set out the types of cases they accept and those that are outside their jurisdiction.

The case selection included 20 cases from each scheme related explicitly to jurisdiction, including cases where the provider objected to the case being considered by the scheme as well as cases involving fraud and data protection matters where we thought jurisdiction and signposting to other schemes may be a little more complicated than in the average case.

For every case assessed, but in particular the 20 cases marked under the subject of jurisdiction we recorded:

- whether the case, or parts of the case, properly fell in or out of the jurisdiction of the ADR scheme in line with the scheme's rules;
- where the case, or parts of the case, fell outside the scheme rules whether the consumer received a clear and appropriate explanation; and
- where the case, or parts of the case, fell outside the scheme rules whether the consumer received appropriate information about alternative schemes or other forms of assistance available.

Our findings

Overall, we found that both schemes are accepting cases in line with their rules.

Many of these rules are very straightforward, for example where a provider is not a member of the scheme, or where the consumer has not complained in the first instance to the provider. Both schemes also exclude cases that fall outside their jurisdiction and fall within the jurisdiction of another body, for example, the

Information Commissioner's Office (ICO) or the Financial Ombudsman Service (FOS).

Table 4 Summary of results for jurisdiction

Number of cases CO	Ranked
1	3
Number of cases CISAS	Ranked
1	3
5	1

1 = minor concerns, 2 = some concerns, 3 = significant concerns

Some or significant concerns

We found two cases in this category where we had significant concerns, one from each scheme.

In the CO case, the consumer was directed to the FOS, but we think that some aspects of the case were within CO's jurisdiction. The case did touch on some aspects of fraud that fell outside CO's jurisdiction, but the consumer also complained that the provider had refused to reinstate his original contract with free roaming after the issues involving fraud was resolved.

In the CISAS case, the provider was not a member of CISAS but was a member of CO and we consider the consumer should have been signposted to CO but was not.

Minor concerns

In 5 CISAS cases the case was correctly ruled out of jurisdiction, and the consumer was either signposted to other schemes or there was some information that implied the consumer was aware of the other schemes, but contact details for the other scheme was not provided.

Additional points

One additional point that we noted is that the schemes exclude cases that relate to "commercial decisions" made by providers. We did not record any concerns with these cases because we considered that the schemes were acting within their scheme rules.

In most cases, these matters are straightforward, for example, where the dispute is about the absolute price of a service and it is clearly outside the jurisdiction of the schemes to become involved in such matters. But in other cases, it is not so straightforward. For example, we saw a CO case where a provider had a process in place to handle the closure of accounts following the death of a consumer. The scheme treated aspects of the case as outside its jurisdiction based on the fact that the policy was a “commercial decision” of the provider.

It seems to us that ADR schemes, in examining the practical application of such policies, may bring benefits in terms of improving the experience of consumers in an industry. There may be merit in discussing with the ADR schemes where the boundaries around “commercial decisions” should best be drawn to ensure decisions are consistent and in line with Ofcom’s expectations.

2.3 Are decisions fair and reasonable?

Our approach

Ofcom asked us to assess whether, in our opinion, the schemes seem to be making decisions that are fair and reasonable. We carried out this assessment on all cases where a decision had been made (so early settlement cases and jurisdiction cases ruled out of scope were excluded).

For each case assessed we recorded whether (taking into account any relevant law, regulation, expected industry practice and all the circumstances of the case) we considered the outcome to be fair and reasonable in terms of:

- the decision made;
- any remedy that was specified;
- any compensation that was awarded;
- the burden of evidence the consumer was expected to provide; and
- any Distress and Inconvenience award made.

In relation to Distress and Inconvenience (D&I) awards, we reviewed the policies of both schemes. CISAS sent us a link to public information (see Annex 1), and CO covered D&I as part of its session with us explaining its case processes and supplied an internal document that set out its approach.

D&I is a separate matter from a remedy or compensation. A remedy and/or compensation is designed to return the consumer back to the position they would have been in but for the provider’s error or failings, for example, a refund if the consumer has been over charged. The aim of D&I is to acknowledge the time and

trouble that the failings have caused and is awarded in addition to the specification of a remedy or compensation.

There is a difference in policy between the schemes, in that CO aims to leave the consumer no worse off after coming to CO. That is, if a provider has made an offer to the consumer and that offer is still available (it isn't always as sometimes the provider withdraws the offer), then the decision maker may direct the provider to pay that amount, even when the case is not upheld. CISAS does not have this policy, and instead makes it clear in its guidance to consumers that the adjudicator may award less than the provider previously offered.

Our findings

We found that, on the whole, both schemes appear to be making fair and reasonable decisions although we have some concerns that CO's D&I awards tend to be too low.

Table 5 Summary of results for fair and reasonable

Number of cases CO	Ranked
2	3
9	2
3	1
Number of cases CISAS	Ranked
1	3
3	2
5	1

1 = minor concerns, 2 = some concerns, 3 = significant concerns

Please note that a case may raise more than one issue – so in the next section we discuss more concerns than cases listed in the table above.

Some or significant concerns

We ranked 11 CO cases of some or significant concern, and 4 CISAS cases of some or significant concern.

Of these, we saw 8 CO cases where we thought the D&I award made was too low and we saw one CISAS case where we thought the D&I award was too low. We did not find any cases where we had some or significant concerns that the D&I award was too high.

It is important to note that our assessment of whether or not the D&I award was too low is a matter of our opinion, although an opinion informed by comparing and contrasting awards made in the range of cases that we looked at in the sample. This required us to form a judgment on, for example, the severity of impact on the individual consumer and we acknowledge that D&I awards always involve a weighing up of the circumstances of an individual case. While schemes aim to operate within the guidelines they set there is room for opinions to vary about the D&I amount that is appropriate in any particular case. The table below provides two examples of our assessments of D&I awards.

Table 6 Example assessments of D&I awards

The circumstances of the case	Our assessment
<p>A consumer with significant vulnerabilities that left him dependent on using online services complained that he had problems receiving one-time passcodes on his phone and this caused him great problems.</p> <p>The problems started in the summer of 2023, and were still unresolved in January 2024 when he brought his complaint to ADR. The provider had already made a goodwill payment of £70. The ADR scheme upheld the complaint, including customer service issues around failing to communicate with the customer in a way that was accessible to him, and awarded an extra £30 goodwill payment. [CO]</p>	<p>Significant concerns that the D&I award made was too low.</p> <p>In this case, the impact on a vulnerable consumer who depended on using online services to buy goods and services was extremely significant and there were additional failings in complaint handling.</p> <p>We consider the D&I award of £30 (£100 in total taking into account the payment already made by the provider) to be too low and not an accurate reflection of the severity of the circumstances, the impact on the consumer, and the length of time the problems persisted.</p>
<p>On moving home an elderly consumer wished to port her landline number. The provider did not explain that she would be assigned a new number and when the complaint was raised failed to restore her old landline number. The consumer transferred to another provider but was without service for some time whilst the original provider continued to bill her.</p>	<p>No concerns – we thought the D&I award made was appropriate.</p> <p>We agree with the decision maker that a D&I award at the upper end (£500) is appropriate given the inconvenience caused to a vulnerable consumer left without service for many months and additional failings in continuing to bill for a service that was not provided.</p>

The decision makers concluded that
"The company has provided poor customer service, and has shown no concern that an 85 year old woman was left without broadband or phone for months....the company must pay the customer compensation of £500". [CISAS]

In the first case set out above, the consumer suffered significant inconvenience over a number of months because he was unable to use online payment services and the D&I awarded was £30 (£100 when added to £70 the provider had already paid). In the second case, the consumer suffered significant inconvenience over a number of months as she was left without a phone or broadband service and was awarded £500. We considered that the impact on the consumer in both cases was severe and D&I should have been awarded at the upper end of the usual range used but such an award was made only in the second case. The award in the first case is only just above typical awards that we saw in much more routine cases, such as (for example) consumers being unable to access vouchers for free gifts when they bought a new mobile handset, where we saw D&I awards made that were around £80.

In total, we looked at 46 cases where CO had made a D&I award and in 4 of these cases CO had maintained the offer made by a provider (in line with its policy that we describe earlier). We looked at 40 cases where CISAS had made a D&I award.

The distribution of the awards made are shown in table 7.

Table 7: distribution of D&I awards

	£0 to £30	£31 to £100	£101 - £200	£201 - £300	£301 - £400	> £400
CISAS	13%	30%	28%	15%	8%	8%
CO	11%	72%	11%	4%	2%	0%

In the cases we looked at, the average D&I award made by CO was £107, and the average award made by CISAS was £183.

Taking all of our findings together, both our assessment of the cases and the statistics on D&I awards presented above, we conclude that it is very likely that CO routinely makes D&I awards that tend to be lower than those made by CISAS.

We also saw examples, in CO cases, of inconsistent descriptions about how and why D&I awards are made. In the first example below the author states that a D&I award only reflects the severity of the shortfall in service and not the impact on the individual consumer. In the second example, the author states that D&I awards reflect the impact on the consumer.

Examples of inconsistent descriptions of D&I awards

"I'd like to explain we do not award punitive awards like a court does so our awards need to be a reflection of the shortfalls in service, rather than being based on the impact to yourself which I do not doubt was significant." [CO]

"When we consider that a company has made mistakes which have caused some level of inconvenience or detriment to a consumer, we may decide that a goodwill award is appropriate. Our goodwill awards are designed to be a tangible recognition of the time and trouble that a consumer has experienced over the course of their complaint and our awards are not intended to punish a company." [CO]

Apart from the issue of D&I, in three cases (CO 2, CISAS 1) our concerns were around the decision made where we thought aspects of the decision were lacking, for example, where a decision had failed to address all of the points a consumer had raised.

In three cases (CO 1, CISAS 2) our concerns were about the remedy where we thought aspects were missing and the remedy had not adequately dealt with the upheld complaint, and in one case (CO), the concern was about the burden of evidence placed on the consumer and the way the decision maker had presented weighing up the evidence in the decision.

Minor concerns

We have some concerns in a number of cases in both schemes about the burden of evidence placed on the consumer (CO 5, CISAS 6). In line with our ranking (see section 1.2), we ranked as 1 cases where the decision itself did not raise concerns but we had some concerns about the burden of evidence placed on the consumer.

These examples include where call records between the provider and consumer were not available to the ADR scheme, and it may appear from the consumer's point of view that this disadvantages them. It is outside the remit of this case review for us to say whether call records should be available to the schemes in providers' case files. Nevertheless, we flag this issue as an area that may leave consumers less

than satisfied with the way evidence is apparently weighed up and, at the very least, very careful drafting is required to prevent the consumer from feeling that bringing a case to ADR has been a negative experience.

Another example is where changes to subscriptions have been made, and decision makers usually conclude that it is more likely than not that the consumer made the change without much evidence one way or another. We appreciate that in the context in which the schemes are operating, making such decisions without further investigation is reasonable and pragmatic (and in any event further investigation is unlikely to be productive) but again, this is an area where consumers may feel that decisions appear to be weighed in favour of the provider.

We appreciate that in a court, which is the most likely alternative to ADR, parties are expected to provide evidence and a court will not collect evidence. However, ADR schemes are not courts, and in our view should be much more accessible alternatives. Consumers are likely to have different expectations, compared to a court, about the extent to which ADR schemes should take an investigative approach to evidence collection.

Additional points

As a note for consideration, we find it slightly out of place that CO routinely refers to D&I awards as goodwill payments. While a provider may make a payment, without admitting liability, and call it a goodwill payment it seems to us that an ADR scheme could use a clearer description for directing a payment with the aim of specifically addressing D&I.

2.4 Are the decisions reached and remedies provided broadly consistent within and between schemes?

Our approach and our findings

We consider that, as explained in section 2.3, that on the whole both schemes are making fair and reasonable decisions. As part of this assessment we looked at:

- any remedy that was specified;
- any compensation that was awarded; and
- any D&I award made.

We did not find any significant inconsistencies in remedies specified or compensation awarded. Where schemes upheld a complaint, both made efforts to return the consumer back to the position they would have been in but for the error. Both schemes directed providers to put matters right (as far as possible), and

calculated compensation due to the consumer. Both schemes routinely directed providers to issue letters of apology.

We found some inconsistencies in D&I awards between the schemes, and these are discussed earlier in section 2.3.

2.5 Do processes reflect published procedures?

Our approach and our findings

Both schemes sent us links to their published procedures (see Annex 1).

We have raised some issues related to procedures in other sections. For example, around jurisdiction (section 2.2). We also explained differences between the schemes in their descriptions of D&I awards (section 2.3) and we note later (section 2.7) that there are differences between the schemes' procedures in relation to appeals.

Apart from these issues, we found no cases that raised concerns that the schemes were departing from their published procedures.

Both schemes have effective case management systems that guide case handlers through the stages in a case, and we found no cases that departed from the schemes' set procedures.

2.6 Are decisions clearly explained?

Our approach

Ofcom asked us to assess whether the decisions the schemes make are clearly explained to consumers.

For each case where a decision was made, we recorded whether:

- an appropriate channel of communication was used;
- the decision was communicated in straightforward language;
- technical terms (where used) were clearly explained;
- the decision was of an appropriate length and contained sufficient reasoning;
- there are any indications that the consumer struggled to understand the decision; and
- the tone and style of the decision was appropriate.

As we started to review decisions, it was evident that the two schemes have very different styles. CISAS have a relatively formal style of decision writing, and CO have a more informal style. It was not part of our objectives to form an opinion on an appropriate style of drafting such that this opinion would be reflected in the results. So, we spent some time on ensuring that we formed an appropriate baseline (which would score 0, no concerns) for each provider. We then identified those cases where we had some concerns above and beyond this.

For CISAS we accepted (and so did not mark as of concern) that the general drafting style of decisions was generally formal and often included references to legislation and rules, but were generally well explained.

In the CISAS example below, the Adjudicator sets out their decision including the rule they relied on in making that decision. Though formal, the decision and the reason for it is clearly explained.

Example of formal but clear drafting (ranked as of no concern)

A consumer fell into difficulty paying her bills and asked for an affordable payment plan. The provider set up a plan but the consumer was late by one day in making a payment and the provider refused to set up another payment plan and initiated debt collection procedures.

“The consumer claims that the company would not help her even though the bills were too high, and she could not afford them. The company has said that it is its policy not to apply any offers where a consumer has an outstanding balance. CISAS Scheme Rule 2.2.11 provides that the Scheme cannot be used in respect of any dispute about the fairness of the company’s *“general commercial practices and/or commercial decisions.”* I find that this decision falls within this category and, as such, I am unable to comment on this decision of the company.” [CISAS]

For CO, we accepted (and so did not mark as concern) that the general style of drafting was more informal as the scheme is probably seeking to be accessible to consumers. We did find that this sometimes meant the decisions were not as rigorous in setting out the reasoning as those for CISAS. However, in most cases, the decisions were clear.

In the example below, while the drafting is not precise, the decision and the case handler’s reasoning can be understood.

Example of adequate drafting where decision could be understood (ranked as of no concern)

The consumer complained that their [provider] subscription had been upgraded without their knowledge, and on contacting the provider to cancel this upgrade, the provider failed to do so, despite the consumer repeatedly contacting them. The drafting of the decision whilst somewhat informal, can be understood to mean that the case handler concluded the provider would have been able to see the additional charge remained on the consumers upcoming bills and so should have cancelled the charge as requested.

“Each time you contacted [provider], you were told they had resolved the issue and it is evidenced that they provided your future billing. As part of this process, [provider] should have been able to see the billing on your account was still including [provider] subscription premium. The account notes show you were advised of your bills a couple of days prior to them being produced and these charges would have visible to the agent. As this information was also incorrect, I deem it a further shortfall in service.” [CO]

Our findings

For the most part, both ADR schemes are making clear decisions although there is room for improvement in the clarity of some CO decisions.

Table 8 Summary of results for clear decisions

Number of cases CO	Ranked
2	3
7	2
3	1
Number of cases CISAS	Ranked
2	2
3	1

1 = minor concerns, 2 = some concerns, 3 = significant concerns

Some or significant concerns

We found 9 CO cases and 2 CISAS cases where we had some or significant concerns about clarity of decisions.

In the two CISAS cases our concerns were about the tone of the decision. The relatively formal approach of CISAS slipped into a style that seems to lack empathy for the consumer's position.

For example, in one case the consumer was clearly frustrated with what they perceived as poor customer service and asked as a remedy that the provider be required to change/improve its procedures so that no other consumer would suffer the same service failings. Whilst it is outside the adjudicators remit to direct this, there was no acknowledgement of this request in the decision and no explanation of why this could not be actioned, giving the impression that the adjudicator had little empathy for the consumer's position.

In the other CISAS case, the decision included very legalistic findings that could be difficult for the consumer to follow.

In all of the 9 CO cases where we had some or significant concerns we found the decisions were confusing to read due to poor drafting or logic flow. In one of these cases, we had an additional concern that the tone of the decision lacked empathy and the decision did not demonstrate an understanding of the consumer's position.

In the example below the decision states that no award can be made but does not give any reason the consumer might understand. If, for example, the matter is deemed a commercial decision that the case handler feels is out of jurisdiction then this should have been clearly explained.

Example of drafting with insufficient reasoning (ranked as 3 – of significant concern)

Following a bereavement, the consumer sought to continue their deceased parent's phone service to allow her to manage her parent's estate. The provider required the consumer to either enter into a new 24 month contract or accept a higher monthly charge to maintain the existing service without a new contract.

"I fully appreciate that as the executor you had obligations and arrangements that required a functional service at the premises until it was sold which meant the options given to you were not agreeable to your circumstances as it meant either signing a 24 month contact in order to be given a reduced cost or maintain a contract that was £22.23 per month higher than this. As such I cannot award any further sums in addition to this. [Provider] state this is the standard bereavement policy for all consumers and the costs can differ depending on tariffs agreed. I cannot penalise them in this regard." [CO]

2.7 Are differences in the schemes' processes having an impact on outcomes for consumers?

Our approach

There are two main differences between the schemes. These are 1) that CO has an appeal stage and 2) that CISAS adopts a more formal style in decisions compared to CO. We have discussed the implications of the difference in style earlier, in section 2.7.

In its guidance to consumers, CO says that:

- *In a limited number of circumstances, you may be able to appeal our decision, if new evidence has come to light since you submitted your dispute or if a material error has been made.*

In the case sample for CO, 10 cases were included that had been through an appeal stage. We assessed both stages of the case in the same way as for all other types of cases, noting whether or not the appeal stage changed the outcome.

Our findings

While there are differences in style between the two schemes both schemes appear to be in the vast majority of cases, delivering the right outcome. We do not think that differences in processes between the schemes has a material impact on outcomes for consumers.

We found one case where CO's appeal stage changed the outcome for a consumer. This case involved compensation for lack of service. The original decision maker had awarded compensation for lack of service on one line, and the appeal stage revised the decision to include additional compensation for a second line. In all other appeal cases we saw the outcome remained unchanged.

Given that our finding in section 2.3 is that we consider both schemes seem to be delivering fair and reasonable outcomes for consumers, we conclude that the differences in processes around appeals does not have a material impact on consumer outcomes. We note that the number of appeal cases we looked at was small, and of course an analysis of the extent to which the appeal stage at CO changes first stage decisions would be best examined by looking at a larger set of appeal decisions.

In addition, we note that the CO appeal stage is limited to circumstances where the consumer can point to an error or new evidence. In the cases we reviewed we saw

these limitations described in different ways. We appreciate that there is a careful balance to be struck between encouraging consumers to consider whether there are good reasons to appeal and generating too many appeals to make the process workable. Nevertheless, on occasion we saw wording that seemed to us to go too far in deterring appeals. Given that the consumer has been told there is an appeal stage, there is a significant risk that poor drafting could lead to a consumer feeling that the experience of bringing a complaint to ADR is a negative one, and questioning the overall fairness of the process.

Examples of wording which we thought deterred appeals

"A challenge can only be considered if additional evidence is provided. You are also required to upload the new evidence files and explain why this evidence was not made available at the start of our consideration, and explain how this would make a difference to the conclusion. Disagreeing with the reasoning of the decision or providing a further opinion, will not warrant or justify a challenge being accepted. There is no further evidence that could be presented in a case of this nature, given that I cannot resolve the issue itself, as you would need to continue work with [provider's] customer service team to resolve this." **[CO]**

"You may have a different view on this however my decision takes into consideration regulations which state that there is no requirement for an award in this industry, and since you must adhere to the regulations if you remain dissatisfied with the lack of award or credit and decide to appeal, your challenge will be rejected, and the decision will not change." **[CO]**

In two cases the appeal was dismissed on the basis the consumer had failed to provide new evidence or point to an error in the original decision. In other appeals it wasn't obvious that the consumer had provided new evidence or pointed out an error but the appeal decision maker still wrote a full explanation setting out their reasons for maintaining (or not in one appeal) the original decision. A full explanation may be useful to demonstrate to the consumer that the person hearing the appeal had given proper consideration to the dissatisfaction with the original decision expressed by the consumer.

2.8 Do the schemes respond to complaints in a timely manner and within agreed timeframes?

Our approach

In its FAQs, CO tells consumers that:

- *Our investigation time may vary based on the complexity of your dispute, but on average most are resolved in under 6 weeks.*

In its FAQs, CISAS tells consumers that:

- *As per Ofcom's requirements, more than 90% of cases need to have a decision issued within six weeks of being accepted. CISAS will aim to send you a final decision within six weeks of receiving your completed application.*

There are some significant limitations in attempting to answer a question about average timescale from a review of a sample of cases. These include:

- measuring performance of a scheme on timescales, from a sample of cases, is obviously significantly inferior to data collection and analysis of all cases from a defined time period;
- manually recording dates for events extracted from a case history is inferior to interrogation of overall performance via case management system reporting;
- the sample of cases that we looked at may possibly include a higher than average number of more complex cases, given that we had asked for the sample to include cases including fraud, credit records, and so on;
- the mix of cases in our sample (early settlement, jurisdiction, and decisions on the merits) is highly likely to be different from the overall composition of cases used to calculate the KPI reported to Ofcom of 90% of cases completed in 6 weeks.

These limitations prevented us from drawing a conclusion about whether the schemes are completing cases within agreed timescales. Nevertheless, we recorded for each case: the date the complaint was accepted by the scheme; the date of a decision, or settlement, or jurisdiction decision; and the date any remedies were implemented.

Our findings

In the sample of cases we looked at, the results were as shown below. The starting point for all calculations is the date the ADR scheme accepted the consumer's dispute.

Table 9 average time taken in days for different types of cases

	Time to early settlement	Time to jurisdiction decision (out)	Time to decision on the merits	Time to implementation of remedies	Time to appeal decision (CO only)
CO Average (days)	11	14	27	45	46
CISAS Average (days)	20	22	41	68	

We did see some cases where the implementation of remedies seemed to take an unnecessarily long time, particularly where a scheme had directed a provider to escalate the resolution of a technical issue or fault. There may be merit in further examining the time taken for remedies to be put in place, and the adequacy of channels for the ADR scheme to escalate cases to senior levels at providers where necessary.

3.0 Conclusions

For the most part, on the comprehensive questions posed by Ofcom, both schemes are performing well.

Below we summarise, for convenience, our findings that may require action or further consideration to improve outcomes for consumers using ADR schemes in the sector.

Jurisdiction around commercial decisions

There may be merit in discussing with the ADR schemes where the boundaries around “commercial decisions” should best be drawn to ensure decisions are consistent and in line with Ofcom’s expectations.

Burden of evidence placed on the consumer

We have some general concerns about the burden of evidence placed on consumers. We appreciate the context in which the ADR schemes in this sector operate, and it is outside of the remit of a case review such as this to suggest changes to the burden of evidence placed on consumers. Nevertheless, greater consideration could be given to the way the requirements of burden of proof are described to consumers, in an acknowledgement that consumers may have high (perhaps higher than is practical) expectations of the degree to which the ADR schemes are able to collect additional evidence.

Describing D&I awards

As a note for consideration, we find it slightly out of place that CO routinely refers to D&I awards as goodwill payments. While a provider may make a payment, without admitting liability, and call it a goodwill payment, it seems to us that an ADR scheme could use a clearer description for directing a payment with the aim of compensating a consumer for D&I.

CO could consider whether it could improve the consistency of drafting in its decisions when it explains the basis on which it makes D&I awards.

The level of D&I awards

Taking all of our findings together, both our assessment of the cases and the statistics on D&I awards presented earlier, we conclude that it is very likely that CO routinely makes D&I awards that tend to be lower than those made by CISAS and this is a point of difference between the schemes.

There is a difference between the schemes in policies that seek to maintain (or not) offers made by providers before the involvement of the ADR scheme.

Clarity of decisions

There is room for improvement in the clarity of some CO decisions where we found some decisions were confusing to read due to poor drafting or logic flow.

Description of CO's appeal stage

We note that the CO appeal stage is limited to circumstances where the consumer can point to an error or new evidence. In the cases we reviewed we saw these limitations described in different ways. While we appreciate that there is a careful balance to be struck between encouraging consumers to consider whether there are good reasons to appeal and generating too many appeals to make the process workable, on occasion we saw wording that seemed to us to go too far in deterring appeals. Given that the consumer has been told that there is an appeal stage, this risks consumers questioning the fairness of the ADR process and perhaps creates a poor experience of ADR.

Timescales for the implementation of remedies

We did see some cases where the implementation of remedies seemed to take an unnecessarily long time, particularly where a scheme had directed a provider to escalate the resolution of a technical issue or fault. There may be merit in further examining the time taken for remedies to be put in place, and the adequacy of channels for the ADR scheme to escalate cases to senior levels at providers where necessary.

Annex 1 Links to reference materials

Scheme rules

[Communications Ombudsman Terms of Reference](#)

[CISAS Scheme rules](#)

Case processes and procedures

[Communication Ombudsman case processes and procedures](#)

[CISAS case processes and procedures](#)

Accessibility guidance

[Communications Ombudsman Reasonable adjustments guide](#)

[CISAS Reasonable Adjustments guide](#)

Distress and inconvenience (time and trouble) guidance

[CISAS Guide to Compensation for Inconvenience and Distress](#)

Annex 2 Final case selections COMMUNICATIONS OMBUDSMAN

Time period of cases: cases closed in the last six months (unless the time period needs to be extended to find specific cases we request, cases closed in last year is acceptable)

Range of providers: all providers - that is, the cases should be selected randomly from all providers.

Not upheld: claim fails and nothing is awarded to the customer

Upheld (in full or in part): an award is made which may or may not exceed that which the provider originally offered or remedy specified

Percentage of total	Case type	Category of case	Customer type	Number - CO	
9%	Early settlement	Cases where an early settlement was proposed and consumer accepted offer made by firm	Random	Random	5
		Cases where an early settlement was proposed and consumer rejected offer made by firm			5
19%	Jurisdiction (scope)	Cases where a provider objected to the case being in scope and the ADR scheme disagreed	Random	Random	5
		Cases where a provider objected to the case being in scope and the ADR scheme agreed			5
		Cases that involved a matter relating to fraud, and the ADR scheme ruled some or all of the case in scope	n/a	Residential	3
		Cases that involved a matter relating to fraud, and the ADR scheme ruled all of the case out of scope			2
		Cases that involved a matter relating to data, and the ADR scheme ruled some or all of the case in scope	n/a	Residential	2
		Cases that involved a matter relating to data, and the ADR scheme ruled all of the case out of scope			3
9%	Vulnerability	Cases (not early settlement) where the ADR scheme made an adjustment to accommodate a customer's vulnerability, and the case was upheld by the ADR scheme	4 Billing, 3 Service Quality, 3 Customer Service	Residential	5
		Cases (not early settlement) where the ADR scheme made an adjustment to accommodate a customer's vulnerability, and the case was not upheld by the ADR scheme			5
9%	Business	Cases (not early settlement) and the case was upheld by the ADR scheme	4 Billing, 3 Service Quality, 3 Customer Service	Business	5
		Cases (not early settlement) and the case was not upheld by the ADR scheme			5
47%	Decision making (substance) - not early settlement	Cases that involved a customer complaining about a matter that impacted the customer's credit record and the case was upheld by the ADR scheme	n/a	Residential	3
		Cases that involved a customer complaining about a matter that impacted the customer's credit record and the case was not upheld by the ADR scheme			2
		Cases that involved a customer complaining about intermittent service	n/a	Random	5
		Cases (not early settlement) upheld	4 Billing, 4 Service Quality, 4 Customer Service, 3 contract issues	Random	15
		Cases (not early settlement) not upheld			15
		Cases (not early settlement), upheld or not upheld, and the customer appealed the decision	3 Billing, 2 Service Quality, 3 Customer Service, 2 contract issues	10	
6%	D&I (time and trouble)	Cases (not early settlement) where the ADR scheme made a D&I award of £30 or less	Random	Random	2
		Cases (not early settlement) where the ADR scheme made a D&I award of £31 - £99			2
		Cases (not early settlement) where the ADR scheme made a D&I award of £100 or more			2

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Terms used

Category of case: Billing, Service Quality, Customer Service etc

Case type: jurisdiction, early settlement, adjudication, appeal

Customer type: residential or business

Outcome: upheld (in full or in part) or not upheld

Random: case drawn at random (in terms of category of case or customer type)

Note that we have asked specifically for 10 cases that have gone to appeal - but where other cases are selected at random if they also include an appeal they should be included in the sample.

Annex 2 Final case selections CISAS

Time period of cases: cases closed in the last six months (unless the time period needs to be extended to find specific cases we request, cases closed in last year is acceptable)

Range of providers. all providers - that is, the cases should be selected randomly from all providers.

Not upheld: claim fails and nothing is awarded to the customer

Upheld (in full or in part): an award is made which may or may not exceed that which the provider originally offered or remedy specified

Percentage of total	Case type	Category of case	Customer type	Number - CISAS	
10%	Early settlement	Cases where an early settlement was proposed and consumer accepted offer made by firm	Random	Random	5
		Cases where an early settlement was proposed and consumer rejected offer made by firm			5
21%	Jurisdiction (scope)	Cases where a provider objected to the case being in scope and the ADR scheme disagreed	Random	Random	5
		Cases where a provider objected to the case being in scope and the ADR scheme agreed			5
		Cases that involved a matter relating to fraud, and the ADR scheme ruled some or all of the case in scope	n/a	Residential	3
		Cases that involved a matter relating to fraud, and the ADR scheme ruled all of the case out of scope			2
		Cases that involved a matter relating to data, and the ADR scheme ruled some or all of the case in scope	n/a	Residential	2
		Cases that involved a matter relating to data, and the ADR scheme ruled all of the case out of scope			3
10%	Vulnerability	Cases (not early settlement) where the ADR scheme made an adjustment to accommodate a customer's vulnerability, and the case was upheld by the ADR scheme	4 Billing, 3 Service Quality, 3 Customer Service	Residential	5
		Cases (not early settlement) where the ADR scheme made an adjustment to accommodate a customer's vulnerability, and the case was not upheld by the ADR scheme			5
10%	Business	Cases (not early settlement) and the case was upheld by the ADR scheme	4 Billing, 3 Service Quality, 3 Customer Service	Business	5
		Cases (not early settlement) and the case was not upheld by the ADR scheme			5
42%	Decision making (substance) - not early settlement	Cases that involved a customer complaining about a matter that impacted the customer's credit record and the case was upheld by the ADR scheme	n/a	Residential	3
		Cases that involved a customer complaining about a matter that impacted the customer's credit record and the case was not upheld by the ADR scheme			2
		Cases that involved a customer complaining about intermittent service	n/a	Random	5
		Cases (not early settlement) upheld	4 Billing, 4 Service Quality, 4 Customer Service, 3 contract issues	Random	15
		Cases (not early settlement) not upheld			15
6%	D&I (time and trouble)	Cases (not early settlement) where the ADR scheme made a D&I award of £30 or less	Random	Random	2
		Cases (not early settlement) where the ADR scheme made a D&I award of £31 - £99			2
		Cases (not early settlement) where the ADR scheme made a D&I award of £100 or more			2

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Terms used

Category of case: Billing, Service Quality, Customer Service etc

Case type: jurisdiction, early settlement, adjudication, appeal

Customer type: residential or business

Outcome: upheld (in full or in part) or not upheld

Random: case drawn at random (in terms of category of case or customer type)

Annex 3 About Lucerna Partners and contact details

Lucerna is a highly specialist consultancy working in regulation and public policy. We advise on strategy, on competition policy, consumer policy, public policy, and on regulation.

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