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Welcome

From Gregory Hunt, CISAS

This year has seen the introduction of updated rules with accompanying guidance notes, which were again awarded the Crystal Mark by the Plain English Campaign. All documentation is also now available in Welsh and in Braille. CISAS was also added to the list of ADR services approved by the DTI and Citizens Advice to meet the requirements of the European Consumer Centre Network.

We have also seen changes made to the number of adjudicators and the range of disciplines they represent. Plans are in place to increase the number of adjudicators again in the coming months to further enhance the service.

This year we are delighted to be able to report on our first customer feedback survey. The results can be found on page 13. We are also publishing our Key Performance Indicators (KPIs) for 2006 as requested by Ofcom in the ADR Statement of December 2005 and these can be found on page 8.

On 6th October 2006 we held our Annual Meeting in London. In addition to members, we were pleased to welcome speakers from Ofcom, ICSTIS and the Information Commissioners Office to what proved to be a successful gathering of members.

The communications sector is going through tremendous change, with new companies entering the market and established players merging in record numbers. New product choices are being introduced all the time and new marketing routes are emerging, but these are not always well understood by consumers.

In free markets, well-informed choice is important for consumers and creates a healthy competitive marketplace in which they can choose which provider they wish to use for mobile, fixed line, internet & voice over internet transactions and TV-on-demand. We believe that consumers also benefit when businesses also have a choice to make on which ADR provider they can select to independently resolve disputes between them and their customers. We are pleased that the Government, in its response to the consultation on the future of consumer representation and redress in the utilities sector, also supports the view that choice for consumers and businesses is a positive and welcome factor. We see this as an endorsement of the success of CISAS.



We are proud therefore to note that we now have in excess of 250 communications providers registered as members of CISAS. These include fixed line operators, large and small internet service providers and mobile telephone companies as well as VOIP operators and, recently, companies acting as resellers for the large mobile telephone networks. We are now in the process of updating our website in order that consumers can access the right parts of each member company for information on how to complain and also view, via our website, each company's code of practice.

In terms of our performance, we suffered during the first three months of 2006 due to the unexpected absence of a key member of the administration team. With this in mind, I would like to thank all of our staff for all their hard efforts to deliver success during the year in the face of the growing challenge.

Throughout the next year one thing is guaranteed, we will continue to endeavour to provide consumers and communications businesses with a cost-effective, speedy service, whilst always acting in a manner that underpins our core values of independence, impartiality and integrity.

Report from the Senior Adjudicator

Mair Coombes-Davies

I am delighted to report another successful year of operation for CISAS, which is now fully accepted by companies, regulators and consumers as a cost effective and efficient means of dealing with disputes.

As the communications market matures and develops so CISAS will also need to adapt to changes in regulations, consumer and company pressure and technology.



If there is a pattern, it is the ever-changing nature of the issues that are the subject of complaints. Consumers, as would be expected, are generally far more aware of their rights. They demand good service, are familiar with technology and alert to dangers such as scamming and high cost text services.

At the same time, scamming becomes ever more sophisticated but the operators are also realising that it is a competitive advantage if they can provide a safe environment in which the consumer feels protected from the rogue elements of the industry.

The issue of awarding compensation for stress and inconvenience in the courts is becoming a very hot topic and an area of developing case law. Judges are wrestling with how much inconvenience is it reasonable to expect a consumer to have to endure in sorting disputed invoices and poor levels of service. At what point is it reasonable to accept that inconvenience has occurred and distress suffered and how is that distress and / or inconvenience to be valued?

This issue is of great concern to those within CISAS who are adjudicating on disputes so that awards are applied fairly and consistently across a vast range of individual disputes all with very different circumstances.

It is also noticeable that operators are being more responsive to dealing with complaints. It is pleasing that not only is the consumer benefiting from access to a swift and independent dispute resolution service but operators are also being protected from spurious and exaggerated claims.

Many complaints are typified by the often-quoted comment, 'the left hand did not know what the right hand was doing'. Many complaints could be avoided through improved communication within providers' own organisations as well as between providers and consumers.

Poor communication is not surprising when an operator may have a number of different teams dealing with consumer complaints, for example, customer retention teams, escalation teams, account teams, contract teams, first level technical problems and second level technical problems teams. It is frustrating for a consumer to be passed from one person to another and having to explain their problem many times. The plea from many consumers is that they would like one person to deal with 'their' problem.

However, overall there are signs of improvements throughout the industry at all levels. It is noteworthy that both consumers and providers appear to be content with how CISAS is working.

CISAS is also taking consideration of topics raised by Ofcom covering issues related to the protection of citizens and consumers, their access to ADR, and their encouragement of innovation. We are making sure that we are ready to deal with next-generation technologies and new media services.

During the summer CISAS issued guidance to companies and consumers on the issue of damages. This guidance can be found in full on the CISAS website under the Case Study entry for July 2006.

To summarise, the guidance confirmed that the the amount of damages awarded to a consumer depends on the nature and duration of the breach by the company. Under CISAS rule 5.g, compensation can be awarded up to £5,000 including VAT. In previous CISAS decisions damages ranged from £100 to £3,000, although in one or two cases where there were exceptional circumstances £4,000 to £5,000 was awarded. The majority of successful consumers are awarded damages in the £100 to £500 bracket.

CISAS rule 4.b states that the consumer's application '...must give reasons for the claim and, in particular, should include details of... the reasons for the amount of any compensation claimed'. It is not sufficient for the consumer only to give a figure for the amount of compensation that he or she would like to obtain from the company. Credible, supporting evidence to substantiate the details of a claim for compensation should be provided by the consumer.

CISAS rule 2.c states that the adjudicator is, '...to settle the dispute in a fair and reasonable way and in line with the law and the member company's code of practice'. A telephone or internet service is a contract for services by which the consumer would have enjoyment and peace of mind. Interference with the consumer's enjoyment of, or peace of mind about, the services could be actionable in law if it causes inconvenience to the consumer. Damages for inconvenience may be awarded to the consumer.

Finally, I would like to thank all the staff at the Chartered Institute of Arbitrators, who administer CISAS, and without whose quiet efficiency it would not work so effectively.

Key Performance Indicators

In December 2005 we agreed a set of Key Performance Indicators (KPIs) with Ofcom for 2006 and agreed to feedback our findings in this report. Our findings are shown below.

KPI One: Percentage of Adjudicators' Final Decisions issued within 6 weeks of application from the customer

Achievement: CISAS issued 69% of adjudicators' final decisions within 6 weeks of the application for adjudication by the customer. This figure represents completed cases, not provisional conclusions.

CISAS Target for 2006 / 2007: 88%.

KPI Two: Percentage of Adjudicators' Final Decisions issued more than 8 weeks after receipt of the application from the customer

Achievement: CISAS issued 19% of adjudicator's final decisions more than 8 weeks after the application for adjudication by the customer. Although this is a higher figure than we would like to see, it has been a result of attempts by companies to settle claims without the intervention of the adjudicator. However, though the companies may well have their customers best interests at heart on these occasions, we are proposing changes to the CISAS Rules for 2007 to ensure that only a small percentage of cases take more than 8 weeks and will only be due to exceptional circumstances.

CISAS Target for 2006 / 2007: 10%, allowing for exceptional circumstances only.

KPI Three: Percentage of calls answered by CISAS staff within 2 minutes

Achievement: Over 90% of calls are answered within 2 minutes by CISAS staff. The 2 minutes includes an allowance for the caller to listen to a pre-recorded information message about CISAS which lasts 1 minute 46 seconds and gives options to the caller on whether to record a message, request information or speak to a CISAS staff member. After the message or on selection by the customer, the average time for the staff to answer any call is 10 seconds.

CISAS Target for 2006 / 2007: 95% (allows for occasions where staff are not available due to internal training and for peak periods)

KPI Four: Percentage of written correspondence receiving a response within 5 working days

Achievement: 74% of written correspondence is being turned around within 5 working days.

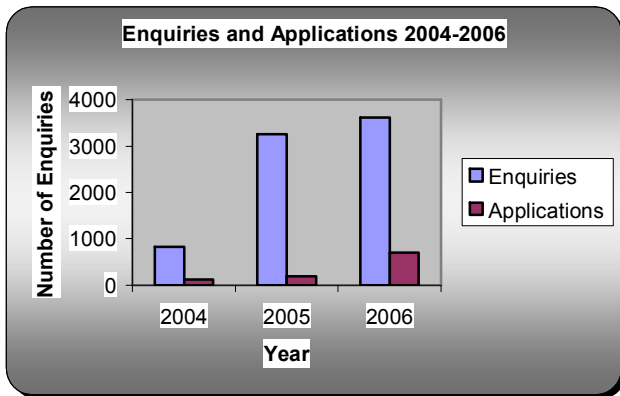
CISAS Target for 2006 / 2007: 90%

KPI Five: Unit cost as an indication of improved efficiency: 100% of total costs divided by the number of valid applications

Achievement: Our unit cost, based on 100% of total costs attributable to CISAS, divided by the number of valid applications, is £274.19

Statistical Review

During the year we handled 3,612 enquiries. The graph below shows how enquiries and applications have increased over the three years CISAS has been in operation.



Enquiries grew by 10% on 2005. Of those enquiries, 697 led to the customer making an application for adjudication under the scheme. This is an increase of 512 cases on 2005, and indicates that nearly 20% of enquiries led to applications being made (an increase from 5% on the previous year). Of those 697 applications, 200 were rejected because they were outside the scope of the scheme, leaving 497 valid cases for progression into the adjudication service.

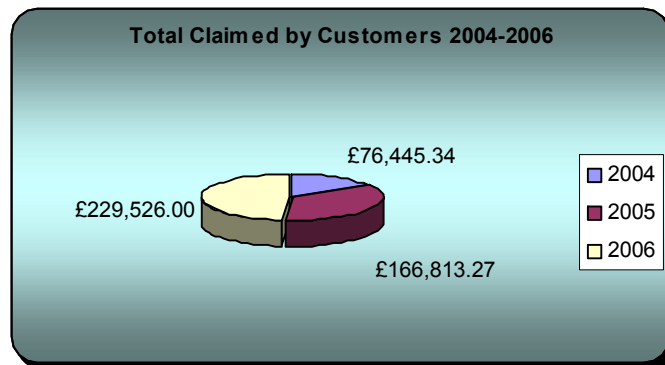
In our last report we commented on the reasons for the low conversion rate from enquiry to application. Though the conversion rate has increased, those reasons remain consistent and they are worth repeating this year:

1. Most complaints are made to us prematurely, before the company is aware of the problem or before the consumer has given the company an opportunity to resolve the problem. In order to reduce the number of premature contacts, CISAS members should ensure that they describe the steps in their complaints processes clearly, stating who will deal with the complaint and at what point in the process the consumer can refer the matter to CISAS. At our end, we will help by ensuring that our members' codes of practice are available on our website and that the correct customer contact team details are available for the consumer.
2. As our customer satisfaction survey on page 12 clearly shows, 56% of consumers who came to us too early went back to the company, on our advice, and their dispute was resolved without the need for adjudication. Indeed, 38% of those who went back and negotiated a settlement got everything they wanted from the company. This once again demonstrates that independent consumer redress leads to an early resolution of disputes without needing to go through the process of adjudication formally.

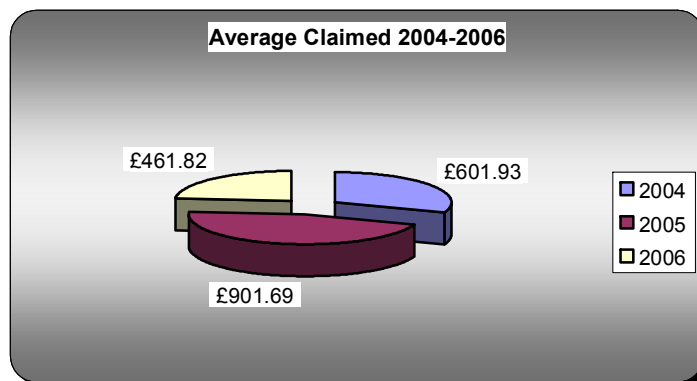
Other statistics are shown below. They are taken from valid applications only and do not include data taken from the 200 applications rejected as being out of scope.

- Of the 497 valid applications made, 77% led either to a decision made in the consumer's favour or a settlement being agreed between the consumer and the company before the adjudicator was appointed.
- Of the 178 cases which proceeded to a decision from an adjudicator, 38% were found in favour of the consumer.
- Of the 178 cases that proceeded to a decision from an adjudicator, the consumer provided us with written acceptance of the decision 38% of the time.
- On average, the consumer took 17 days to confirm whether or not they accepted the decision.
- 118 applications (23.7%) were made online. This is an increase of 16 on the previous year although the overall percentage of applications made online has dropped by 31.3%.
- No applications were made in Welsh, in Braille or by text phone.
- The most common types of dispute were Service 43%, Billing 30%, Customer Service 7% and Other 20%

- The following breakdown shows what remedies consumers asked for (the total percentage equals more than 100% because it is possible to seek a mixture of outcomes. Figures are taken from cases where a decision was made by the adjudicator):
 - Compensation plus an apology – 33%
 - Compensation plus an explanation – 25%
 - Compensation plus other action – 19%
 - Compensation – 39%
- On 7 occasions the consumer did not request compensation at all.
- The total amounts claimed for the three years of operation of CISAS are shown below. This demonstrates that the amount claimed in 2006 almost outweighed the total amount claimed in the previous two years of operation, and increased by over £62,000 between 2005 and 2006



The average amount claimed has, however, dropped significantly, as is shown below



- The total amount awarded as compensation by adjudicators was £30,999. This is an average award of £174, showing that, on average, consumers received 37.6% of what they sought.
- 319 applications (64%) were settled by the consumer and the company prior to the appointment of the adjudicator. This is an increase of 30% on the previous year.
- Only 2.4% of applications made included a deadlock reference number from the company.

Comment

It is noticeable that the ratio of enquiries to applications has risen from 5% to almost 20% in the past year. This is a trend that we hope will continue and demonstrates that consumers are being signposted to CISAS at a more appropriate time (i.e. not too early) in more and more cases.



The drop in adjudications being made in favour of the consumer can be explained in the main by the significant increase in the number of cases that are resolved during the “early settlement window” created by CISAS.

The number of cases, increased by 312 on the previous year. We believe that this is partly due to the increase in the number of CISAS members and partly to our efforts over the year to provide better information for consumer advice groups about CISAS. These efforts have led to CISAS being approved by the DTI and Citizens Advice for entry on to the European Consumer Centre Network, as well as an increasing awareness of the scheme with Trading Standards offices and with Consumer Direct.

A surprising statistic is the drop in the number of applications made online. The online application form has been simplified over the year, but consumers seem to prefer to make applications by post despite the ease and advantages of applying online.

It is both surprising and of concern that only 2.4% of applications were accompanied either by a deadlock letter or a deadlock reference number. This suggests that most consumers are having to wait the full twelve weeks before they can apply to have their dispute resolved by a CISAS adjudicator. We will track this aspect closely over the next year and report our findings.

Finally, although the number of enquiries and cases has increased this year, at this level they represent a very small proportion of the number of consumers who use the communications services the member companies provide.

Customer Satisfaction Survey Results

From 1st August 2005 to 31st March 2006 we undertook a survey of a sample of consumers who had contacted CISAS but who did not go on to make an application for adjudication of their dispute.

Of 1,828 consumers surveyed, 397 (22%) returned their form. Therefore, the results below are taken from those 397 responses.

The respondent profile was:

- Equal numbers of men and women responded to the survey (with 14% failing to answer the gender identification question)
- 80% of respondents spoke English as a first language (with 15% failing to answer)
- In terms of ethnic origin, (with 17% failing to answer) respondents described themselves as:
 - English – 71%
 - Scottish – 6%
 - Caribbean – 3%
 - Indian - 3%
 - Welsh - 3%
 - African – 1%
 - Chinese – 1%
 - Irish - 1%
 - Japanese – 1%
 - Malaysian – 1%
 - Pakistani – 1%
 - Other – 1%
- In terms of physical ability, (with 18.5% failing to answer) respondents described themselves as:
 - 71% as having no disability
 - 5.5% as having some difficulty with physical mobility
 - 3% as having some other unspecified disability
 - 1.5% as having some hearing impairment
 - 0.5% as having some visual impairment
- The graph below shows the age profile of respondents, showing the majority of respondents to be in the 36 to 45 and 46 to 55 age groups.



Question 1: How did you hear about our service? Of those respondents who answered this question

- 31% heard about CISAS from Citizens Advice, Trading Standards or other advice centres
- 22% came direct from a trade body or from Ofcom, the industry regulator
- 19% were referred to CISAS by a friend, colleague or other source
- 15% came via an Internet link
- 9% of those who answered came via advice from the company they were in dispute with
- The remaining 4% came to via a telephone directory

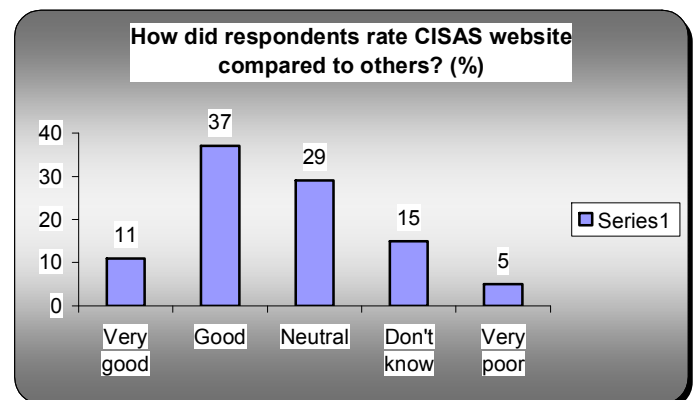
Question 2: If you heard about our service from the Internet, how did you get the website address? Of those respondents who answered this question

- 57% found us after consulting an Internet search engine
- 18% found us via word of mouth or a website link
- 15% specified "another" source
- 10% found us via a publication

Question 3: If you used our website, how successful were you in finding what you wanted to find? Of those respondents who answered this question

- 15% said they found what they wanted very easily
- 46% said they found what they wanted easily
- 15% said they found some of what they wanted but not all of it
- 13% said they had difficulty in finding what they wanted
- 11% said they could not find what they wanted at all

Question 4: How would you rate the CISAS website compared to others you have visited? Of those respondents who answered this question



Question 5: When did you first contact us? Of those respondents who answered this question

- 46% said after the company had made their decision and they had decided they wanted to take their case further
- 46% said after they had complained to the company but before the company had made its decision
- 8% said that they contacted us before they had contacted the company

Question 6: What was your first method of contacting us? Of those respondents who answered this question

- 77% said by telephone
- 14% said by letter or fax
- 7% said by email
- 2% said somebody else made contact on their behalf

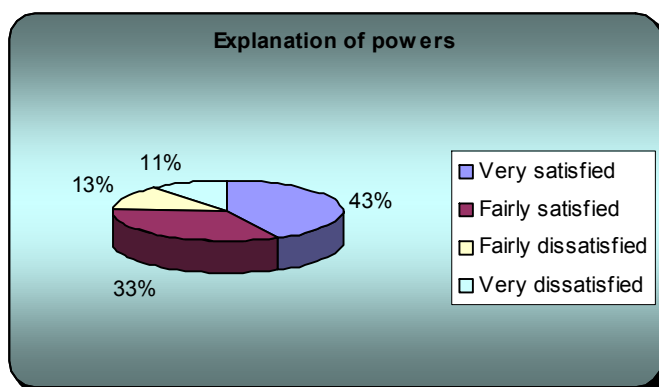
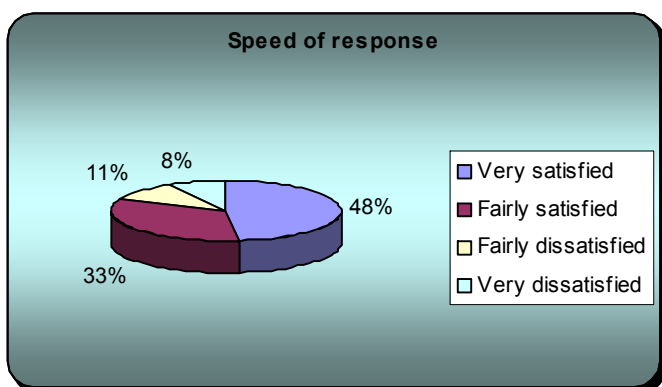
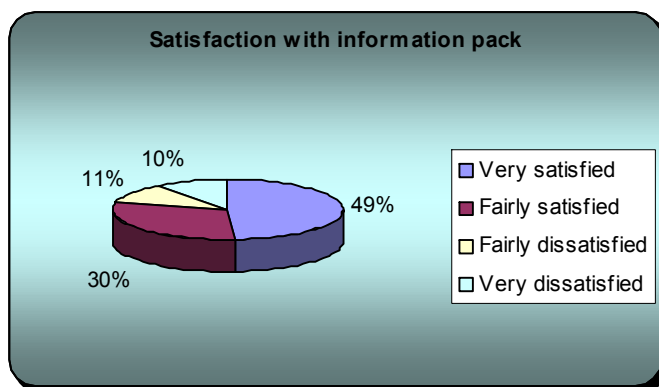
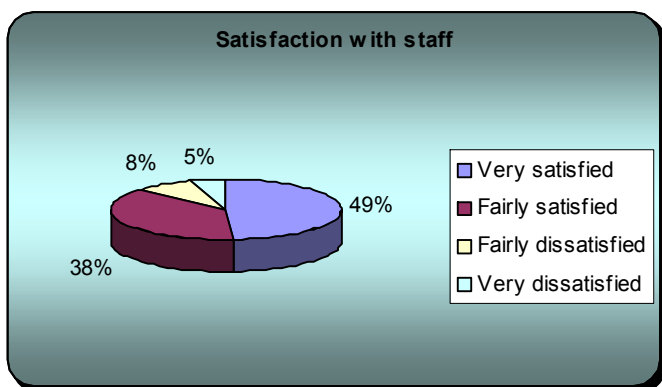
Question 7: What was your reason for contacting us? Of those respondents who answered this question

- 41% said to register a complaint
- 23% said for advice on how to make a complaint
- 12% said for an indication on the strength of their case to see if it was worth making a complaint to CISAS
- 9% said for advice on what companies are allowed to do
- 7% said for an indication on whether it was worth complaining to the company
- 5% said to get a form or leaflet
- 3% said to get an idea of the timescale involved in using CISAS

Question 8: What other advice did you receive before contacting us? Of those respondents who answered this question

- 38% said they received advice from Citizens Advice or Trading Standards
- 27% said they received no other advice
- 23% said they received advice from the company
- 12% said they received advice from a friend, colleague or other source

Question 9: How satisfied were you when you first contacted us? Of those respondents who answered this question



Question 10: Please state the type of advice you were given when you spoke to us. Of those respondents who answered this question

- 61% were told to get back in touch with the company to complete their complaints procedures
- 29% were asked to return a signed and completed form
- 6% were told that their complaint was outside of the scope of CISAS
- 4% were told that their company was not a member of CISAS

Question 11: If you were advised to return an application form but did not, please state why. Of those respondents who answered this question

- 27% said that they were not confident their claim would be successful
- 26% said that they were not sure that CISAS would be able to get the company to fix their problem
- 25% said that the procedure was too bureaucratic
- 10% said that they did not think that CISAS was truly independent and they would not get a fair and balanced resolution
- 6% said that they felt they would not get enough compensation to make a claim worth while
- 6% said they could not be bothered to make a claim

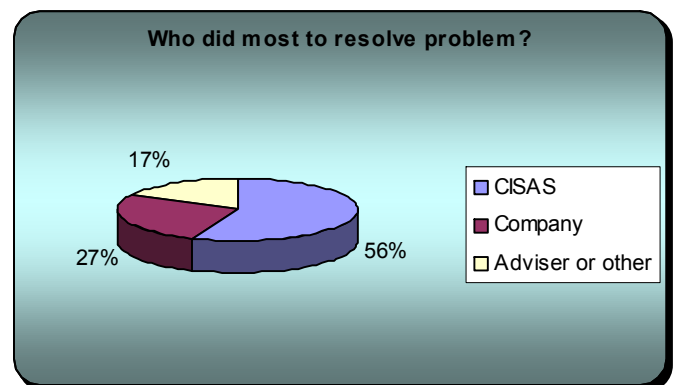
Question 12: If you were advised to get back in touch with the company what did you do? Of those respondents who answered this question

- 54% went back to the company and their problem was resolved
- 18% went back to the company and got nowhere and gave up
- 9% went back to the company and are still waiting to hear from the company
- 8% sought advice elsewhere or did something else
- 8% went back to the company and got nowhere and are still considering their options
- 3% did nothing

Question 13: If you went back to the company what action did they take? Of those respondents who answered this question

- 34% said the company resolved their problem in the way they wanted
- 29% said the company could not resolve the complaint to their satisfaction
- 9% said that the company waived the entire bill
- 8% said that the company offered them an ex-gratia payment, apology or explanation
- 7% said the company agreed not to charge them the full bill
- 5% said the company offered them a discount or gift
- 8% gave a variety of other responses

Question 14: What body do you think did most to resolve your problem? Of those respondents who answered this question more than 50% said that CISAS had been the most helpful, with the company on 27% and other agencies or advisers on 17%



Question 15: Would you be willing to use our service again? Of those respondents who answered this question

- 53% said very likely
- 18% said fairly likely
- 13% said very unlikely
- 9% said they did not know whether they would use our service again
- 7% said it was fairly unlikely

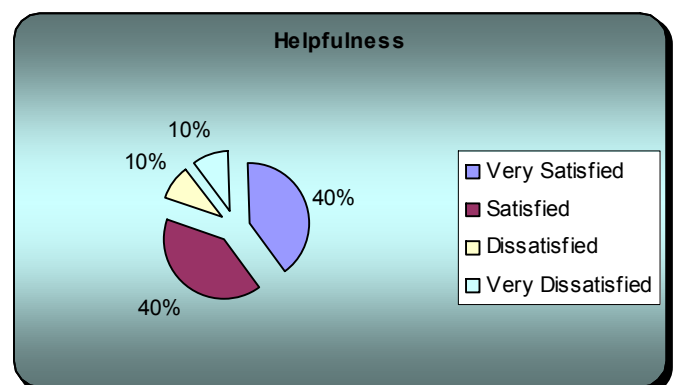
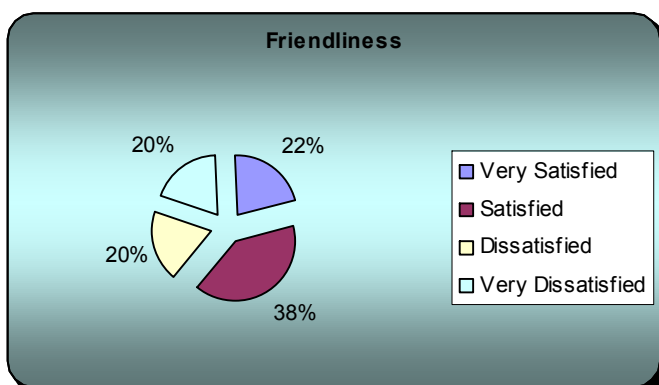
Question 16: What were your thoughts on the role of our service? Of those respondents who answered this question

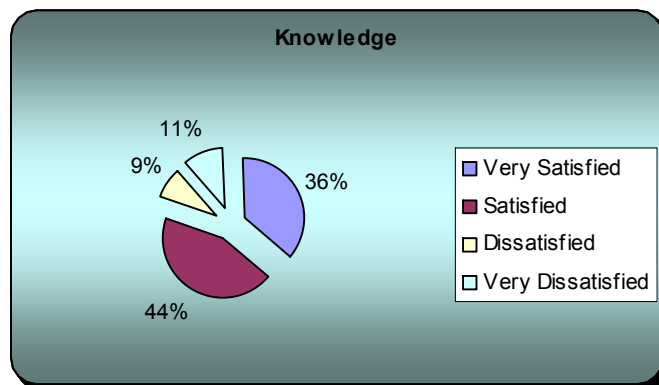
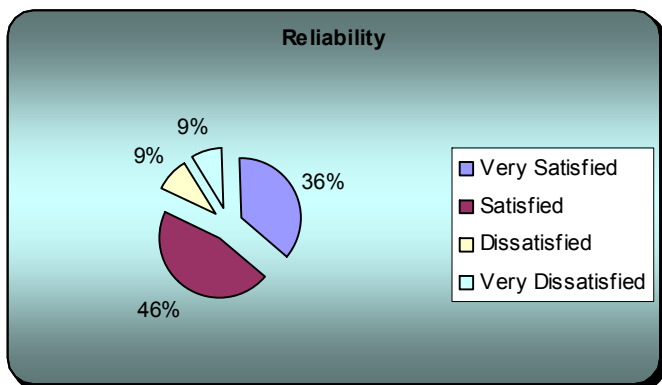
	Strongly Agree	Agree	Disagree	Strongly Disagree
The service was excellent – CISAS gave me advice which helped me with my problem	30%	37%	19%	13%
It is impossible to say – I have no idea whether CISAS involvement made any difference or not	19%	33%	26%	22%
Once my company became aware that I had contacted CISAS it changed its tune and settled my complaint quickly	40%	23%	17%	20%
CISAS made no difference at all – the company still refused to give me what I wanted	30%	8%	25%	37%
CISAS was very helpful, giving me advice about my case and I was able to deal with the company on my own	22%	38%	20%	20%

Question 17: What was your overall satisfaction with our service? Of those respondents who answered this question

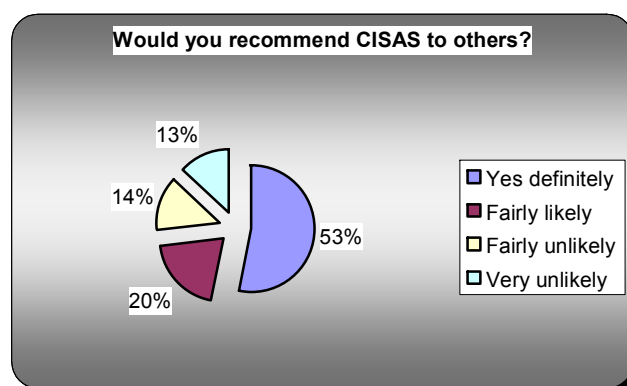
- 41% said they were very satisfied
- 22% said they were satisfied
- 18% did not know whether or not they were satisfied
- 12% said they were very dissatisfied
- 6% said they were fairly dissatisfied

Question 18: How satisfied were you with our staff? Of those respondents who answered this question





Question 19: From your experience with our service, would you be willing to recommend others to contact us? Of those respondents who answered this question



Comment

This survey has provided us with a fascinating insight to a customer base which did not actually come back to use our services. However, they were still our customers, as they had reason to contact us, either for further information or for advice and, as is demonstrated in the answer to question 12, over 50% of those customers who we advised to go back to their company did so and received an acceptable outcome to their complaint or dispute. Indeed, 34% of respondents went as far as to say that the company then gave them everything they had wanted, with 9% saying that the company waived the bill in full.

It was also pleasing to note that 56% of respondents felt that CISAS did the most to resolve their complaint or dispute with the company even though an application to ADR was not made, with 63% saying that the fact that they had told the company that they had been to CISAS changed the way that the company dealt with them afterwards.

Therefore, in addition to the 77% of consumers who had their disputes settled or resolved in their favour after making an application, we can add the 56% that had the dispute settled without having to use this extra step. Such is the value of an independent ADR service in promoting early settlement of disputes and encouraging good practice in complaint resolution.

It is also satisfying to note that the vast majority of respondents were very satisfied or fairly satisfied with our staff, our information packs, the speed of our response and how we explained our powers and the powers of the adjudicator. However, it is noticeable that we score poorest in the section on the explanation of our powers, which demonstrates that we may need to simplify our explanatory materials and invest more heavily in training for our staff in order to improve in this area.

It is also very interesting to note the reasons why respondents did not return an application form when they had been told that they could make a valid claim. With 25% saying that they felt our service was too bureaucratic we clearly need to look at our documentation again to ensure that we can remove as many obstacles as possible in order that people with valid claims are not put off from making an application. We will work with our members and with consumer groups when updating our service and the documentation to improve in this area.

Consumer Protection for a New Age

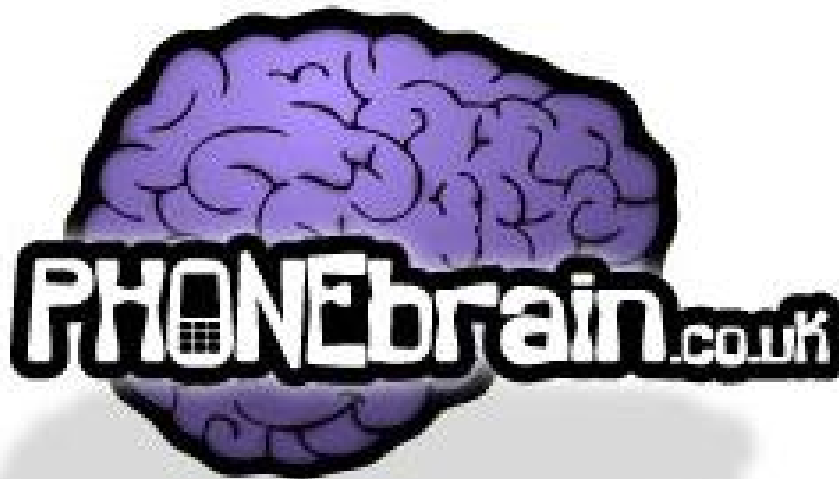
We are delighted to have been asked by ICSTIS to support the development of the Children's website.

The ubiquity and popularity of premium rate services in the media ensures that children have more exposure to them than ever before. Children also have more access: 65% of 8-15 year olds now own a mobile phone.

To protect this new audience, premium rate services regulator ICSTIS will shortly be launching **www.phonebrain.co.uk** – a new website specifically targeted to meet the needs of children. It is the latest initiative from ICSTIS in its work to deliver up-to-date consumer protection for everyone.

The new site will be fun, interactive and relevant. Users will learn about premium rate services, be able to recognise them and the different ways of accessing them, and appreciate the potential costs involved.

The site will help children to make educated choices about the media they encounter in their day-to-day lives. It will tackle potential issues before they become problems and provide children with an essential resource about all they need to know about the industry.

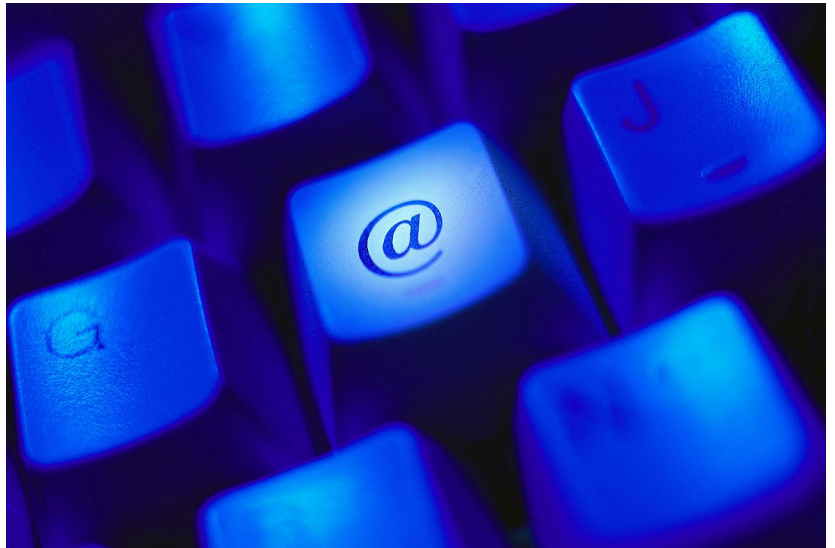


Case Studies

CISAS Case Studies are available online at the CISAS website. Below is a selection of cases added to the site during 2006. Please note that in each case “C” refers to the consumer with “T” referring to the company.

Asked for as much as he could

C complained T had failed to provide an internet service. T should have charged him £21.00 a month for phone and internet services but had in fact charged him £1.00 in month one, £56.51 in month two, £31.85 in month 3, £31.85 in month 4, and £12.85 in month 5. T's responses to C's requests to correct charging had been poor with 7 operators over 8 calls either saying they could not correct the problem, failing to return calls or advising they were in training. T accepted wrong charges had been applied but did not say what the charges should have been. However, T promised to correct the over charging and ultimately refund fees paid. T also refuted the account of events by C but did not provide records of communications with C.



The Adjudicator decided that reimbursement was adequate compensation as T's contract obliged C to use his line for residential purposes and C had not proved substantial loss. Also C had said he had just, 'asked for as much as he could'. C had not proved internet service failures; he had had several months of free internet and phone services which had to be taken into account. A direction ordering a further explanation by T was inappropriate, as the contractual relationship between the parties had ended neither was a direction for an apology appropriate as an apology had been provided.

Lost data

C complained that about six years ago T had suspended services and erased personal data from his 2 SIM cards without warning and had wrongly quoted £11,500 as the cost of retrieval. T maintained C had Pay As You Go services under terms that allowed T to suspend services if not used for 365 days and then cancel the accounts if not re-activated. T's accounts had been cancelled for this reason, SIM data was not now retrievable and they had not quoted C £11,500 to retrieve it.

The Adjudicator decided that C had lost valuable data. However, as the Terms and Conditions of T did apply to C's accounts and these allowed suspension after a 365-day period of none use with cancellation of accounts there was no breach of contract by T. C had just left it too late before he contacted T. Also T did not offer and could not offer a data retrieval service as the SIM card numbers had been re-allocated, thus T had not quoted £11,500 costs. Again C had simply left it too late. The data was now lost.

Offers to cover inconvenience

C complained that T had made mistakes recording his name, address and post code during registration for a broadband service. As a result T had not sent C the modem he required to connect to their services and had failed to respond to correspondence. T did not accept the errors were their fault or that they had failed to deliver the modem. T provided detailed records showing they had tried to deliver on several occasions. T maintained that even if they had made a mistake they were not liable to cancel C's contract and pay compensation, as the errors were remediable.

The Adjudicator decided that it was not feasible to apportion blame. T had taken down addresses and names incorrectly but transcripts of telephone conversations between the parties indicated C was rushed in his approach and on occasion could not recall his address, home phone number or password, which suggested he might have acted

carelessly. T had offered the practical solution of cancelling the contract without penalty and refunding monies paid. The Adjudicator did not order T to pay other monies they had offered (£50 for inconvenience and £30 towards costs of communicating about problems), as there was no proof T had been at fault or that such offer remained open.

Evidence of loss

C complained the web mail service provided by T had never really worked; it was to an unacceptable standard. For many months T promised C that they were dealing with the issue but the service had not improved. T asserted that it was a free feature which was supplemental to the services they provided. T did not provide any service level agreements for the web mail service and T's Terms and Conditions protected them from consequential loss. T also asserted that C had not identified or quantified the loss he claimed to have suffered.

The Adjudicator did not accept T's argument that the web mail service was free and supplemental to the other services that T provided.

Insufficient credible evidence

C subscribed to T's broadband service and was sent a modem by T. C complained that T had knowingly supplied a defective modem which meant C was unable to connect to the internet, he regularly lost his internet connection and on occasions his computer would freeze. C also alleged that T removed anti-virus software from C's computer and T provided unsatisfactory customer service. C claimed compensation for the time he had wasted trying to resolve this problem with T.

The Adjudicator dismissed C's claim deciding that C had not provided sufficient credible evidence to prove, on the balance of probabilities, either that T had sent him a defective modem or that the modem was the cause of the problems C was experiencing with his computer. C had submitted insufficient evidence to prove that T were responsible for the anti virus software loss. C was not entitled to any compensation for time wasted trying to resolve the problem because C had not quantified the amount of time which he had spent trying to contact T and in any event the Adjudicator found that there was insufficient credible evidence to hold T liable for C's problems.

Terms and conditions

C's SIM card fell into the hands of people who used it to make expensive international calls, £623 excluding VAT. C complained that he should not be held responsible for the cost of these calls and they should be deducted from his bill. Also T should have warned him of the consequences of losing his SIM Card and they should have systems in place that puts a bar on their customers' accounts before a large number of expensive calls are made. T maintained that the responsibility for protecting the SIM card is on C and that it was they who identified an unusual usage on C's account and had placed a bar on it to prevent further fraudulent calls being made.

The Adjudicator decided that under T's Terms and Conditions C was responsible for the cost of the fraudulent calls. C should have protected his SIM card by the use of a PIN. The Adjudicator dismissed C's arguments that it was for T to monitor his account so that it would not be subjected to fraudulent calls.

Providing broadband

T telephoned C and asked if C wanted to join T's broadband. C said he would as it could allow him in future to consolidate his three dedicated lines for home telephone, fax/telephone and computer into two lines. C requested that the broadband service be provided on his dedicated home computer line but T incorrectly noted the dedicated home telephone line as the number to which broadband was to be added. C complained he was not getting a connection. Several months later T asked C whether he had received the modem and connected it. C replied that he had not received the modem. C sought compensation of £5,000 referring to the inconvenience caused, the cost of using dial-up services, and the monthly charge for a service he did not receive.

The Adjudicator decided that T failed in their duty of care to C by not providing a reasonable level of customer service. C took up the offer of a broadband service because it potentially increased his enjoyment from the internet by giving an improved level of speed and service; C could reasonably expect that it would not cause him inconvenience. In reality the opposite happened, it cost C more money for a service he did not receive and he spent a significant amount of time trying to sort out a problem not of his making. C clearly suffered inconvenience and incurred costs by the failures of T. £300 was awarded to cover all parts of the claim.

You can find many more case studies at www.cisas.org.uk.

Membership News

We welcomed the following companies to CISAS during the last year:

0800 Reverse Ltd	186k Ltd	Ace Internet
Allcom Communications Ltd	Babble.net Ltd	Brightfilter Ltd
Bytel	CAN Networks Ltd	Concept Coders
Crowthorne Associates	Datanet	EasyAir Ltd t/a OpenAir Ltd
Efhbroadband	Elite Internet Ltd	EliteUKServe
Eunixa	Exa Networks	Excel Telecom
EzeeDSL Ltd	Fastnet	Force9
Freedom2Serve	Free-Online	Globalink Telecoms International Ltd
Griffin Internet	Internet Phone Company Ltd	IP Support
IPSISP	JustName	Keen Computers
Link Connect	Mapesbury Communications	Net2Roam Ltd
Nildram	OrbitalNet	Pay As You Host
Platinum Telecom	Plus.net.uk	Pobox Hosting Ltd
Port 995	Prodigy Internet	Proweb (UK) Ltd
Quazzle	Ready Technology	Rely Telecom Ltd
Rural Communication Solutions Ltd	Shimmer Telecom	Solutions Inc t/a Solutions255
Sunstone Telecom	Telabria	Telecom Direct
TeING	TIC-Com	Tiscali UK Ltd
Trojan Communications Ltd	UKS Ltd	VCOMM UK Ltd
Velofone Ltd	Vispweb	VoIP Unlimited
Wessex Broadband Ltd	West Somerset Internet	Xtec Communications Ltd
Yello Telecommunications Management Ltd		

For a variety of reasons, we were sad to have to say goodbye to the following companies and thank them for their support of CISAS during membership:

2pm Technologies	AccentUK	Gamma Telecom
Legend Communications	London Voice & Data Exchange	Phonecard Services Ltd
Supanet	Timico	Topletter
Tory.org	Viatel	Vodat Solutions
Voicestream Networks	VOIP Solutions	Websights
Xconnect		

Membership of CISAS continues to grow weekly. An up-to-date list of members is available at the CISAS website at www.cisas.org.uk.

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