

# Guide to Compensation for Inconvenience and Distress

We are all inconvenienced at times in our daily lives, including in our dealings with communication providers. Companies make mistakes, but it may not always be appropriate for compensation to be paid for a mistake.

This Guide is here to help you understand what an adjudicator may consider in deciding whether or not to direct a company to pay compensation for the inconvenience and distress that has been caused.

## What is an award for inconvenience and distress for?

Awards for inconvenience and distress are not about the amount of any refund, the cost of something you have purchased that does not work properly, or the costs you incur in preparing and submitting your case to CISAS. These awards are about recognising that the way in which the company has treated you and your complaint has had a personal impact. This could include:

- **inconvenience** – this might include not having access to a service, particularly if this happens over a long period of time or on more than one occasion. It could also be the time you have spent and the effort you have made to seek a resolution to the company's error (but remember that this is not the same as the time and effort of making an application to CISAS itself).
- **distress** – including any anxiety, disappointment, embarrassment, upset or stress that you suffered as a result of the company's error.
- **how your complaint was handled** – including whether or not the company responded quickly and took your complaint seriously.

## Is an award for inconvenience and distress a fine or a punishment for the company for getting something wrong?

No, it's not a fine or a punishment. Instead, an award for inconvenience and distress is a way for the adjudicator to highlight that something went wrong which had a negative impact on you.

## Who decides?

CISAS is an independent dispute resolution service. Your claim will be considered by an independent and professional adjudicator. The adjudicator will first weigh up all of the facts and evidence, and then decide whether it is fair and reasonable to make an award for inconvenience and distress. Most awards of this kind are relatively low, and do not often exceed £200.

## What will I have to prove in order to receive an award for inconvenience and distress?

You don't have to "prove" anything as such, but in your application you should clearly set out how the company acted unreasonably and the effects that this has had on you. There is a table below setting out "aggravating" and "mitigating" factors. But remember that every customer and every complaint is different.

## How does an adjudicator decide whether to make an award and for how much?

When making a decision, the adjudicator will consider whether it is fair to award compensation for inconvenience and distress. If the adjudicator decides that a company has acted unreasonably, he/she will then consider the impact that this has had on the customer – which could be moderate, significant, serious or very serious. The impact of the company's actions on a customer has to be foreseeable and must be more than just a minor inconvenience or upset. The adjudicator will also take into account any previous goodwill payments made to the customer by the company for inconvenience and distress.

## If I make a claim, why is an award for inconvenience and distress not paid automatically?

The adjudicator will consider the information you have put into your application about how the company's actions (or failures to act) have affected you. Everyone is different, and the impact of the company's actions may be different, so in some cases it may be sufficient for the company to apologise or take some other practical action to put things right.

## If I have been caused minor inconvenience and distress, will I always receive compensation?

If the adjudicator finds that you have been caused only minor inconvenience and/or distress, you may not be awarded compensation. It may be more appropriate for the company to provide you with an apology.

## Can I claim for the cost of making an application to CISAS?

No, an award for inconvenience and distress is not about reimbursing or compensating for any costs you incur in preparing or submitting your case to CISAS.

## What if I am awarded something that is less than I asked for? Can I accept part of the decision?

No, you can only accept the decision in full or reject it in full. If you decide not to accept the decision it will have no effect. There is no mechanism for appealing an adjudicator's decision.

<b>Tiers of inconvenience and distress</b>	
Tier 1: moderate	£0 - £50
Tier 2: significant	£50 - £100
Tier 3: serious	£100 - £200
Tier 4: very serious	£200 or more

## Case studies

These case studies are here to help you understand the type of awards that might be made. But remember the adjudicators will look at every application on a case by case basis and a customer's individual circumstances will be taken into consideration when deciding on any award. Two customers may experience a similar problem but one may have been caused a greater degree of inconvenience or distress than the other.

### Tier 1: moderate (up to £50)

#### **Complaint: poor network coverage, poor customer service**

The customer complained that the network coverage was poor in and around his home and that he was sometimes unable to make and receive calls. The customer also stated that when he contacted the company to complain about the matter, he had to wait over a month for a written response.

#### **Award**

The adjudicator found that the terms and conditions of the customer's agreement with the company did not

guarantee fault-free coverage in all places and at all times. Furthermore, the evidence provided by the company showed that the customer had been able to make significant use of the services. However, by taking over a month to provide a full written response to the customer, the adjudicator found that the customer had been caused inconvenience for which an award of £20 was made.

## **Tier 2: significant (£50 to 100)**

### **Complaint: incorrect billing, poor customer service**

The customer was charged for calls to a number that should have been included within his monthly allowance. The incorrect billing occurred for four months before the problem was resolved, despite the customer raising this with the company on three occasions.

### **Award**

The adjudicator found that the company had not billed the customer in accordance with the terms and conditions of the contract for a period of four months, although the amounts that had been overcharged were relatively small. In addition, the adjudicator found that the customer had to raise the problem with the company three times before it was resolved. The adjudicator considered that the customer had been caused inconvenience and distress by the company's actions, and the sum of £100 awarded in recognition of this.

## **Tier 3: serious (£100 to £200)**

### **Complaint: blocked handset**

The customer tried to upgrade her mobile phone contract, but an error in the upgrade process resulted in the handset being blocked. This meant that the customer could not make/receive calls for a period of ten days.

### **Award**

The adjudicator found that the company failed in the duty of care it owed to the customer by blocking the handset without notice or explanation. As the customer had been left without access to the telephone service for a period of ten days, the adjudicator concluded that the customer had suffered serious inconvenience and distress. The adjudicator therefore awarded £150.00 to the customer.

## **Tier 4: very serious (£200 or more)**

### **Complaint: account created in error, incorrect charges, poor customer service**

The company had set up an account in the customer's name in error and then subsequently charged him for that account. The customer had not at any point requested the services. After the customer requested the termination of the account, the company billed him several hundred pounds for the cost of the handset. The company then failed to respond to the customer's complaints.

### **Award**

The adjudicator found that the company had set up the account in the customer's name in error, and therefore all of the charges that were levied on the account were incorrect. The adjudicator also found that the company had no right to charge the customer for the cost of the handset, and that the company had not responded to the customer's complaints. All of these matters caused the customer very serious inconvenience and distress over several months. The adjudicator therefore awarded the customer £400.

## CISAS compensation for inconvenience and distress

	<b>Mitigating factors (reducing the amount)</b>	<b>Aggravating factors (increasing the amount)</b>
<b>Nature of complaint</b>	The company's breach of contract or failure in its duty of care is isolated and not part of a recurring pattern	Repeated failings experienced or failing occurred over a protracted period
	Few of the customer's complaints are upheld and/or the complaints are relatively minor	Numerous complaints upheld and/or the complaints upheld are of a serious nature
<b>Impact on customer</b>	No impact reported or impact not significant	Customer reports distress (at the time or ongoing), including anxiety and disappointment
	Distress or inconvenience slight	Customer reports inconvenience, including expenditure of time and/or effort that has resulted from the issues complained about
<b>Company's response to the complaint</b>	Evidence that complaint has been taken seriously (e.g. proper investigation, attempts to resolve expeditiously)	Lack of evidence that complaint has been taken seriously / insufficient investigation
	Tone of responses was constructive, empathetic and sincere	Tone of responses was unhelpful to the resolution of the complaint
	Attempts made to remedy at an early stage (eg. sincere apology, steps to rectify, appropriate compensation)	Little evidence of attempts to remedy
	Responses were provided within a reasonable timeframe	Excessive or unexplained delays, or a failure to respond to the complaint
	Action reported to prevent recurrence/improve services and/or identify shortfalls	Customer was required to take additional or unnecessary steps
	Debt collection activity not initiated or placed on hold while the CISAS case is ongoing	Debt collection activity initiated or left in progress while the CISAS case is ongoing
<b>Customer's actions</b>	Customer's approach created challenges (eg. rudeness, aggressiveness, vexatious behaviour)	Customer observed complaints process and complied with requests for further information
	Delays in resolving the matter partly caused by customer	Delays caused by customer were communicated to the company and/or were reasonable