

ADR Entity Reporting - Annual Report

Communications & Internet Services Adjudication Scheme (CISAS)

Reporting period: 1 July 2015 – 30 June 2016

This is the Annual Report containing the information as specified under Schedule 5 of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.

(a) The number of domestic disputes and cross-border disputes the ADR entity has received

In the reporting period, CISAS received a total of 3316 domestic disputes and no cross-border disputes. Of these, 2075 disputes came within the scope of what CISAS can deal with, while 1241 were either out of scope or were discontinued for operational reasons.

(b) The types of complaints to which the domestic disputes and cross-border disputes relate

The following table sets out the types of domestic disputes that were referred to CISAS in the reporting period which came within the scope of what CISAS can deal with.

Telecommunications service problems	680
Billing disputes	253
Contract terms	227
Loss of service	184
Charging disputes	144
Incorrect information given	106
Complaint type unknown / not specified	85
Equipment / device faults	84
Disconnection / reconnection	65
Installation problems	64
Customer service	59
Early termination fee	48
ISP service	27
Difficulty contacting the trader	16

Complaints handling	11
PAC Code	7
Privacy	7
Slamming	5
Silent Calls	2
Rogue diallers	1

No cross-border disputes were received by CISAS.

- (c) A description of any systematic or significant problems that occur frequently and lead to disputes between consumers and traders of which the ADR entity has become aware due to its operations as an ADR entity

The wording of traders' terms and conditions are not always as clear and watertight as they could be. This leads to disputes over the interpretation of such terms, particularly in relation to the enforceability of early disconnection charges.

Traders' terms and conditions are not always made clear to consumers. This leads to disputes over their applicability, particularly when a particular term is to the consumer's detriment.

The nature of the service or services that are contracted for are not always made clear when the contract between the trader and the consumer is formed. This is particularly so where the contract is entered into over the telephone or by other means of distance selling. This leads to disputes regarding the features, capabilities and limitations of the service or services that were agreed to be provided by the trader.

- (d) Any recommendations the ADR entity may have as to how the problems referred to in paragraph (c) could be avoided or resolved in future, in order to raise traders' standards and to facilitate the exchange of information and best practices

Traders' terms and conditions should be written in plain English and easy for consumers to understand. This may avoid disputes about the interpretation of terms and conditions from arising.

Traders should ensure that contractual terms and conditions are made clear to consumers at the point that the contract is entered into. Any terms that may adversely affect the consumer should be specifically brought to the consumer's attention. This may avoid disputes regarding the applicability of particular contract terms from arising.

When a contract is entered into between a trader and a consumer, particularly via any means of distance selling, traders should ensure that a clear and

comprehensive explanation is given to the consumer of the features, capabilities and limitations of the service or services that have been agreed to be provided.

- (e) The number of disputes which the ADR entity has refused to deal with, and percentage share of the grounds set out in paragraph 13 of Schedule 3 on which the ADR entity has declined to consider such disputes

CISAS refused to deal with a total of 702 disputes in the reporting period. The following table sets out the percentage share of the grounds on which CISAS declined to consider these disputes:

Prior to submitting the complaint to the body, the consumer has not attempted to contact the trader concerned in order to discuss the consumer's complaint and sought, as a first step, to resolve the matter directly with the trader	92%
The dispute is frivolous or vexatious	Nil
The dispute is being, or has been previously, considered by another ADR entity or by a court	Nil
The value of the claim falls below or above the monetary thresholds set by the body	Nil
The consumer has not submitted the complaint to the body within the time period specified by the body, provided that such time period is not less than 12 months from the date upon which the trader has given notice to the consumer that the trader is unable to resolve the complaint with the consumer	8%
Dealing with such a type of dispute would seriously impair the effective operation of the body	Nil

- (f) The percentage of alternative dispute resolution procedures which were discontinued for operational reasons and, if known, the reasons for the discontinuation

During the reporting period, CISAS discontinued a total of 539 cases for operational reasons. This represents 16% of the total amount of disputes received by CISAS.

The following table sets out the percentage share of the reasons for which CISAS discontinued cases for operational reasons:

The subject matter of the dispute did not fall within the scope of what CISAS can consider under its Scheme Rules	4%
The consumer submitted an incomplete application to CISAS which could not be taken forward owing to the lack of information	49%

The trader that the consumer is complaining about was not registered with CISAS as its ADR entity	44%
The consumer was not a 'customer' of the trader under the definition set out in the CISAS Scheme Rules	3%

(g) The average time taken to resolve domestic disputes and cross-border disputes

Domestic disputes took an average of 28.86 calendar days to resolve.

No cross-border disputes were received by CISAS.

(h) The rate of compliance, if known, with the outcomes of the alternative dispute resolution procedures

CISAS does not record data on the rate of compliance with outcomes.

CISAS has a process in place whereby a trader that fails to comply with an adjudicator's decision that has been accepted by the consumer has their membership of CISAS suspended. If non-compliance persists, the trader's membership of CISAS is terminated.

(i) The co-operation, if any, of the ADR entity within any network of ADR entities which facilitates the resolution of cross-border disputes

As CISAS does not deal with cross-border disputes, this is not applicable.