



## Independent Adjudication Scheme (Assets for Life)

### Scheme Rules

**(April 2022 edition)**

These rules apply to applications we receive on or after 19 April 2022.

If you require this document in an alternative format, please contact CEDR for further details.

#### **1. Introduction**

- 1.1. The Independent Adjudication Service (“the Scheme”) is administered by Centre for Effective Dispute Resolution (“CEDR”). The Scheme provides an informal and independent way of adjudicating disputes between Assets for Life (“the Company”) and their customers (“the Customer”) – together known as “the Parties”. This is done by way of a non-binding adjudication process (“the Adjudication”).
- 1.2. To use the Scheme, the Customer must send a completed application form (“the Application”) to CEDR setting out their complaint. The Scheme is free of charge to customers.
- 1.3. The Adjudication will be undertaken by an independent adjudicator (“the Adjudicator”) appointed by CEDR from its Adjudication Panel (“the Panel”) that it maintains for these purposes. An adjudicator’s decision is only binding on the Parties when the Customer accepts it. Acceptance by the Customer must take place within 20 working days of the decision being issued for the decision to become binding.
- 1.4. Applications to the Scheme will be accepted from customers or their nominated representatives. If the Customer wishes to nominate a representative to act on their behalf, the Customer must provide signed authority with their application to the Scheme confirming that they agree to the representative acting on their behalf.



1.5. A 'Customer' is an individual or business that purchases one or more services from the Company and subsequently makes a complaint about those services.

1.6. The Customer can only use the Scheme if:

1.6.1. they have not been able to settle their complaint after exhausting the Company's formal complaints procedure; or

1.6.2. the Company has agreed, in writing, that the complaint should be referred to the Scheme; or

1.6.3. their complaint has not been settled after 60 working days have passed from the date on which the Customer initiated the Company's complaints procedure.

1.7. An adjudicator appointed under these Rules will make a decision by considering the information received from the Parties, any relevant laws, regulations and contracts, any applicable guidance and any other relevant information.

1.8. Any decision made by an adjudicator applies only to the specific complaint referred to the Scheme. Under no circumstances do decisions made by adjudicators set precedents.

## **2. What the Scheme covers**

2.1. The Scheme can be used to resolve complaints about the Company's provision of its services.

When an application is received that meets the requirements of this Rule, and none of the exclusions in Rule 2.2 apply, it will be considered to be a valid application.

2.2. The Scheme cannot consider complaints, or parts of complaints, which fall into one or more of the following categories:

2.2.1 Applications that are made to the Scheme by (or, in the case of nominated representatives under Rule 1.4, on behalf of) someone who does not fall within the definition of a 'Customer' under Rule 1.5;



- 2.2.2 Applications that are made against a company that does not subscribe to the Scheme;
- 2.2.3 Where the Customer has not met the requirements under Rule 1.6 in relation to attempting to resolve their complaint;
- 2.2.4 Applications received by CEDR more than twelve months from the date on which the Customer has received notice from the Company that it is unable to resolve the complaint. CEDR can extend this period in exceptional circumstances if the Parties agree or if, in our opinion, the Company has unreasonably delayed handling the complaint. For notices sent by post, in the absence of evidence of an alternative date of receipt, this timescale will begin three working days after the date on which the notice was sent to the Customer;
- 2.2.5 Complaints that contain no aspect relating to the issue set out at Rule 2.1;
- 2.2.6 Applications where a total sum that exceeds the total purchase price of the service(s) has been claimed (inclusive of VAT (if any)) (this sum includes any claims for compensation, refunds, credits and/or waivers);
- 2.2.7 Complaints, which in the opinion of CEDR, are more appropriately dealt with by a court, regulatory body, or other formal process;
- 2.2.8 Complaints that CEDR considers to be frivolous and/or vexatious;
- 2.2.9 Complaints that are the subject of either:
  - 2.2.9.1 an existing application; or
  - 2.2.9.2 a previous valid application that reached a resolution through the Scheme, whether by settlement or by adjudication.
- 2.2.10 Complaints that have been, or are, the subject of court proceedings or an alternative independent procedure for the determination of disputes (unless such proceedings or alternative procedure have been abandoned, stayed or suspended);
- 2.2.11 Complaints about one or more of the following matters, unless CEDR considers the matter(s) to be an agreed or accepted fact:
  - 2.2.11.1 Damage to property;
  - 2.2.11.2 Fraud or other criminal matters;
  - 2.2.11.3 Data protection;
  - 2.2.11.4 Personal injury;
  - 2.2.11.5 Discrimination;



- 2.2.12 Complaints that have been agreed by the Parties to be settled before the date on which the Application was sent to the Company (in line with Rule 4.1.3), unless CEDR considers that the terms of that settlement have not been fulfilled within a reasonable time;
  - 2.2.13 Where the details of the complaint set out in the Application materially differ from the details that were provided by the Customer when meeting the requirements under Rule 1.6;
  - 2.2.14 Complaints about one or more of the Company's services that have been the subject of either:
    - 2.2.14.1 an existing application by another customer; or
    - 2.2.14.2 a previous valid application that reached a resolution through the Scheme, whether by settlement or by adjudication, by another customer.
  - 2.2.15 Applications where the Customer has not requested any of the remedies set out in Rule 3.2;
  - 2.2.16 Complaints that would seriously impair the effective operation of CEDR if considered by the Scheme.
- 2.3 If the whole complaint falls outside the scope of the Scheme, it will be withdrawn. If part of the complaint falls outside the scope of the Scheme but part is in scope, only the part that is in scope will proceed (unless it is not practicable to do so).
- 2.4 Any complaint, or part of a complaint, that falls outside the scope of the Scheme can proceed if the Company gives its express agreement for this to happen.
- 2.5 Making an application to the Scheme does not take away the Customer's duty to pay the Company any other amounts that are due and that are not disputed.

### **3. Applying to use the Scheme**

To apply to use the Scheme, the Customer must send to CEDR a completed application form, which can be done by post or online. Application forms are available from CEDR and on the Scheme website at: [www.cedr.com/consumer/assets-for-life/](http://www.cedr.com/consumer/assets-for-life/). If a customer requires any special assistance with their



application they can contact CEDR and reasonable adjustments will be made in line with CEDR's reasonable adjustments policy, which can be found on [CEDR's website](#).

3.1. In the Application, the Customer must request at least one of the following remedies from the Company (the requested remedies must be able to be directed by an adjudicator in line with Rule 5.4, and must only affect and/or apply to the Customer):

- 3.1.1. An apology;
- 3.1.2. A product or service;
- 3.1.3. Some practical action to be taken by the Company;
- 3.1.4. A payment of compensation (this amount will not exceed the limit set out at Rule 2.2.6).

3.2. The Application should include details of:

- 3.2.1. The service(s) provided by the Company that the complaint is about;
- 3.2.2. The background to the complaint;
- 3.2.3. The precise issues that are in dispute;
- 3.2.4. The steps already taken to attempt to reach a resolution with the Company;
- 3.2.5. The reasons for requesting the remedy or remedies asked for; and
- 3.2.6. The reasons for the amount of any compensation requested.

3.3. The Customer should supply with the Application any relevant documents and/or evidence that supports their complaint. It is the Parties' responsibility to supply the documents and/or evidence that they wish to rely on. CEDR only has access to information and evidence that the Parties have specifically provided in connection with the complaint.

3.4. The Customer is encouraged to clarify the remedy or remedies requested in as much detail as possible, but a failure to do this will not make the Application invalid. If, in the opinion of CEDR, any aspect of the Application is unclear, CEDR will make one attempt to contact the Customer to seek clarification.



## 4. The Scheme process

### 4.1. The Application

- 4.1.1. When the Application is received along with any supporting documents, CEDR will make an initial assessment within 15 working days as to whether or not the complaint appears to fall within the scope of the Scheme. This initial assessment will be made by reference to Rules 2.1 and 2.2 (NB. This initial assessment does not prevent the complaint from being withdrawn from the Scheme at a later date in line with the objection process (at Rule 4.3) or an adjudicator's powers (at Rule 5.2)).
- 4.1.2. When the Application is processed by CEDR, a case reference number will be given to the Parties. The Parties must quote this case reference number in all communication with CEDR regarding the complaint.
- 4.1.3. If the Application is initially assessed as being within the scope of the Scheme, CEDR will notify the Company by sending an electronic copy of the Application, and any supporting documents that the Customer has provided, to the Company ("the Notification").
- 4.1.4. If CEDR sends the Notification to the Company before 4.00pm, the Company is considered to have received it on that day. If CEDR sends the Notification on or after 4.00pm, the Company is considered to have received it on the following working day.
- 4.1.5. Once the Notification is considered to have been received by the Company, the Company has 10 working days in which to either:
  - 4.1.5.1. Confirm to CEDR that it wishes to settle the complaint in line with Rule 4.2; or
  - 4.1.5.2. Object, in line with Rule 4.3, to the complaint being considered by CEDR to fall within the scope of the Scheme; or
  - 4.1.5.3. Submit to CEDR its written response to the Customer's complaint in line with Rule 4.4 (in exceptional circumstances, CEDR may, at its own discretion, grant the Company an extension of the deadline for providing a response by up to a further five working days).



- 4.1.6. Once the Application is submitted to CEDR, an amendment to any aspect of it, or addition of further evidence or submissions, can only be made in exceptional circumstances and if none of the following apply:
- 4.1.6.1. The complaint has been resolved as settled in line with Rule 4.2;
  - 4.1.6.2. The complaint has been withdrawn in line with Rule 4.3 because it is out of scope;
  - 4.1.6.3. The Company has submitted its written response to the complaint in line with Rule 4.4.

If the Customer wishes to amend any aspect of the Application or to add further evidence or submissions, they must contact CEDR with the amendments and/or additions and give reasons why they should be taken into account. It will be at the sole discretion of CEDR whether to allow this. If it is allowed, the Company will be sent the updated information and the timescale at Rule 4.1.5 for the Company to reach a settlement, object or submit a response will be restarted.

## 4.2. Settlement

- 4.2.1. If the Company agrees to give the Customer all the remedies requested in the Application that meet the requirements of Rule 3.2 (a “Settlement in Full”), the Company must notify CEDR of this within the timescale set out at Rule 4.1.5. For clarity, in order to be considered a Settlement in Full, the Company need only agree to provide those remedies that are able to be directed by an adjudicator in line with Rule 5.4, and only those that affect and/or apply to the Customer. When CEDR receives notification from the Company that a Settlement in Full has been reached, CEDR will close the complaint as resolved. In order to fulfil the settlement, the Company must provide the Customer with all these remedies within 20 working days of CEDR being notified of the Settlement in Full, unless an alternative timescale has been agreed between the Parties.
- 4.2.2. If the Company reaches any other resolution with the Customer to settle the complaint (a “Negotiated Settlement”), the Company must notify CEDR of this within the timescale set out at Rule 4.1.5. At the same time, the Company must provide CEDR with evidence of the offer



made to the Customer and evidence confirming that the Customer has accepted that offer in full and final settlement, and therefore closure, of their complaint. When CEDR receives evidence of the Negotiated Settlement from the Company, CEDR will close the complaint as resolved. If evidence of the Negotiated Settlement is not provided, the complaint will remain active. In order to fulfil the settlement, the Company must provide the Customer with all the agreed remedies within 20 working days of CEDR being notified of the Negotiated Settlement, unless an alternative timescale has been agreed between the Parties.

4.2.3. If the Customer considers that the Company has not fulfilled the Settlement in Full or Negotiated Settlement, the Customer must notify CEDR within 20 working days of the expiry of the relevant timescale (in exceptional circumstances, CEDR will allow such a notification outside of this timescale). When notifying CEDR of this, the Customer must detail which of the remedies have not been provided. Upon the Customer notifying CEDR that one or more remedies remain outstanding, CEDR will consider whether or not the settlement appears to have been fulfilled. If CEDR considers that the settlement does not appear to have been fulfilled, it will re-open the complaint and will give the Company five working days to either show that the remedies required under the settlement have been provided or to submit a written response to the Customer's complaint (in line with Rule 4.4). If the Company shows that the settlement has been fulfilled, the complaint will be closed as resolved. If the Company does not provide sufficient evidence showing that the settlement has been fulfilled, the complaint will proceed in line with Rule 4.4.

#### **4.3. Objections**

4.3.1. Within the timescale at Rule 4.1.5, the Company can object to the complaint being considered by CEDR to fall within the scope of the Scheme. For clarity, the Company can object if it considers the complaint to be partly or entirely outside the scope of the Scheme.

4.3.2. In making an objection, the Company must contact CEDR and specify one or more reasons under Rule 2.2 as to why part or all of the complaint falls outside the scope of the Scheme. The Company must show why part or all of the complaint falls outside the scope of the Scheme.





- 4.3.3. An adjudicator will consider the objection and decide whether or not they agree that the Company has shown that part or all of the complaint falls outside the scope of the Scheme.. This will be communicated to the Parties within two working days of the objection being received by CEDR.
- 4.3.4. When an objection is made, the timescale at Rule 4.1.5 will be put on hold until the outcome of the objection is communicated to the Parties by CEDR.
- 4.3.5. If an adjudicator does not agree the Company has shown that any part of the complaint falls outside the scope of the Scheme, the objection will be rejected. If the objection is rejected, the complaint will remain active and an additional two working days will be added to the remaining timeframe under Rule 4.1.5 for the Company to settle the complaint, to make a further objection or to submit a written response to CEDR. This time extension can be applied only once, and no time extensions will be given to any subsequent rejected objections. If an adjudicator is subsequently appointed to make a decision on the complaint, all details of the objection will be given to that adjudicator.
- 4.3.6. If an adjudicator agrees that the Company has shown that part or all of the complaint falls outside the scope of the Scheme, the objection will be upheld. If the objection is upheld, the Customer will be given 10 working days to provide reasons and/or further evidence as to why the complaint falls within the scope of the Scheme. An adjudicator will then consider whether or not to reject the objection based on the Customer's reasons and/or further evidence. This will be communicated to the Parties within two working days. At this point, it is the Customer that must show why part or all of the complaint falls within the scope of the Scheme.
- 4.3.7. If an adjudicator agrees that the Customer has shown that part or all of the complaint falls within the scope of the Scheme, the objection will be rejected and the timeframe under Rule 4.1.5 will be restarted for the Company to settle the complaint, to make a further objection or to submit a written response to CEDR.
- 4.3.8. If the Customer does not provide reasons and/or further evidence to CEDR within 10 working days of the objection being upheld, or an adjudicator does not agree that the Customer's reasons and/or further evidence show that part or all of the complaint falls within the scope of the Scheme, the complaint will be withdrawn from the Scheme.



#### **4.4. The Response**

- 4.4.1. When CEDR receives the Company's response, a copy of it will be sent to the Customer.
- 4.4.2. If the Company does not submit a response to CEDR within the timeframe set out in Rule 4.1.5, the Adjudicator will have the power to make a decision considering only the information provided by the Customer as set out in Rule 5.2.3.
- 4.4.3. The Customer has five working days from the date on which the response is sent to them to provide any comments on the response that they see fit. The Customer does not have to provide comments on the response. If the Customer does provide comments on the response, those comments can only relate to points raised in the response and must not introduce any new matters. Any new matters put forward by the Customer at this stage will not be taken into account by the Adjudicator when making their decision.
- 4.4.4. If the Customer makes any comments on the response, CEDR will send a copy of those comments to the Company for their information only.
- 4.4.5. Any further comments, information and/or evidence received from the Parties after this point will be sent to the Adjudicator. However, the Adjudicator will have the power to decide whether or not to take some or all of the comments, information and/or evidence into account (as set out in Rule 5.2.3). If the Adjudicator decides to take such further comments, information and/or evidence into account, these will be shared with the other party for their information only.

#### **4.5. The Decision**

- 4.5.1. The Adjudicator appointed under these Rules will prepare a written conclusion to the dispute alongside reasons for that conclusion ("the Decision") by considering the information received from the Parties, any relevant laws, regulations and contracts, any applicable guidance and any other relevant information. The Decision will generally be issued within 30 working days of the Application being initially assessed as falling within the scope of the Scheme in line with Rule 4.1.1.



- 4.5.2. Once CEDR receives the Decision from the Adjudicator, it will be sent to the Parties simultaneously.
- 4.5.3. The Customer has 20 working days from the date on which the Decision is sent to them to notify CEDR whether they accept the Decision in full or reject it. Decisions cannot be accepted in part.
- 4.5.4. If, during the time period set out at Rule 4.5.5, the Customer notifies CEDR that they accept the Decision in full, the Decision will become binding on the Parties. CEDR will notify the Company of this.
- 4.5.5. If, during the time period set out at Rule 4.5.5, the Customer notifies CEDR that they reject the Decision or do not accept the Decision in full, or the Customer does not contact CEDR, the Decision will not be binding on either of the Parties. CEDR will notify the Company of this.
- 4.5.6. The Decision cannot be accepted once the time period set out at Rule 4.5.5 has expired.
- 4.5.7. Adjudicators' decisions are final. They cannot be reviewed or appealed under any circumstances.

#### **4.6. Compliance with the Decision**

- 4.6.1. If the Decision directs the Company to take any of the actions set out at Rule 5.4, and the Customer accepts the Decision in full, the Company must comply with the Decision by completing the necessary action(s) within 20 working days from the date on which CEDR notifies the Company of the Customer's acceptance of the Decision.
- 4.6.2. If the Company is, for any reason, unable to comply with the Decision within the timescale at Rule 4.6.1, the Company must notify CEDR why this is before the timescale expires. At the same time, the Company must provide a substitute date by which it will comply with the Decision.
- 4.6.3. If the Customer considers that the Company has not complied with the Decision within the timescale set out at Rule 4.6.1, or any substitute timescale under Rule 4.6.2, the Customer must notify CEDR. When notifying CEDR of this, the Customer must detail which of the remedies have not been provided. Upon the Customer notifying CEDR that one or more remedies remain outstanding, CEDR will consider whether or not the Decision appears to



have been complied with. If CEDR considers that the Decision appears to have been complied with, the complaint will be closed as resolved. If CEDR considers that the Decision does not appear to have been complied with, CEDR will contact the Company to request that it complies within five working days.

- 4.6.4. In the event that the Company does not respond or does not comply with the Decision within five working days, the matter will be escalated to a senior member of staff at the Company.
- 4.6.5. In the event that a dispute arises between the Parties regarding compliance at any point, the Adjudicator will determine whether the Company has complied with the Decision.
- 4.6.6. In the event that non-compliance with the Decision continues, appropriate action will be taken by CEDR. This may include suspension or termination of the Company's subscription to CEDR.
- 4.6.7. CEDR is unable to enforce compliance with adjudicators' decisions, nor is CEDR able to apply penalties or sanctions to the Company for non-compliance with an adjudicator's decision.

## **5. Powers of an adjudicator**

- 5.1. Adjudicators will be fair and unbiased throughout the Scheme process and will make decisions that are based on the information received from the Parties, any relevant laws, regulations and contracts, any applicable guidance and any other relevant information. Adjudicators will act as quickly and efficiently as possible, considering complaints in a fair and reasonable way.
- 5.2. An adjudicator has the power to do any of the following:
  - 5.2.1. Change any of the time limits set out in these Rules;
  - 5.2.2. Request further comments and/or evidence from the Parties, and set time limits within which the Parties must provide such comments and/or evidence;
  - 5.2.3. Proceed with the Scheme process if either of the Parties do not keep to these Rules, or any instruction or direction made under these Rules;
  - 5.2.4. Consult any evidence not provided by either of the Parties, which the Adjudicator considers to be necessary to make a decision. If this power is used, the Parties must be given an



opportunity to provide comments on this evidence (NB. This power does not apply to evidence that the Parties ought reasonably to be aware of or have access to; the law, any legal or regulatory requirements; and, any other published industry guidance);

- 5.2.5. Take into account any evidence provided by either of the Parties that the Adjudicator thinks is relevant to matters already raised in the complaint. If this power is used, the party that did not provide the evidence must be given an opportunity to comment on it;
- 5.2.6. Withdraw a complaint from the Scheme if, in their opinion, the entirety of the complaint falls outside the scope of the Scheme (this decision cannot be appealed);
- 5.2.7. Close a complaint as resolved if the Parties settle their complaint before the Decision is made;
- 5.2.8. Determine whether or not the Company has fulfilled a settlement, in the event that a dispute arises between the Parties regarding fulfilment;
- 5.2.9. Determine whether or not the Company has complied with the Decision, in the event that a dispute arises between the Parties regarding compliance.

5.3. Neither of the Parties can challenge an adjudicator's use or non-use of the powers set out in Rule 5.2.

5.4. If the Adjudicator finds that the Customer's complaint succeeds in full or in part, they can direct the Company to:

- 5.4.1. Provide the Customer with a written apology (NB. the Adjudicator cannot direct an apology from a specific individual or team);
- 5.4.2. Provide the Customer with one or more of the Company's available products and/or services;
- 5.4.3. Take an action that they consider the Company can reasonably carry out;
- 5.4.4. Pay the Customer a sum of compensation (this sum will not exceed the total purchase price of the service(s), inclusive of VAT (if any)) (this sum includes any claims for compensation, refunds, credits and/or waivers);

NB.

- The remedies directed by the Adjudicator must only affect and/or apply to the Customer.



- The Adjudicator will not be able to direct the Company to take an action that affects its commercial practices and/or commercial decisions.

5.5. The Adjudicator may award less than has been previously offered to the Customer by the Company. In exceptional circumstances, the Adjudicator may award more than has been requested by the Customer.

5.6. If the Adjudicator finds that the Customer's complaint does not succeed, they will not direct the Company to take any of the actions set out at Rule 5.4.

## **6. Costs**

6.1. The use of the Scheme is free of charge to the Customer. The Company is therefore responsible for paying CEDR its fees. The Company cannot take legal action against the Customer to recover fees paid to CEDR.

6.2. Neither of the Parties needs to use legal representation, although either can do so if they wish.

6.3. The Parties must pay their own costs of taking part in the Scheme process.

6.4. If either of the Parties incurs costs through the use of legal representation and/or in taking part in the Scheme process, the Parties agree not to claim the costs of doing so from each other, whether through the Scheme or through legal action.

## **7. Confidentiality and data sharing**

7.1. Neither of the Parties will give details of the Adjudication or the Decision to any person or organisation not directly involved in the Adjudication, unless:

- 7.1.1. it is necessary in order to enforce the Decision;



- 7.1.2. it is necessary in order to seek advice on pursuing the complaint in an alternative forum;
- 7.1.3. it is necessary in order to seek redress from an alternative forum; or
- 7.1.4. CEDR gives its express written consent for such details to be shared.

7.2. By using the Scheme, the Parties agree that CEDR may gather, retain and publish statistics and other information in relation to complaints, whilst preserving the anonymity of the Parties.

7.3. The General Data Protection Regulation (GDPR) applies to the Scheme, and all data provided to CEDR in relation to complaints may be shared with the Company by CEDR or the Customer, including all personal data.

7.4. By using the Scheme, the Customer gives consent for any relevant personal data held by the Company to be shared with CEDR and the Adjudicator for the purposes of the Scheme process and the Adjudication.

## **8. Other rules**

8.1. CEDR will appoint a substitute adjudicator if the Adjudicator originally appointed is unable to deal with the complaint for any reason. CEDR will inform the Parties if such an appointment is made.

8.2. With the exception of amending a decision following any minor error and/or providing clarification on a specific point in a decision, neither CEDR nor an adjudicator will enter into correspondence relating to any decision.

8.3. If either of the Parties has a complaint about the quality of customer service provided by CEDR, the complaint should be made through the published complaints procedure, copies of which are available on the CEDR website (The complaints procedure cannot be used to challenge the content or outcome of an adjudicator's decision, the decision process adopted by an adjudicator, or the content of these Rules).



- 8.4. If either of the Parties sends physical documents and/or evidence to CEDR, copies will be made and the physical documents and/or evidence will be immediately and securely destroyed, unless the party requests their return (this request must be made at the same time as the physical documents and/or evidence are sent to CEDR). CEDR does not keep any physical documents and/or evidence on its premises.
- 8.5. Any reference in these Rules to 'working days' excludes Saturdays, Sundays and public holidays (i.e. bank holidays) celebrated in England and Wales. Any reference in these Rules to a specified time of day refers to United Kingdom local time.
- 8.6. The Scheme, including these Rules, may be updated from time to time. The Rules in force on the date CEDR receives the Customer's application to use the Scheme will apply to the complaint.

