

**Communications and Internet Services Adjudication Scheme  
(CISAS): Independent Complaint Reviewer Report  
July - December 2022.**

**1. Introduction**

This is my twelfth report on CISAS - which deals with complaints about communications providers who are Scheme members. It covers 1 July to 31 December 2022.

**2. My Role**

I am an independent consultant. I am not based at CEDR, nor am I part of that organisation. There are two aspects to my role.

Firstly, I can review complaints about certain aspects of CISAS' standard of customer service. This happens when a user of the Scheme complains and, having been through CEDR's complaints procedure, remains dissatisfied with the outcome. I may also make recommendations based on my findings.

Under my terms of reference<sup>1</sup> and the Scheme's rules<sup>2</sup> I can consider complaints about CISAS' and/or CEDR's quality of service in respect of alleged administrative errors, delays, staff rudeness or other such service matters. I cannot consider the merits or otherwise of decisions made by CEDR's adjudicators; nor can I investigate or comment on the substance or outcomes of applications made by claimants. Other than referring to them as appropriate in the context of casework, I cannot comment on the Scheme's rules.

The second aspect of my role is to review complaints about the Scheme as a whole and produce reports every six months. These are based on my examination and analysis of all or some of the service complaints CISAS handles as I see fit, together with any cases that I've reviewed.

**3. CEDR's Complaints Procedure**

CEDR's complaints procedure<sup>3</sup> explains its scope along with the two internal stages of review that take place before, if necessary, a complaint is referred to me.

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<sup>1</sup> <https://www.cedr.com/wp-content/uploads/2021/10/IR-Terms-of-Reference-v2.5.pdf>

<sup>2</sup> <https://www.cedr.com/wp-content/uploads/2022/08/CISAS-Rules-Updated-Aug-22.pdf>

<sup>3</sup> <https://www.cedr.com/wp-content/uploads/2022/07/CEDR-Complaints-Procedure-July-22.pdf>

The procedure is articulated clearly, with timescales and information about what can be expected. In brief, if after the Stage 1 response to a complaint customers remain dissatisfied they can ask for escalation to Stage 2 and a senior manager will review the matter. If this doesn't resolve the complaint, it can be referred to me for independent review.

#### **4. This Report**

CEDR received 39 complaints about CISAS in this reporting period, seven of which were in the pipeline for a Stage 1 response at the time of my review. I therefore examined 32 cases (an 82% sample).

No cases were escalated to Stage 2 of CEDR's complaints process.

Four complaints, all of which started before 1 July, were escalated to me during this reporting period.

#### **5. My Findings**

##### **(a) Quantitative**

Complaint volumes increased by 11% compared to the preceding six months (from 35 to 39).

Complaints about non-compliance with awards increased.

Classification errors remained low.

CISAS handled 7,242 claims - 7.6% more than in the previous six months. Of those 35% (2549) received a final decision from an adjudicator (seven percentage points more than last time). The other 65% either fell outside of the Scheme's scope, or were settled without progressing to adjudication. These figures suggest CISAS is adjudicating more cases (respective proportions during the whole of 2021 were 26% and 74%).

Of the 2549 adjudicated claims 3.7% (95) succeeded in full; 67.6% (1722) succeeded in part; and 28.7% (732) failed. This is in line with the norm.

Out of the 7242 claims handled by the Scheme CEDR received 39 complaints. This represents approximately 0.5%, the same as the last reporting period.

I do not review adjudications or decisions, and include these data only to provide context to the overall complaints picture.

Table 1 below gives a classification breakdown of the 32 complaints that had completed the procedure:

Table 1: Acceptance/non acceptance of complaints

In Scope	Partly in Scope	Out of Scope	Total
4	12	16	32

I found two misclassifications in respect of scope, representing a 6% error rate. These were record keeping matters only and didn't affect complaint outcomes. CEDR have amended their records and the table above shows the correct position.

Table 2 below gives a breakdown by outcome at Stage 1 of the complaints procedure for those cases that were in scope and partly in scope:

Table 2: Stage 1 outcomes of fully and partly upheld complaints

Upheld	Partly Upheld	Not Upheld	Total
1	8	7	16

I found no classification errors in respect of case outcomes.

Tables 1 and 2 show that CEDR accepted 50% of complaints as in scope or partly in scope; and that 56% of those were fully or partly upheld. The respective figures for the previous six months were 61% and 35% - suggesting that whilst CEDR accepted fewer complaints they upheld a greater proportion. This reverses the recent trend, where more complaints were in scope but CEDR upheld fewer.

At 0.5% the proportion of claims generating a complaint remains consistently low. From a quantitative perspective I therefore have no concerns about CEDR's complaint handling performance in respect of the Scheme

## **(b) Qualitative**

### **(i) Timescales**

My analysis takes account of the 32 cases that had completed CEDR's complaint procedure at the time of my review.

CEDR acknowledged 87.5% of complaints within one working day (up 5.5 percentage points on the previous six months) and 100% within their two working day target.

CEDR's average response time for Stage 1 reviews was 23 working days, with 94% completed within 30 working days. Respective results for the previous six months were 24.2 working days and 93% so it's a pretty consistent picture.

Two cases exceeded CEDR's 30 working day target for Stage 1 reviews. One was only one day late; the other was seven days overdue and CEDR made a goodwill payment for having kept the customer waiting. The range was eight to 37 working days.

The average time to complete the four Stage 3 reviews was 19.5 working days, with a range of 15 to 23.

## **(ii) Casework and Outcomes**

Non-compliance complaints featured in nine cases (28%), reversing the downturn of the previous six months (five cases representing 17%). Five of the nine cases involved the same communications provider. However, given a recent change in CISAS' membership I'm expecting these complaints to reduce so we'll see how things look at my next review.

Most complaints about CISAS were to do with general service standards, however I noticed three themes:-

- Episodes of perceived staff rudeness or poor attitude increased.
- Complaints of messages being ignored increased.
- There were a number of complaints/criticisms about CISAS' on-line case management system.

CEDR's replies to customers included excellent complaint summaries and were mostly of a good standard. I found four typographical errors, but they were minor. I felt that some of the partly in scope complaints could have been better handled. (The case summaries give details.)

CEDR offered compensation in 11 cases, ranging from £15.00 to £500.00. I found these to be proportionate and fair.

### *In Scope – four Complaints*

CEDR fully upheld one case and partly upheld two.

The fully upheld case arose as a result of CEDR picking up the matter via their customer service survey (so it did not follow the formal complaints procedure). In a nutshell, CISAS did not provide the customer with the additional support she needed, so a senior manager wrote to her to apologise; to outline some internal actions regarding CEDR's Reasonable Adjustments policy; and to offer £500.00 compensation. In my view this was an impressive proactive intervention by CEDR, for which I commend them.

One partly upheld case resulted in a £30.00 compensation offer as CISAS had failed to make a promised call back to the customer. Otherwise, the customer's complaints of various administrative errors were not substantiated thus CEDR did not uphold them. (At the time of my review the customer was considering escalation to Stage 2.)

The other partly upheld case concerned the customer missing a deadline in respect of his claim. CEDR established that notification of the deadline had taken place via the on-line case management system but that CISAS had failed to respond to a separate query about non-compliance. This was resolved, and CEDR offered the customer £25.00 compensation.

CEDR did not uphold one complaint, where the customer felt that CISAS had closed his claim too soon without notifying him. This proved not to be the case – it seems that the customer was expecting CISAS to place his claim “on hold” indefinitely while he sought further evidence to supplement that which he'd already submitted. CEDR explained that this isn't how the Scheme works; they also noted that the customer had rejected the adjudication decision so could not resubmit the same case.

### *Partly In Scope – 12 Complaints*

CEDR partly upheld six complaints.

One customer had problems with the on-line system; complained that numerous calls were not returned; that timescales weren't clear; and that staff were condescending. He asked for contact not to be made via email as he had difficulty reading and writing. CEDR appear to have ignored this and continued to send emails, which in my view were quite abrupt, before issuing the Stage 1 response. This found various customer service failings, and offered £90.00 compensation.

It was however established that CISAS had given advice about the on-line system and that the customer did not keep an appointment to give his complaint details over the phone (which was subsequently rescheduled).

CEDR reviewed some calls and found that they were explanatory, offered the customer solutions and were not condescending. The customer said that CISAS had agreed he'd be given telephone updates on his claim. The Stage 1 reviewer denied this, but did not listen to the call that the customer cited as relevant.

The customer contacted CEDR to say he didn't fully understand the Stage 1 response and could they call him. This request was repeatedly refused and there was an exchange of emails particularly focussing on CISAS' agreement to update the customer on his claim by telephone. Only after a number of emails from the customer did a senior manager listen to the call in question and discover that CISAS did indeed give such a commitment. CEDR then said that this was incorrect advice and offered an additional £10.00 compensation for the error. In my view this was inadequate given the inconvenience caused; and the fact that were it not for the customer's persistence CEDR would probably never have listened to the call in question.

The customer was glad that his point had finally been recognised, and asked one further question about getting his refund from his communications provider. As far as I can see, CEDR did not respond to this query.

Overall, I felt this case could have been better handled. CEDR did not listen to all the calls as part of the Stage 1 review – crucially omitting one that was central to the complaint; and in my opinion the tone of some of their emails could have been more customer friendly.

On the second case the customer lodged a complaint about the adjudication (which was out of scope). A few days later she submitted a second complaint about alleged administrative errors; incorrect advice from CISAS; unhelpful staff; failure to return a call; and problems with the on-line system (all in scope). CEDR told the customer they would treat all the matters raised as one complaint.

The Stage 1 response incorrectly said the case was out of scope and did not deal with any of the service issues the customer had raised. I found the explanation a bit confusing but, on re-reading, it seemed to say that the second complaint would have to be sent to a different email address and apologised if the customer had been told otherwise, offering £15.00 compensation.

I fail to see why CEDR didn't respond to the entirety of complaint, given that's what they'd said they would do and all the information was available. The customer appears to have given up, as there was no further contact. CEDR could have handled this case better in my opinion.

In the third case the customer said CISAS had made multiple errors – including not responding to messages and failing to call back as promised. CEDR gave a good explanation in respect of various points relating to the adjudication process; and established that Reasonable Adjustments had been made in the form of extended timescales and a different contact method. However, CEDR acknowledged that calls with a staff member were below standard and that there had been confusion regarding the date of a call back. CEDR offered £100.00 compensation, which I felt was fair – although they increased this to £125.00 which the customer, whilst hoping for more, accepted.

The fourth case was mostly about the adjudication, but also alleged that messages went unanswered. The review found that these were between the customer and the communications provider, with only one delayed response from CISAS. CEDR offered £15.00 compensation, which was reasonable in my opinion as there was no material impact on the administration of the claim.

On the next case, the customer mentioned that the on-line complaint form kept deleting entries and he was unable to use it. CEDR failed to respond to this point. The complaint itself related to the timeframe in which the customer thought he could submit comments on his claim (he thought it was 10 days when it was five). The customer said he'd not been notified of any timescale.

CEDR's Stage 1 response explained that the deadlines are shown on the on-line case management system, but not on the auto-generated emails advising customers when there's been an action on the file. (CEDR noted the feedback and said they will consider it when developing the system.) They also said that the Scheme rules outlined the timeframes and that as such the customer should have been aware of them. Whilst it's true that when submitting a complaint customers have to indicate that they've read and understood the rules, I'd challenge any consumer to recall all the timeframes once the process is underway. I'm therefore glad that CEDR are considering the feedback from this case, and I'll follow this up with them.

CEDR found a file note of a call where the customer was advised of the correct timeframe – but the call itself “dropped out” and there’s no recording. The customer disputed that he should have known the timeframe was five days and quoted a message from CISAS that stated he had 10 days. Unfortunately, CEDR’s Stage 1 response failed to answer this point. They did however recognise that the customer had been inconvenienced and offered £35.00 compensation.

The sixth complaint that was partly upheld was a case of failure to respond to a message. CEDR were honest in stating they didn’t know how the message got overlooked, and offered £30.00 compensation.

A couple of the six complaints that CEDR didn’t uphold caught my eye. One customer said that he’d been advised that he could retract his acceptance of the adjudication decision. (This isn’t allowable.) There was clearly some confusion, but CEDR reviewed the relevant call and established this wasn’t what the customer was told. I was therefore surprised that the Stage 1 reviewer agreed that the customer could retract his acceptance if he wished (but would forfeit the remedy awarded.) I could see no grounds for this outcome, which to my mind risked undermining a key rule of the Scheme. (At the time of writing, the customer was considering escalation to Stage 2 but had not stated what he felt was outstanding or what outcome he was seeking.)

In one case CEDR paid an adjudication award direct to the customer as there had been difficulties with compliance. This is a customer centric approach, not without precedent in exceptional circumstances (and I’m aware that CEDR claim the money back from the communications provider). What surprised me in this case, and what I’ve not come across before, is that CEDR also offered £30.00 compensation “for the delays you experienced from [the communications provider]”. Again, this is very customer focussed of CEDR but I’d be wary of compensating customers for the failings of CISAS member companies.

The remaining four cases that were not upheld were pretty straightforward, and the replies were generally good. Where there were accusations of poorly handled calls CEDR reviewed the recordings and satisfied themselves otherwise; administration complaints were examined and explanations given; and where there were complaints about not being kept informed CEDR were able to demonstrate that customers had been active on the on-line system and had accessed relevant details. I’m satisfied that CEDR were right to not uphold these complaints.



## *Out of Scope – 16 Complaints*

All 16 cases were clearly out of scope and I found nothing remarkable when I reviewed them. The complaints were exclusively about the outcome of a claim, the adjudication process, or the adjudicator. CEDR explained clearly why the complaints were out of scope.

One response took seven working days longer than the prescribed timescale and CEDR paid the customer £30.00 compensation in view of the delay.

### **(iii) Stage 3 Reviews**

A common feature of all four reviews was the enormity of complainants' submissions.

The first involved two cases (one of which was about non-compliance with an award) and contained several broad complaints about CEDR's staff – including allegations of bias; poor customer service; failing to answer queries; and not making Reasonable Adjustments (RA).

The customer asked me to review nine specific points, some of which were out of scope. I did however find that CEDR had failed to respond to a call-back request; hadn't responded to the customer's initial attempt to lodge a complaint; and had sent an inappropriate "standard" email when the customer submitted his complaint.

Otherwise, I felt that CEDR's Stage 1 and 2 reviews were reasonable; and I was satisfied CISAS had both followed their procedures correctly and acted fairly. In terms of the RA complaint, I found no evidence of the customer ever requesting an adjustment.

I partly upheld the complaint and awarded £150.00 compensation for the customer service errors, in addition to £30.00 already offered by CEDR for a delay in processing the non-compliance issue.

The second complaint stretched back to 2019. As well as a raft of customer service and procedural issues, the customer complained about CEDR's handling of a Subject Access Request (SAR). There was an enormous amount of material to review, and the length and repetition of the customer's emails made it difficult to follow – he often left gaps of several months before complaining about a response he'd received from CEDR. I give them credit for sticking with it and accepting the complaint even though it was well outside the time limit.

Given that the customer had raised about 60 points by the time the case reached me, and that my reply ran to 20 pages, I am not going to attempt a summary here. To a large degree the customer simply didn't like CEDR's operating process, and a fair number of issues fell outside the scope of the complaints procedure. When all was said and done, I found that despite a number of customer service failings along the way CEDR responded reasonably well overall to the customer's many complaints made over a long period. However, I partly upheld the complaint due to the various customer service errors and recommended that CEDR pay the customer £150.00 compensation, in addition to the £100.00 they had already offered.

The third complaint involved two cases, although there were a further four in the customer's name and he'd conflated all six to some degree.

The customer raised seven issues, most of which concerned the adjudicator's decision so were out of scope. He also complained about the review process, and that CISAS hadn't given him details about how to raise a new case.

I found that CEDR had got in a muddle over which elements of the complaint were in and out of scope. This did not affect the outcome as they still dealt with the relevant matters, but it took a while to resolve and it led to some confusion. However, I found that CISAS had given the customer information about raising a new case – but that he chose not to act on it.

In terms of the complaint about the review process, the customer felt that the senior manager who conducted the review wasn't fit to do so as he'd been involved with the case previously. This wasn't true. The manager had some minor involvement in one of the four cases that wasn't the subject of this particular complaint, and I was satisfied that his Stage 2 review was fair and objective.

I partly upheld the complaint as I found some minor customer service errors (for example, a slight lack of clarity and the failure to cover a point at stage 1). I recommended CEDR offer the customer £75.00 compensation for what I felt to be a less than comprehensive Stage 1 response in addition to £75.00 offered by CEDR for the confusion over what parts of the complaint were in scope.

The fourth complaint involved CISAS' role in terms of asking a communications provider to pause debt collection activity while a claim awaited the adjudication decision. The customer raised some 34 points by the time the complaint was escalated to me, but they boiled down to customer service and accuracy of advice. The customer also made some serious allegations about CEDR's staff.

As part of my review, I listened to a number of calls that CISAS had with the customer. I did not agree with the customer's view that staff had been rude and dishonest – but CEDR had clearly given him incorrect information more than once. I also found that CEDR's Stage 1 and 2 reviews overlooked some points. However, CEDR freely acknowledged that they'd let the customer down in terms of customer service and they offered him £200.00 compensation. In my view this was very reasonable.

It would take too long to unpick the detail of the case here. In short, I found that CEDR had made customer service errors and had offered compensation accordingly; but that the customer's allegations of dishonesty and unethical behaviour were groundless. I did not uphold the substantive complaint(s) but awarded a further £30.00 compensation for a minor oversight in the Stage 2 review. I also made three general recommendations for CEDR to consider (regarding process and staff training).

## **5. General Observations**

I have five general observations.

- (a) Non-compliance complaints increased, but as membership of the Scheme has changed I'd anticipate a reduction going forward. I will however continue to monitor this area.
- (b) Complaints about staff rudeness/attitude and messages being ignored increased – although these were not always upheld.
- (c) With the caveat that the numbers are small, I felt that a few of CEDR's Stage 1 responses were not quite up to the usual standard.
- (d) More customers mentioned having difficulties with CISAS' on-line case management system. I'd picked up early signs of this in my last report, but it's more prevalent.

(e) Ordinarily I'd make recommendations in respect of (b), (c) and (d) above. However, I'm aware that during this reporting period CEDR experienced unexpected staff absence which they had to absorb; and that they are in the process of overhauling their customer service and complaints set up, including system issues. I therefore see no value in making recommendations at this point, but I would expect to see the areas I've highlighted improve by the time of my next review.

## **6. Follow up on previous recommendations**

I made no recommendations in my last report.

## **7. Conclusion**

Complaints as a proportion of claims remain very low at 0.5%.

Non-compliance complaints increased, but should fall during the next reporting period.

Acknowledgement and Stage 1 response times were very good at 100% and 94% within target respectively.

Complaints about staff attitude and failure to respond to messages were more noticeable, as were instances of customers struggling with CISAS' on-line case management system. CEDR are aware of these matters and are currently reviewing their operations.

A few Stage 1 responses could have been better in my opinion, but the majority were of a generally good standard and included excellent summaries of customers' complaints.

## **8. Recommendations**

I have no recommendations.

## **Acknowledgements**

I conducted my review remotely, but as usual had open and unrestricted access to the systems and records that I needed. I'm grateful to CEDR for facilitating this – and I had carte blanche in respect of conducting this audit as I saw fit.

I'm grateful for CEDR's assistance with my queries as I conducted this review. I appreciate in particular the responses from the Head of Consumer Services and the Complaints Manager to my various enquiries.

A handwritten signature in black ink, appearing to read 'CA Holland'.

Chris Holland  
Independent Complaint Reviewer  
16 January 2023