

# Independent Arbitration Service Consumer Code for Registered Installers

## Summary of Service Rules

This Summary has been created to provide a quick reference guide for users of the Service. It summarises the key rules in respect of the process and the scope of the Service, giving a simple overview of the core principles.

However, whilst this Summary is based upon the Service Rules, it is intended to act as guidance only. It is the Service Rules that apply to cases. In the event of a conflict of information between the Service Rules and this Summary, the Service Rules will prevail.

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### 1. Introduction

- The Service provides an independent way of resolving disputes between a Registered Installer and its Customer in relation to a valid guarantee issued by CIGA or the IAA (the Guarantee). This is done by way of an arbitration process.

- To use the Service, the Customer must not have been able to settle their complaint within 41 working days from first complaining to the Registered Installer (unless the complaint has reached Deadlock), and the following criteria are met:
  - the complaint was made within the time period relevant to the product being complained about;
  - the complaint was escalated to CIGA or the IAA; and
  - CIGA or the IAA has provided the Customer with a Referral Notice.

## 2. What the Service covers

- The Service can be used to resolve complaints between a Customer and a Registered Installer when all the following apply:
  - the complaint is about the property for which the Guarantee has been issued;
  - the complaint is about installations of the following products: cavity wall insulation; loft insulation; room in roof insulation; underfloor insulation; flat roof insulation; external solid wall insulation; internal solid wall insulation; hybrid solid wall insulation; heating controls; solar PV (photovoltaic); solar thermal; air source heat pumps; ground source heat pumps; battery storage; boilers; electric storage heaters; draughtproofing; and
  - the installation complained about has not been disturbed before CIGA or the IAA's investigation.
- The Service cannot consider complaints, or parts of complaints, which fall into one or more of the following categories:
  - applications made by someone who is not a 'Customer';
  - applications made against a company that is not a 'Registered Installer';
  - complaints where the Customer has not met the requirements in Rule 1.4 in relation to attempting to resolve their complaint;
  - applications received more than 12 months from the date on which the Customer received the Referral Notice;
  - complaints about something the Service does not cover;
  - applications where the remedies asked for exceed the maximum set out in the Guarantee;
  - complaints that are more appropriately dealt with by a court, regulatory body, or other formal process;
  - complaints that CEDR thinks are frivolous and/or vexatious;
  - complaints that are the subject of either:

- an existing, on-going application; or
- a previous valid application that reached resolution;
- complaints that have been, or are, the subject of court proceedings or an alternative independent procedure for the determination of disputes;
- complaints about the fairness of the Registered Installer's general commercial practices and/or commercial decisions;
- complaints about:
  - loss that is outside the scope of the Guarantee (such as soft furnishings, clothing, carpets and curtains);
  - fraud or other criminal matters;
  - data protection;
  - personal injury;
  - discrimination;
- complaints that have been agreed by the Parties to be settled;
- where the details of the complaint in the application differ from the details that were provided by the Customer when they were complaining to the Registered Installer;
- applications where the Customer has not requested any valid remedies;
- complaints that would seriously impair the effective operation of CEDR.

### 3. Applying to use the Service

- The Customer must send CEDR a completed application form alongside their Referral Notice from CIGA or the IAA and the appropriate registration fee.
- In their application, the Customer can request:
  - an apology;
  - specified works to be completed (the value of these works cannot exceed the maximum set out in the Guarantee);
  - a payment of no more than £100.00 for any distress and/or inconvenience suffered as a result of the customer service provided when the Registered Installer was handling their complaint.
- Their application should give details of:
  - the service provided by the Customer that the complaint is about;
  - the background to the complaint;
  - the precise issues that are in dispute;
  - the steps already taken to attempt to reach a resolution with the Registered Installer;
  - the reasons for requesting the remedy or remedies asked for; and

- the reasons for the amount of any money requested, including any amount requested for distress and/or inconvenience.

#### 4. The Arbitration process

##### ➤ The Application

- CEDR will make an initial assessment within 15 working days as to whether or not an application meets the requirements of the Service.
- Once accepted, the Registered Installer has 15 working days to take one of the following actions:
  - tell CEDR that one or more remedies, or an aspect of those remedies, requested cannot be directed by an arbitrator (initiating a “Remedy Review”); or
  - settle the complaint; or
  - object to the complaint being considered as its outside the scope of the Service; or
  - submit its response to the complaint.

##### ➤ Remedy Review

- To make a Remedy Review request, the Registered Installer must contact CEDR and explain why one or more remedies cannot be directed by an arbitrator.
- An arbitrator will decide whether or not they agree that one or more remedies cannot be directed.
- If an arbitrator does not agree that one or more remedies requested cannot be directed by an arbitrator, the complaint will continue.
- If an arbitrator agrees that one or more remedies cannot be directed by an arbitrator, CEDR will tell the Customer. The Customer will be given 10 working days to change their requested remedies if they wish to.

##### ➤ Settlements

- If the Registered Installer agrees to give the Customer all the remedies requested, the Registered Installer must tell CEDR – this is a “Settlement in Full”.
- When CEDR receives notification that a Settlement in Full has been reached, CEDR will close the complaint. The Registered Installer must provide the Customer with all these remedies within 20 working days.
- If the Customer believes that the settlement offered by the Registered Installer is not a Settlement in Full, the Customer must tell CEDR within 20 working days of the closure of the complaint. CEDR will then consider whether or not a Settlement in Full has been offered. If CEDR thinks that a Settlement in Full has been offered, the complaint will remain closed. If CEDR thinks that the

settlement offered is not a Settlement in Full, the timeframe will be restarted for the Registered Installer to respond.

- If the Registered Installer reaches any other resolution with the Customer this is a “Negotiated Settlement”. When CEDR receives evidence of the Negotiated Settlement, CEDR will close the complaint. The Registered Installer must provide the Customer with all the agreed remedies within 20 working days.
- If the Customer feels that the Registered Installer has not fulfilled the Settlement in Full or Negotiated Settlement, they must tell CEDR. CEDR will then consider whether or not the settlement has been fulfilled. If CEDR thinks that the settlement has been fulfilled, the complaint will remain closed. If CEDR thinks that the settlement has not been fulfilled, it will re-open the complaint and give the Registered Installer five working days to either:
  - show that the remedies have been given; or
  - to object to the complaint being considered; or
  - to submit a response to the complaint
- If the Registered Installer provides evidence showing that the settlement has been fulfilled, the complaint will be closed.

#### ➤ **Objections**

- The Registered Installer can object to the complaint being within the scope of the Service.
- An arbitrator will decide whether or not they agree that the Registered Installer has shown that part or all of the complaint falls outside the scope of the Service.
- If an arbitrator does not agree that the Registered Installer has shown that any part of the complaint falls outside the scope of the Service, the objection will be rejected and the complaint will remain active.
- If an arbitrator agrees that the Registered Installer has shown that part or all of the complaint falls outside the scope of the Service, 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 part or all of the complaint falls within the scope of the Service. An arbitrator will then consider this and make a final decision if the complaint can continue or not.
- The decision to withdraw the complaint from the Service is final and cannot be reviewed or appealed.

#### ➤ **The Response**

- When CEDR receives the Response, a copy of it will be sent to the Customer.
- If the Registered Installer does not submit a Response, the arbitrator will have the power to make a decision considering only the information provided by the Customer.

- CEDR will then appoint the arbitrator to decide the outcome of the complaint.
- The Customer has 10 working days from the date on which the Response is sent to them to provide any comments. The Customer does not have to provide comments. If the Customer does provide comments, those comments can only relate to points raised in the Response and must not introduce any new matters.

#### ➤ **The Proposed and Final Awards**

- The arbitrator will produce a proposed written decision on the complaint (the Proposed Award). The Proposed Award will generally be issued within 20 working days of the arbitrator being appointed.
- The Parties have 10 working days to provide any comments on the Proposed Award. The Parties do not have to provide comments on the Proposed Award. If the Parties do provide comments on the Proposed Award, those comments can only relate to points raised in the complaint and must not introduce any new matters.
- Any comments on the Proposed Award will be forwarded to the arbitrator. The arbitrator has the power to make any amendments they consider appropriate to the Proposed Award before producing a written final decision on the complaint (the Final Award). The Final Award will generally be issued within five working days from when the comment stage has ended.
- The Final Award will be sent to the Parties simultaneously.
- Unless otherwise set out by the arbitrator, the Final Award must be complied with by all Parties within 20 working days of the Final Award being sent to the Parties.
- The Final Award is final, subject only to the Parties' rights under the Act to appeal the Final Award in the courts and the process set out at Rule 8.2.

#### ➤ **Compliance with the Final Award**

- If the Final Award directs the Parties to take any of the actions set out at Rule 5.4, the Parties must complete the necessary action(s) within 20 working days from the date the Final Award was sent to the Parties.
- If one of the Parties feels that the Final Award has not been complied with, they may tell CEDR and detail what aspect(s) of the Final Award has not been complied with. CEDR will then consider whether or not the Final Award appears to have been complied with. If CEDR thinks that the Final Award has been complied with, the complaint will be closed. If CEDR thinks that the Final Award has not been complied with, CEDR will request the Parties comply with the Final Award.
- If a dispute arises between the Parties about compliance, the arbitrator may (at their sole discretion) consider whether or not the Final Award has been complied with. If the arbitrator thinks that the Final Award has been complied with, the complaint will be closed. If the arbitrator

thinks that the Final Award has not been complied with, they will request the Parties comply with the Final Award.

- None of the steps taken (or not taken) under this rule, nor any views that CEDR and/or the Arbitrator express relating to compliance with the Final Award, will affect the Parties' rights under the provisions of the Act to enforce and/or appeal an award in the courts.

## 5. Powers of the arbitrator

- An arbitrator has the power to do any of the following:
  - change any of the process time limits;
  - request further comments and/or evidence from the Parties;
  - proceed with the Arbitration if the Parties do not keep to the Rules;
  - consult any relevant evidence not provided by either of the Parties;
  - take into account any evidence provided by either of the Parties that they consider relevant;
  - withdraw a complaint if the entirety of the complaint falls outside the scope of the Service;
  - close a complaint if the Parties settle it before the Award is made;
  - decide whether or not the Registered Installer has fulfilled a settlement;
  - decide whether or not the Parties have complied with the Award.
- If the arbitrator finds that the Customer's complaint succeeds in full or in part, they can direct:
  - that the Registered Installer provides the customer with an apology;
  - that the Registered Installer completes specified works (a monetary payment may not be awarded in relation to this; and, the value of the works will be capped at the maximum set out in the Guarantee);
  - that the Registered Installer pays the Customer a sum of money up to £100.00 for any distress and/or inconvenience suffered as a result of the customer service provided when the Registered Installer was handling their complaint (the arbitrator can only award this where a breach of the Guarantee is found and the remedies directed are more than what has previously been offered to the Customer by the Registered Installer);
  - that the Registered Installer reimburses the Customer's registration fee to the Customer;
  - that the Customer pays the Registered Installer any outstanding monetary amounts.

## 6. Costs

- The Parties must pay the following registration fees to CEDR in advance:
  - The Customer will pay £100.00 plus VAT;
  - The Registered Installer will pay £350.00 plus VAT.