

# CISAS Rules, 2019 Edition

These rules apply to application forms received by CISAS on or after 1 October 2019 and should be read in conjunction with the CISAS Guidance Notes for Customer found on the CISAS website.

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

## 1 General

- 1.1 CISAS (“the Scheme”) is administered by Centre for Effective Dispute Resolution (“CEDR”). CISAS provides an informal and independent way of adjudicating disputes between a subscribing company (“the company”) and their customers. A full list of subscribing companies is available at [www.cedr.com/consumer/cisas](http://www.cedr.com/consumer/cisas).
- 1.2 The scheme is free of charge to customers.
- 1.3 Decisions under the Scheme are taken by independent adjudicators appointed by CEDR to decide on the outcome of disputes dealt with under the Scheme. Decisions by adjudicators on eligible cases are only binding on the customer and the company when the customer accepts the decision. Acceptance by a customer must take place within 30 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.
- 1.5 A ‘customer’ is an individual, or business with no more than 10 employees, who receives communications services from the company. The definition of customer includes the following:
  - the persons to whom the network or service is or has been provided in the course of any business carried on as such by the company;
  - the persons who have requested such network or service from the company or for whom the company has attempted to provide such network or service.

- 1.6 If a customer wishes to nominate a representative to act on their behalf, the customer must provide signed authority on their application to the Scheme confirming that they agree to the representative acting on their behalf.
- 1.7 A customer can use the Scheme if they have not been able to settle a dispute with the company after eight weeks has elapsed since first complaining to the company or if the company has provided the customer with its final response in relation to the dispute.
- 1.8 An adjudicator appointed under these Rules will make a decision on the dispute by considering the information received from the customer and the company.
- 1.9 Any decision made by an adjudicator appointed under these Rules applies only to the specific dispute referred. Under no circumstances do decisions made by adjudicators set precedents.

## 2 Scope of the Scheme

- 2.1 The Scheme can be used to settle disputes between a customer and a company about:
  - 2.1.1 Bills;
  - 2.1.2 The quality of customer service received;
  - 2.1.3 Communication services provided to customers and any contracts or agreements made thereunder;
  - 2.1.4 Premium rate services, Pay TV services, On Demand services and disputes about mobile handsets (please note that these matters, with the exception of Pay TV services, can only be raised by individual (i.e. non-business) customers).
- 2.2 The Scheme cannot be used to settle disputes that fall into one or more of the following categories:
  - 2.2.1 Claims that are brought by someone who does not fall within the definition of a 'customer' under Rule 1.5 above;
  - 2.2.2 Claims that are made against a communications provider that does not subscribe to CISAS;
  - 2.2.3 Cases where the customer has not complained to the company at all, the

complaint is not considered to be ongoing, or where it has been less than eight weeks since the customer first complained to the company and the company has not provided the customer with its final position in relation to the dispute;

- 2.2.4 Cases where the customer's application to CISAS has been submitted more than twelve months from the date on which the company has given notice to the customer that it is unable to resolve the complaint (CISAS can extend this period in exceptional circumstances if both the customer and the company agree or if, in our opinion, the company has unreasonably delayed handling the complaint);
- 2.2.5 Claims that contain no aspect relating to the issues set out at Rule 2.1 above;
- 2.2.6 Claims made for a total sum exceeding £10,000.00 (inclusive of VAT (if any)) (this sum includes any claims for compensation, refunds, credits and/or waivers);
- 2.2.7 A dispute that, in the opinion of CISAS, is more appropriately dealt with by a court, regulatory body, or other formal process;
- 2.2.8 A dispute that is considered by CISAS to be frivolous and/or vexatious;
- 2.2.9 A dispute that is the subject of an existing or previous valid application made under the Scheme;
- 2.2.10 A dispute that has been or is 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 A dispute that is about the fairness of a subscribing company's general commercial practices;
- 2.2.12 Claims made in respect of any of the following matters:
  - 2.2.12.1 Damage to property;
  - 2.2.12.2 Fraud or other criminal matters;

- 2.2.12.3 Data protection;
- 2.2.12.4 Personal injury;
- 2.2.12.5 Discrimination;

2.2.13 Where the dispute has been previously agreed by the parties to be settled, unless the terms of that settlement have not been fulfilled.

2.3 Putting a dispute through the Scheme does not remove 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

3.1 To apply to use the Scheme, a customer must send to CISAS a completed application form, which can be done by post or online. Application forms are available from CISAS and on the Scheme website at [www.cedr.com/consumer/cisas](http://www.cedr.com/consumer/cisas). If a customer requires any special assistance with their application they can contact CISAS and reasonable adjustments will be made in line with the CEDR reasonable adjustments policy, which can be found on the CEDR website at [www.cedr.com](http://www.cedr.com).

3.2 On the application form, the customer must request at least one of the following remedies from the company (the requested remedies must only affect and/or apply to the customer):

- An apology;
- A product or service;
- Something to be done about a bill or bills;
- Some practical action to be taken;
- A payment that must total no more than £10,000.00 (including VAT). This sum includes any claims for compensation, refunds, credits and/or waivers.

3.3 The claim should include details of:

- The service provided by the company that the dispute is about;
- The precise issues that are in dispute;
- The steps already taken to attempt to reach a resolution with the company;

- The reasons for requesting the remedy or remedies sought; and
- The reasons for the amount of any compensation claimed.

3.4 The customer should supply any essential supporting documents with their application.

3.5 The customer is encouraged to clarify the claim and the remedies sought in as much detail as possible, but a failure to do this will not render an application invalid. If, in the opinion of CISAS, any aspect of a customer's application is unclear, CISAS will make one attempt to contact the customer to obtain clarification. This will not affect the case process or the associated timescales.

## 4 The adjudication procedure

### 4.1 The Claim

4.1.1 When an application form is received along with any supporting documents, CISAS will make an initial assessment within 15 working days as to whether or not the dispute falls within the scope of the Scheme. This assessment will be made by reference to Rules 2.1 and 2.2 above.

4.1.2 When an application is processed by CISAS, a case reference number will be allocated and communicated to the parties in correspondence from CISAS. Both the customer and the company must quote this case reference number in all subsequent correspondence with CISAS regarding the case.

4.1.3 If CISAS considers the application to be valid, it will notify the company by sending an electronic copy of the customer's application form and any supporting documents to the company ("the notification").

4.1.4 If CISAS sends the notification to the company before 4.00pm, the company is deemed to have received it on that day. If CISAS sends the notification on or after 4.00pm, the company is deemed to have received it on the following working day.

4.1.5 Once the notification is deemed to have been received by the company, the company has 10 working days in which to either:

- 4.1.5.1 Confirm to CISAS that it is prepared to give the customer all of the remedies requested on the CISAS application form or that it has agreed an alternative settlement by negotiation directly with the customer (this period cannot be extended); or
  - 4.1.5.2 Object to CISAS dealing with the application if it considers the dispute to be entirely outside the scope of the Scheme; or
  - 4.1.5.3 Send CISAS its written defence to the customer's claim (in exceptional circumstances, CISAS may, at its own discretion, grant the company an extension of the deadline for providing a defence by up to a further five working days).
- 4.1.6 If, before the expiry of the timescale at Rule 4.1.5 above, the customer contacts CISAS to add further evidence or submissions to their application, the company will be sent the extra documentation and the timescale at Rule 4.1.5 for the company to reach a settlement, object or file a defence will be restarted.

## 4.2 Settlement

- 4.2.1 If the company agrees to give the customer all of the remedies they have asked for on their CISAS application form (i.e. a settlement in full), the company must notify CISAS of this within the timescale set out at Rule 4.1.5 above. When CISAS receives notification from the company that a settlement in full has been reached, CISAS will close the case. The company must provide the customer with all of the remedies requested on the CISAS application form within 20 working days of CISAS 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 dispute (i.e. a negotiated settlement), the company must notify CISAS of this within the timescale set out at Rule 4.1.5 above. At the same time, the company must provide CISAS with evidence of the offer made to the customer and evidence confirming that the customer has accepted that offer in exchange for the closure of their CISAS case. When CISAS receives evidence of the negotiated settlement from the company, CISAS will close the case. If evidence of the negotiated settlement is not provided by the company, the case will remain active. The company must provide the customer with the remedies agreed as part of the negotiated settlement within 20 working days of CISAS being notified of the negotiated settlement, unless an alternative timescale has been agreed between the parties.

- 4.23 For the avoidance of doubt, if negotiations between the customer and the company do not result in a settlement as set out in Rule 4.2.2 above, the case will continue and the timeframe under Rule 4.1.5 will remain unchanged.
- 4.24 If the company has not provided the customer with all of the remedies under the settlement in full or negotiated settlement within the relevant timescale, the customer must advise CISAS within 20 working days of the expiry of the relevant timescale (or the case will remain closed). At this time, the customer must advise CISAS which of the remedies have not been provided. Upon the customer advising CISAS that one or more remedies remain outstanding, CISAS will re-open the case and will give the company five working days to either provide a defence to the customer's claim or to provide evidence showing that the remedies required under the settlement were provided within the relevant timescale. If the company provides evidence showing that the remedies required under the settlement were provided to the customer within the relevant timescale, the case will be withdrawn from the Scheme. If the company does not provide evidence showing that the remedies required under the settlement were provided to the customer within the relevant timescale, or the adjudicator does not accept such evidence, the case will proceed in line with Rule 4.4 below.

## 4.3 Objections to eligibility

- 4.31 Within the timescale at Rule 4.1.5 above, the company can object to CISAS dealing with the application if it considers the dispute to be entirely outside the scope of the Scheme.
- 4.32 In making an objection, the company must contact CISAS and specify one or more reasons under Rule 2.2 above as to why the application is outside the scope of the Scheme. The evidential burden rests with the company to prove why the application falls outside the scope of the Scheme.
- 4.33 A CISAS adjudicator will examine the company's objection and decide whether or not the objection is upheld. This decision will be communicated to the company within two working days of the objection being received by CISAS.
- 4.34 If the company's objection is not upheld by the adjudicator, the case will

remain active, and an additional two working days will be added to the timeframe under Rule 4.1.5 for the company to file a defence or settle the dispute. This time extension can be applied only once per case, and no time extensions will be given to any subsequent unsuccessful objections made by the company. If an adjudicator is subsequently appointed to determine the dispute, all objection correspondence will be forwarded to that adjudicator to be taken into account when reaching a final decision in the case.

- 4.35 If the company's objection is upheld by the adjudicator, CISAS will write to the customer to advise them of this and the reasons given for the objection. The customer will then have a period of 10 working days to contact CISAS and provide reasons why the case is valid. Upon receipt of the customer's response, a CISAS adjudicator will decide whether or not to reinstate the case within two working days. The evidential burden at this stage rests with the customer to prove why the application falls within the scope of the Scheme.
- 4.36 In the event that the customer responds to CISAS within 10 working days after receipt of correspondence from CISAS regarding the objection being upheld, and the adjudicator decides that the case falls within the scope of the Scheme, the case will be reinstated and the company will be given 10 working days to reach a settlement with the customer or to file a defence with CISAS.
- 4.37 If the customer makes no contact with CISAS within 10 working days of the company's objection being upheld, or the adjudicator does not consider that the case falls within the scope of the Scheme following receipt of the customer's response, the case will be withdrawn from the Scheme.

## 4.4 The Defence

- 4.4.1 When CISAS receives the company's defence, a copy of it will be sent to the customer.
- 4.4.2 Upon receipt of the defence, CISAS will formally appoint an adjudicator to the case.
- 4.4.3 If the company does not submit a defence to CISAS within the time allowed, the adjudicator will have the discretion to proceed to make a decision considering only the information provided by the customer.

- 4.4.4 The customer has a period of five working days from the date on which the company's defence is sent to them to provide any comments on the defence that they see fit. The customer is not required to submit comments on the company's defence. Any comments that are submitted must be restricted only to points raised in the company's defence and must not introduce any new matters. Any new matters submitted by the customer at this stage will be disregarded by the adjudicator.
- 4.4.5 If the customer makes any comments on the company's response, a copy of those comments will be visible to the company for their information only.
- 4.4.6 Any further comments that are received from the customer or the company will be sent to the adjudicator, who has the sole discretion as to whether or not to take them into account. If the adjudicator agrees to take such further comments into account, a copy of those comments will be shared with the other party to the dispute for their information only.

## 4.5 The Decision

- 4.5.1 An adjudicator appointed under these Rules will make a decision by considering the submissions and evidence received from the customer and the company. CISAS aims for decisions to be issued within 30 working days of an application being classified as valid.
- 4.5.2 The adjudicator's decision will be set out in writing and will include full reasons for the decision. The adjudicator will send a copy of the decision to CISAS when complete.
- 4.5.3 Once CISAS receives a decision from an adjudicator, it will send copies to both the customer and the company simultaneously.
- 4.5.4 The adjudicator's decision will only become binding on the customer and the company if the customer advises CISAS that they accept the decision in full. The customer has 30 working days to notify CISAS of their acceptance.
- 4.5.5 If, during the time period specified at Rule 4.5.4 above, the customer advises CISAS that they reject the decision, or that they do not accept the decision in

full, or if the customer fails to contact CISAS during the time period, the adjudicator's decision will not be binding on either party. The decision cannot be accepted at a later date.

4.5.6 Adjudicators' decisions are final. They cannot be reviewed or appealed under any circumstances.

## 4.6 Compliance with the Decision

4.6.1 If the adjudicator's decision directs the company to take an action in relation to the customer, and the customer accepts the decision, the company must complete the necessary action(s) within 20 working days from the date on which CISAS notifies the company of the customer's acceptance of the decision.

4.6.2 If the company is for any reason unable to complete the necessary action(s) within the timescale at Rule 4.6.1 above, the company must advise the customer and CISAS why that is before the above timescale expires. At the same time, the company must specify a substitute date by which the necessary action(s) will be completed.

4.6.3 If the customer informs CISAS that the company has not completed the required actions within the timescale set out at Rule 4.6.1 or any substitute timescale advised by the company under Rule 4.6.2, CISAS will contact the company to request compliance with the decision. In the event that the company does not respond or fails to comply with the decision within five working days, the matter will be escalated to a senior member of staff at the company.

4.6.4 In the event that the company's failure to respond and/or failure to comply persists, appropriate action may be taken by CISAS. This may include suspension or termination of CISAS membership and automatic notification of such action communicated to Ofcom in CISAS monthly reports to the regulator.

4.6.5 CISAS is unable to enforce compliance with decisions, nor is CISAS able to apply penalties or sanctions to a company for failing to comply with an adjudicator's decision.

## 5 Powers of the adjudicator

- 5.1 The adjudicator will be fair and unbiased at all times and will make a decision that is in line with the relevant law, any relevant codes of practice, and contracts between the company and the customer. The adjudicator will act quickly and efficiently.
- 5.2 The adjudicator has the power to do any of the following:
- 5.21 Change any of the time limits set out in these Rules;
  - 5.22 Request further evidence or documents from the customer or the company, and set time limits in which the customer and the company must provide such evidence or documents;
  - 5.23 Proceed with the adjudication if either the customer or the company does not keep to these Rules or any instruction or direction made pursuant to these Rules;
  - 5.24 Consult any relevant evidence not presented by the parties (but the adjudicator must tell the customer and the company about such evidence and allow them to provide comments);
  - 5.25 Receive and take account of any evidence the adjudicator thinks is relevant;
  - 5.26 End the adjudication if, in the adjudicator's opinion, the entirety of the claim falls outside the scope of the Scheme (there is no appeal if the adjudicator decides to end the adjudication);
  - 5.27 End the adjudication if the customer and the company settle their dispute before a decision is made;
  - 5.28 Determine whether or not the company has complied with their decision, in the event that a dispute arises between the parties regarding compliance.
- 5.3 If the adjudicator finds that the customer's claim succeeds in full or in part, they can direct the company to:
- 5.31 Provide the customer with an apology;
  - 5.32 Provide the customer with a product or service;
  - 5.33 Take some practical action;
  - 5.34 Do something about one or more of the customer's bills;
  - 5.35 Make a payment to the customer, the total value of which shall not exceed £10,000.00 (including VAT).

The remedies directed by the adjudicator must only affect and/or apply to the customer.

- 5.4 In exceptional circumstances, the adjudicator may award more than has been claimed by the customer, or less than has been previously offered to the customer by the company.
- 5.5 If the adjudicator finds that the customer's claim does not succeed, the company will not be directed to take any action(s).

## 6 Costs

- 6.1 Under the requirements set out in the Communications Act 2003, the use of CISAS is free of charge to customers. The company is therefore responsible for paying CISAS its fees. The company cannot take legal action against a customer to recover fees paid to CISAS.
- 6.2 Neither party to a CISAS case is obliged to use legal representation, although either party is free to do so if they wish.
- 6.3 The customer and the company must pay their own costs of preparing their cases. By using CISAS, each party agrees not to take any legal action against the other to recover such costs.

## 7 Confidentiality

- 7.1 No party involved in the adjudication will give details of the adjudication or the decision (including the reasons for it) to any person or organisation not directly involved in the adjudication, unless this is necessary in order to enforce the decision or unless CISAS gives its express written consent for such data to be shared.
- 7.2 By using the Scheme, the parties agree that CISAS may gather, retain and publish statistics and other information in relation to cases, whilst preserving the anonymity of the customer.

- 7.3 The General Data Protection Regulations (GDPR) apply to the Scheme, and all data submitted to CISAS with regard to customer complaints may be shared with Ofcom, including all personal data. This can be shared by CISAS or the customer.

## 8 Other rules

- 8.1 CISAS will appoint a substitute adjudicator if the adjudicator originally appointed is unable to deal with the dispute for any reason. CISAS will inform the parties if such an appointment is made.
- 8.2 With the exceptions of amending a decision following any minor error and providing clarification on a specific point regarding the adjudicator's decision, neither CISAS nor the adjudicator will enter into correspondence relating to any decision.
- 8.3 If the customer or company has a complaint about the quality of service provided in the course of the administration of a CISAS case, the complaint should be made through the published complaints procedure, copies of which are available from the CISAS 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 the customer or the company requires their original documentation to be returned to them, they must make such a request within 20 working days of the date of the adjudicator's decision being sent to them. If no such request is made, CISAS will dispose of the documents securely.
- 8.5 Any reference in these Rules to working days by definition excludes Saturdays, Sundays and bank/public holidays celebrated in England and Wales.
- 8.6 The Scheme, including these Rules, may be updated from time to time. Disputes will be settled according to the Rules in force at the time the customer applies to use the Scheme.