

CISAS

Communications & Internet Services
Adjudication Scheme

Annual Report 2010



**Independence
Integrity
Impartiality**

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Introduction



2010 was an eventful year for CISAS. Much of the year was taken up with Ofcom's review of the ADR services in the telecoms industry. The Review has been an excellent opportunity for us to study our own procedures and processes and to consider where we might make changes. In doing so, we have consulted with our Members and have received excellent feedback which has assisted us greatly.

We have already made improvements to our website, making it more user friendly for consumers, so that they can access all the information needed to understand how CISAS works and what it can and can't do for them. Our customer satisfaction survey indicates that the vast majority of consumers accessing the CISAS website are content that they can find the information they need. There are also more consumers choosing to make applications on-line, which is a welcome development and allows us to operate more efficiently and help to protect the environment.

As part of the review of our work, 2011 will see the introduction of an Advice and Assistance team. This team will help consumers and communications providers understand how CISAS works, giving them the opportunity to get the best out of the Scheme. This team will give consumers and communication providers guidance regarding the process, whilst maintaining our independence and impartiality.

The CISAS adjudicators continue to work in a collegiate fashion, sharing knowledge and ensuring the production of high quality, fair and consistent decisions. Our adjudicators have also been reviewing the way in which decisions are written and improvements to the format of the decisions have been debated and discussed, with a new and modern format to be launched in 2011.

The CISAS team continues to work hard to deliver a robust, efficient and cost effective mechanism for the resolution of disputes in the telecoms sector. Our key performance Indicators, agreed with Ofcom, can be found on page 7 and indicate that we continue to meet our targets and frequently exceed them. We strive to ensure that CISAS remains cost effective and a proportionate model for the fair resolution of disputes.

Veena Kanda
IDRS Sponsor for CISAS

CISAS Senior Adjudicator's Annual Report 2010



The trend which emerged in last year's report appears to be continuing, namely, that service providers seem more able to resolve disputes at an earlier stage in the process with less need for the customer to resort to adjudication.

CISAS is in discussion with Ofcom to review and develop the adjudication process and format to reflect changing trends.

It is proposed that the format and structure of the adjudicators' decisions will also be developed as a response to feedback from consumers, service providers and Ofcom. It is likely that a decision letter as a style is perhaps softer than one set out in the format of a court judgement. The "decision letter" style has been well used and is effective. It will provide all the administration information (adjudicator's name, appointment, decision date, reference number and directions) necessary for a decision in a very succinct way on the first page. It will concentrate on the issues, analysing them and resolving them in a way that flows naturally and is easily understood, avoiding 'legalese' as much as possible. The conclusion at the end of the decision will specifically answer the main issues which were identified at the beginning so as to lead logically to the end result i.e. the adjudicator's 'decision'.

I would like to close my report by thanking all the management and administrators at CISAS for ensuring the system runs so smoothly and all the adjudicators on the CISAS Panel for continuing to uphold the principles of delivering consistent and fair decisions in a timely and professional manner.

Mair Coombes Davies
CISAS Senior Adjudicator

Membership News

Our members cover all aspects of the consumer communications market. It is worth noting that our relationship with member companies is governed by contract. The contract places obligations upon the companies for compliance with the decisions of the adjudicator. Where a company fails to comply, there is an escalation process which CISAS applies. This escalation process may involve Ofcom. The escalation process, and our relationship with Ofcom and Otelco, the other ADR service operator, helps us to ensure that the consumer receives the redress intended by the adjudicator.

We also welcome members of the following industry bodies:

- ISPA (The Internet Service Providers Association);
- ITSPA (The Internet and Telephony Service Providers Association);
- the FCS (Federation of Communication Services; and
- CC (Club Communications).

The triennial contract for our member companies was renewed at the beginning of 2010. Some companies have left whilst new ones have since joined. Please visit our website at www.cisas.org.uk for a current list of members.

Statistical Review

Statistics are a valuable means by which users, commentators, Ofcom and CISAS can have an overview of how our service has performed. At CISAS we keep three main types of statistics:

1. Key Performance Indicators (KPIs) – KPIs are agreed with Ofcom on an annual basis. We also provide monthly figures to Ofcom, which are published on the CISAS website. The annual KPIs can be found on page 7 of this report. They will give you a broad overview of our service delivery in relation to factors which Ofcom regard as important performance measures.
2. Service related – service related statistics which can be found on pages 9-11 are of great interest to all parties involved in CISAS. For example, we report on the amount claimed as compensation, how much is actually awarded, and what the main reasons are for making an application. Our service related statistics are reported below on pages 9-11.
3. Customer Satisfaction – We undertake an annual customer satisfaction survey and are pleased to include our sixth report on pages 12-15. This report gives us a vital insight in to what enquirers (people who contact us for information but then do not actually make an application to use the service) and users (people who use the service) think of CISAS and the services we provide. The information we gain from these surveys allows us to review our performance and to continually improve our service.

PLEASE NOTE: All percentages have been rounded to the nearest whole number. The rounding process may then result in totals not equalling 100%.

Key Performance Indicators

The following KPIs were agreed with Ofcom in December 2006. CISAS reports the following figures on a monthly and quarterly basis to Ofcom. CISAS also reports our annual performance against these KPIs in this report. Our performance during 2010 is detailed below.

KPI One: Percentage of cases concluded within 6 weeks of application from the customer

Achievement: In 2010, 85% of cases were completed ("completed" means issuing a final decision) within six weeks of the application being made by the consumer. This shortfall occurred as a result of prolonged staff sickness in the middle of the holiday season in August 2010.

CISAS Target for 2010: 88%.

KPI Two: Percentage of cases concluded more than 8 weeks after receipt of the application from the customer

Achievement: Only 5% of cases were completed more than 8 weeks after the application was made by the consumer. This means that our target of no more than 10% was beaten by 5%.

CISAS Target for 2010: 10%, allowing for exceptional circumstances only.

KPI Three: Percentage of calls answered by CISAS staff within 2 minutes

Achievement: Virtually all calls (100%) were answered within 2 minutes by CISAS staff. The 2 minutes includes an allowance for the caller to listen to a pre-recorded information message about CISAS which lasts 1 minute 41 seconds and gives options to the caller on whether to record a message, request information or speak to a CISAS staff member. After the message or on selection by the customer, the average time for the staff to answer any call is 10 seconds.

CISAS Target for 2009: 95% (allows for occasions where staff are unavailable due to internal training and for peak periods)

KPI Four: Percentage of written correspondence receiving a response within 5 working days

Achievement: For CISAS 95% of written correspondence was turned around within 5 working days. This exceeded our target by 5%.

CISAS Target for 2010: 90%

KPI Five: Unit cost as an indication of improved efficiency: 100% of total costs divided by the number of valid applications

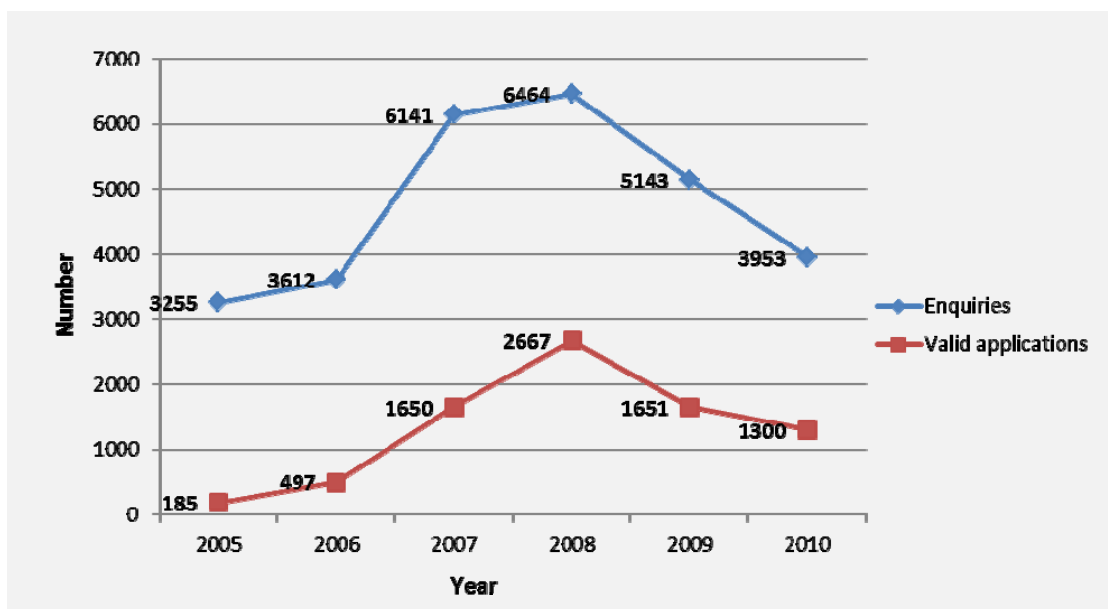
Achievement: The figure for Q4 2010 was £288.35

The figure for the year of 2010 was £300.90, an increase of 9% over 2009. That increase was driven by two key factors:

1. During 2010 the number of cases concluded under the lower cost “Early Settlement Procedure” rather than being referred to an adjudicator reduced to 46%. This was lower than 2009, when 58% of cases were concluded in that way.
2. During 2010 the total number of valid cases received dropped by 21%, increasing the effective fixed cost per case.

Service Statistics

CISAS enquiries and valid applications 2005 - 2010



During the year we handled 3953 enquiries, a decrease of 23% when compared to 2009. Last year we received 1300 valid applications, a decrease of 21% on 2009. The graph above shows how enquiries and valid applications to CISAS grew rapidly over the period between 2004 and 2008, but have since decreased.

The conversion rate of enquiries to valid applications rose by 1% to 33% in 2010. In 2009 CISAS rejected 45% of applications.

The main reason for rejection is common year-on-year:

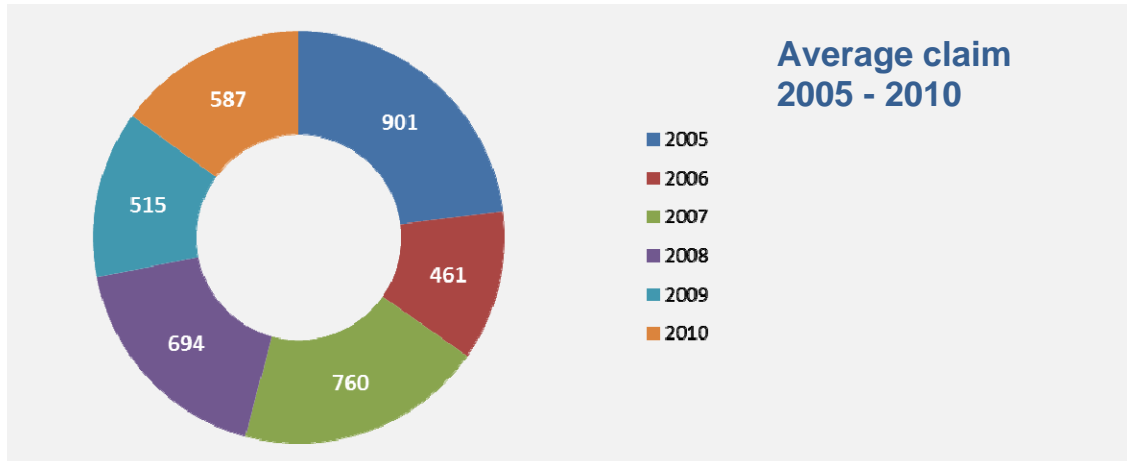
- Consumers apply to CISAS too early and do not give the company a chance to deal with their complaint in line with its published complaints procedures. These procedures can be found within the company's code of practice (the code), which is approved by Ofcom and sets out how they deal with complaints.

Other statistics are shown below. They are taken from valid applications only and do not include data taken from the 1072 applications rejected as being out of scope:

- Of the 1237 cases concluded during 2010, 65% led either to a decision made in the consumer's favour or a settlement being agreed between the consumer and the company before the adjudicator was appointed. This is significantly less than in 2009.
- Of the 667 cases which proceeded to a decision from an adjudicator, 61% were found in favour of the consumer.

- Of the 667 cases that proceeded to a decision from an adjudicator, the consumer provided us with written acceptance of the decision 50% of the time. This is a decrease of 9% on 2009.
- On average, the consumer took 12 days to confirm whether or not they accepted the decision, the same as in 2009.
- Of the 1300 valid applications made, 450 (27%) were made online. This is the same as in 2009.
- No applications were made in Welsh, in Braille or by text phone.
- The most common reasons for complaint against a member, where specified by the consumer, were:
 - Charging 39%
 - Billing 17.5%
 - ISP Service 21%
 - Disconnection / reconnection 2.8%
 - Loss of service 3.6%
 - Terms and conditions 11.6%
 - Customer service 2.2%.
- The following breakdown shows what remedies consumers asked for (the total percentage equals more than 100% because it is possible to seek a mixture of outcomes. Figures are taken from cases where a decision was made by the adjudicator):
 - Compensation plus an apology – 36% (46% in 2009)
 - Compensation plus an explanation – 25% (36% in 2009)
 - Compensation plus other action – 34% (54% in 2009)
 - Compensation only – 8% (6% in 2009).
- On 273 occasions the consumer did not request compensation at all – in 2009 the figure was 96.
- A total of £766,261 in compensation was claimed under CISAS during 2010.

- The average amount claimed in 2010 was £587 which was an increase of £72 compared to 2009, when the average claim was £515. The lowest average claim value of £461 was set in 2006.



- The total amount awarded as compensation by adjudicators in 2010 was £146,882. This is an average award of £198, an increase of £25 on 2009. This demonstrates that, on average, consumers received about 34% of their claim. In 2009 the average figure was also 34%.
- The consumer and the company settled the claim by mutual agreement in 570 cases (46%), prior to the appointment of the adjudicator. This is a decrease of 7% on the previous year.
- Only 9% of applications made included a deadlock reference number from the company, this is an increase of 5% on 2009.

Report on Customer Service Satisfaction Survey

In order to monitor customer experiences and satisfaction levels, CISAS has undertaken a regular customer satisfaction survey for the past four years. Conducted independently by an external agency (Gabriel Research & Management Limited), the 2010 survey was carried out in three waves over the course of 2010 in order to capture customer experiences as soon as possible after they had contacted CISAS. In total, 570 people responded to the survey, representing 1 in 4 of all those who contacted CISAS for any reason during 2010.

The objectives of the survey were to:

- Gauge satisfaction for experiences of CISAS by Users (a person who refers a complaint to CISAS) and Enquirers (a person who made contact with CISAS with an enquiry of some sort but who did not follow through to an actual case).
- Identify potential improvements to the service.
- Monitor progress in satisfaction trends since 2007.

Overview of findings

The survey has shown:

- Consistently good ratings of service from Users of the CISAS service – and improvements over a 3 year period of monitoring performance.
- An improved service experience for Enquirers.
- A continuing need to give better feedback to Users on the progress of a case.
- The internet in general, and the CISAS web site in particular, is an increasingly important source of information for people as a first port of call.

How would you describe your overall satisfaction with CISAS?

73% of those who have had a complaint accepted by CISAS said they were satisfied with the service received, a slight improvement over the 2009 level of satisfaction (71%).

Among Enquirers – who often had only one contact with CISAS (usually a telephone call), satisfaction is on a par with 2009: 54% said they were satisfied.

The feeling of being satisfied with CISAS is closely aligned to a successful outcome for the consumer: it is important therefore for CISAS to make sure that people know exactly what its role as an independent adjudicator is.

Most people who have gone through the process do endorse CISAS

- 73% of Users would definitely use CISAS again.
- The same proportion would recommend CISAS to others: in fact about 1 in 8 had benefited from advice from family and friends before contacting CISAS in the first place.
- Those who have gone through the process have a high impression of the CISAS service. All the aspects of service measured in the survey (helpfulness, friendliness, speed of response, ability to understand the problem, explanation of CISAS' powers and the information pack requested) were rated at least 'good' by Users and all aspects of service have shown an improvement compared to three years ago.

The most satisfied customers are those who have been 'vindicated' by contacting CISAS

"Excellent service. What a refreshing experience CISAS were after all the problems I have had with the company".

"CISAS helped me no end. I was getting nowhere with the company even though I had sent several letters"

"In my opinion CISAS is excellent: if it wasn't for them the company would have got away with it. I was impressed with the speed of how my case was processed and that there wasn't mountains of paperwork to provide".

"Very helpful and professional".

"The staff were very helpful in pointing me at sections in the terms and conditions that entitled me to obtain a satisfactory result from the company".

How can CISAS improve its service?

- Speed of response and feedback during the case.
- Improving the information pack sent to Enquirers.

The customer journey – summary

- Once they had the contact details, almost half of all customers did not seek advice elsewhere before contacting CISAS.
- As in 2009, Users are more likely to have found CISAS themselves by searching on-line than by contacting the CAB or Trading Standards. Governmental bodies (e.g. Consumer Focus) did not play a significant role in informing consumers about their options. The internet is becoming a very significant source of information.
- Over the course of the past three years, the level of appropriate contact with CISAS has improved among both Enquirers and Users: however, 3 in 4 Enquirers still contact CISAS prematurely – often to discuss their options whilst a complaint is still 'live' with the company concerned, but when they have become frustrated by lack of resolution.

"I had already written to the company's complaints dept. twice and they had not responded."

"I have recently submitted my complaint as I waited 2 months for a deadlock letter from the company."

"I complained to CISAS because after 8 weeks I still haven't received a response from the company"

- Users are more likely to have visited the CISAS website to establish the terms and conditions of complaints: by the time they contact CISAS these are much more likely to be valid referrals and two thirds were ready to register a formal complaint.
- 63% of Users looked at the website before contacting CISAS.
 - To find out about CISAS.
 - For advice/to find out 'how to'?
 - To check procedures.
 - To obtain contact details.
 - To check timescales.

Most people found everything that they were looking for on the site.

The CISAS website has an important role to play, and the research suggests that this is becoming increasingly important over time, especially as people do not always know how to get in touch with CISAS.

"Before my complaint, I had no idea that CISAS existed and I had to find out about it through OFCOM. Surely it should be better known to consumers?"

"I regret not being aware sooner of the existence and powers of CISAS".

The case process: summary

- 51% of all Users who replied said that the company offered to settle their case once they knew that CISAS was involved. This is a lower proportion than in previous years but even so, almost all accepted the company's offer.
- For the most part, the settlement was in the applicants' favour (Four out of five felt they had 'won' their case).
- Applicants believed that intervention by CISAS made a difference.

"I was having difficulty getting my money returned to me but after contacting CISAS an offer was made"

"After spending hours on the phone to the company for weeks on end, once I discovered CISAS and completed the forms - I very quickly received a letter from the company resolving the problem"

“Once I sent my deadlock letter to the company as instructed by CISAS they responded quickly and to my satisfaction”

- Over the course of 2010, 60% of all reported cases involved an adjudicator, representing an increase compared to 2009.

56% of complainants accepted the adjudicator’s decision, but nearly half only did so begrudgingly.

“it appeared that the adjudicator was accusing me of lying. He expected me to have recordings of conversations that took place on the telephone and on the shop floor. However many times when I asked to record the call I had been cut off.”

“I have no problem with CISAS or the systems used. But the report I received from the adjudicator made it obvious my letter was not read at all.”

“The adjudicator did not take into account my circumstances and went only on contract law.”

“I appeared to win my case but the company disconnected me and the adjudicator did not appear concerned.”

“I felt the adjudicator did not fully take in a point I had raised.”

“The company either mislaid or did not pass on very pertinent information so that the adjudicator had to operate without this, thus giving an impaired judgment.”

The full results of the CISAS Customer Service Survey are available at www.CISAS.org.uk

Case Studies

CASE 01

Recording new contract terms

The customer wanted to vary her services and was offered a new deal by the company. The customer was still dissatisfied. Three months later she rang the company to cancel but was told that the new deal had a minimum twelve month period and she would be held liable for early disconnection fees. The company's notes of the conversation made no mention of a new period, and only referred to terms and conditions. The dispute escalated and the company instructed debt collectors. The customer was adamant that she never was told of the new term and that she never received a letter with an opt-out slip.

The Adjudicator found that any unusual terms had to be expressly referred to and recorded. The company was directed to apologise, withdraw the early disconnection fees, recall its debt collectors, correct credit reports and pay the customer £200.00 for stress and inconvenience.

CASE 02

Standard terms?

The customer complained that the company's early termination charge levied for cancelling his bundle early was unfair and too high, also he had never been provided with a copy of the contract. The customer asked for the charge to be cancelled. The company argued the charge was correct.

The Adjudicator found that the company had failed to prove its standard terms were incorporated into the contract or that there was a term in the concluded agreement which allowed it to levy an early termination charge. The company was directed to cancel the charge.

CASE 03

Terms of an agreement

The customer, a small business, entered into an agreement with the company for the supply of telephone and internet service. The customer was to retain its existing telephone/fax numbers and email address. However, on the transfer date the customer's existing email address was cancelled. The company maintained that its telecommunications services were provided in accordance with the agreement between the parties; an email mentioning a new email address was sent to the customer who had raised no query.

The Adjudicator found that it was the customer's intention to retain its original email address because the order confirmation identified the customer's original email address as both the contact email and the, 'paperless billing email', were to be the same after the migration of the service. Since the application to CISAS, the customer had returned to its previous telecommunications provider and was only seeking to have the company's charges waived. The Adjudicator considered that the company had failed at the point of sale to advise the customer of the likelihood that the original email address could be lost; this information would have enabled the customer to make an informed decision before entering into the agreement.

CASE 04

Different recollection of agreement terms

The customer upgraded and claimed it was agreed that he could stay on his existing tariff. Bills soared. The company alleged the customer had agreed a new tariff.

The Adjudicator preferred the customer's recollection because the company had not provided any evidence from its employee with whom the customer had the upgrade conversation. The company was directed to cancel all excess charges. However, as the company no longer offered the old tariff, the customer's application to restore it failed. The customer was awarded £50.00 compensation for the company's delays in dealing with his complaints.

CASE 05

Cancelling contract in 14 days

The customer complained about the company using debt collectors to pursue a debt that was not due because she had cancelled the contract within 14 days. The customer claimed £5,000.00 compensation.

The Adjudicator found that the customer had cancelled the contract within 14 days and the debt was not due. The company had not exercised reasonable care and skill in its billing services. £150.00 compensation awarded to the customer for general vexation, inconvenience of being pursued by debt collectors and damage to her credit record plus £50.00 as a contribution for telephone calls to the company and the cost of a credit report.

CASE 06

Business contracts

The customer, a company, wished to move its business to another telephone and internet services provider in order to benefit from savings which the existing provider could not match. The customer complained that it was subject to unfair terms and conditions which it was not made aware of when entering into 4 business contracts, namely, the contracts were on a 12 month rolling basis. Such an onerous and key feature of the contracts should have been made clear. The only information was a sentence above the company's signature which stated, 'This agreement is subject to our Terms and Conditions provided overleaf and is for a minimum term of: 1 year'.

The Adjudicator found that the business contracts were freely entered into. It is reasonable for companies entering into and signing a contract to check what the terms and conditions are. There was no claim that the service provider breached any terms of the contract or failed in their duty of care. It was an insufficient argument that as a better deal had come along the customer wished to be removed from the agreed terms of the contract. The claim did not succeed.

CASE 07

Making an agreement

The customer contacted the company a month before his contract was due to expire; his recollection was that the company had agreed to provide him with their services under the same terms as his then existing contract. When he received his next bill the customer immediately noticed that he was being charged £20.00 more for his contract. The company maintained that no such agreement had been reached and the customer was being charged correctly. The customer sought £1,000.00 compensation.

The Adjudicator found that the company had agreed with the customer that he could receive his services on the same terms as his then existing contract. The Adjudicator ordered the company to provide their services for the duration of the customer's contract on the same terms as his original contract. Also the company was to give the customer credit for those months that he had paid for their services at the higher rate and pay £150.00 compensation.

CASE 08

Disputing £1.69

Sketchy details were provided about an unpaid bill. The company provided the customer with two bills, one for £5.32, and the other for £1.69 after service ceased. The customer asked for an explanation, but the company failed to give one. The customer paid the £5.32 when he was notified of likely legal action by the company so only £1.69 was now in dispute. The company's defence implied that £1.69 was not owed.

The Adjudicator was concerned that the company's administrative procedures allowed the disproportionate expense of pursuing a dispute over such a small sum. The Adjudicator

found there had been a breach of duty of care by the company. The customer had claimed compensation of £3,000.00 but the Adjudicator found this did not sit well with the amount in dispute. £50.00 was awarded for inconvenience and stress over a period of about 4 months.

CASE 09

No evidence

The customer claimed the company's service had been poor and she had had problems complaining. She requested she be released from a 24 month contract, £650.00 compensation and her bills reduced.

The Adjudicator found that the customer had provided absolutely no evidence to support her claim. The company's records were comprehensive. Whilst it might be expected a consumer client's records would be more limited than those of a mature, experienced service provider; the company's records, particularly those indicating substantial use of the phone and offers made to settle indicated the company had probably done all that could reasonably be expected. The customer's claim failed.

Website Statistics for 2010 (www.CISAS.org.uk)

Total hits history for 2010:

January	2010	70,293
February	2010	64,275
March	2010	77,208
April	2010	69,408
May	2010	66,827
June	2010	66,715
July	2010	72,750
August	2010	71,973
September	2010	70,293
October	2010	71,553
November	2010	74,726
December	2010	63,222

Report by the IDRS Independent Reviewer



I am happy to present my second annual report as the Independent Complaints Reviewer for IDRS Ltd. This year I have handled three complaints, referred to me by the Managing Director, Allan Connarty, because of the complainants' continuing dissatisfaction with the service provided, following escalation to him. All three complaints this year related to IDRS's administration of the CISAS scheme.

The issues raised in the complaints were:

- Further action to be provided by the service provider as indicated in the adjudication results, and IDRS's management of this.
- A decision not to proceed with the adjudication as the complainant had already accepted a payment from the service provider.
- Dissatisfaction with the limits of the adjudication decision and IDRS's ability to police how the service provider responded to this.
- Confusion following the transfer of a service provider from CISAS to Otelo.

Each complaint identified some confusion on the part of the complainant relating to the rules and limitations of adjudication. It is clear some complainants agreed to an adjudication process without fully understanding either its role, regulations or limitations. Linked with this is a misunderstanding of what IDRS Ltd can do in the fulfilling of the adjudication decision. There is an expectation on the part of some complainants that the decision made in the adjudication in their favour can be administered and amended to suit their own specific requirements. There is also only limited acceptance that an adjudication decision is binding, once accepted.

I have had various discussions with senior personnel within IDRS Ltd about this matter and have suggested that clearer guidelines, issued prior to the start of the process, are issued to all complainants, so that they know exactly what they are signing up for. It is important that they are aware as to what is and is not possible in the outcome of an adjudication.

There were again some issues about the delay in processing complaints within IDRS Ltd, and failure to meet their own published service standards. Apart from this, I have been very impressed at the professionalism of the teams working within the organisation. It is clear that the quality of service they provide is improving and every effort is made to deal with what are sometimes the unreasonable expectations of some of their customers.

I have again assisted in identifying training needs and have participated in providing training to senior staff within the organisation on complaint handling. I see this as a valuable element of my role and would hope that this will continue in the year ahead.

It is interesting to note that already in 2011 I have received two complaints, possibly indicating that the public have now become more aware of this service provided by IDRS

Ltd and are likely use it more in the year ahead. I look forward to responding to those complaints and to report back on my findings and recommendations.

Ros Gardner

Independent Complaints Reviewer

Ros Gardner is the Independent Complaints Reviewer for IDRS.

CISAS customers who have a complaint about service from CISAS which is not resolved by our internal complaints system may have their complaint referred to Ros for independent investigation.