

CISAS

Communications & Internet Services
Adjudication Scheme

Annual Report 2009



**Independence
Integrity
Impartiality**

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Introduction



CISAS is one of two Ofcom-approved schemes that individuals and small businesses (with 10 or fewer employees) can use to settle their disputes with telecommunication companies that are members of the scheme ('member companies'). CISAS is run by IDRS Ltd.

Having only recently joined IDRS, I have had the advantage of looking at the CISAS scheme with fresh eyes. It is admirable just how much has been accomplished on the scheme. In particular, it is notable that the consumer adjudication model first conceived by our Managing Director some 7 years ago is still providing a robust, efficient and cost effective mechanism for the resolution of disputes under the CISAS scheme. The model has been refined and we have adapted it for use in other sectors with great success. One of the key strengths of the model is that consumers and customers alike receive a fully reasoned decision binding on them only if the consumer decides to accept the decision. If a consumer chooses to reject a decision, they are at liberty to take the dispute to court. The courts have been extremely supportive of this model and recognise that it provides a fair and reasonable decision made by a fully qualified independent consumer adjudicator.

I am also impressed by the collegiate atmosphere amongst adjudicators and the extent to which knowledge is shared between the members of the CISAS panel. This ensures that the panel are up to date on new developments and new products and promotes good practice and consistency in decision making.

In order to better understand the sector, some of my early tasks were to meet with and establish effective relationships with Ofcom and the Chief Ombudsman at Otelo. Working with both Ofcom and the Ombudsman ensures that our approaches to consumer redress are consistent and that consumers are never placed at a disadvantage.

We responded to Ofcom's consultation on „A review of Consumer Complaints Procedure“ and welcome the proposals to increase awareness of the availability of ADR amongst consumers in this sector. This year Ofcom reviewed the operations of both CISAS and Otelo, using the services of an independent consultant. The report of this review is yet to be published, but both the consultation and review have been useful exercises, encouraging us to reflect on the consumer experience and continually making improvements to the services that we provide.

I look forward to seeing the scheme continuing to flourish in the year ahead.

Veena Kanda
IDRS Sponsor for CISAS

CISAS Senior Adjudicator's Annual Report 2009



I am delighted to report that there is a significant reduction in the number of unresolved complaints that have been referred to CISAS. It must be seen as a positive trend though this has on the other hand meant a reduction in workload for CISAS and the adjudicators.

We do not yet have figures that demonstrate whether the overall level of complaints to companies has reduced or whether providers are more successful at dealing with and resolving complaints to customers' satisfaction.

I am sure it is a combination of both factors. The industry is maturing; it is less subject to technology failures and has become more sophisticated in dealing with complaints. I would like to believe that CISAS has played no small part in this process particularly through the use of case studies which we have championed. This means not only is there consistency and uniformity in our approach to many common complaints but also companies can refer to them and are able to offer a resolution or compensation similar to that which a consumer may be entitled to if the matter was eventually referred to CISAS for resolution. It is clearly of great benefit to companies and consumers alike as it saves time, the cost of preparing submissions, the payment of fees by the company and is less contentious.

It is also quite noticeable that unlike in previous years where there were one or two themes to the complaints (for example dealing with Trojan viruses or cash back deals) there are now fewer common threads to the complaints. In fact many of the complaints are in the category of unreasonable expectations from consumers, such as, „I forgot to cancel my contract and the company should have known so I want to be compensated“, to, „I left my phone in the pub and forgot to inform the provider to bar calls but I still should not be charged because someone else used it to make calls on it“.

The CISAS internal lead adjudicator, Stefan Fabien, says:

“Over the past year there has been a steady rise in complaints about bill shocks (customers being charged exorbitant sums for data roaming usage) and about problems experienced when a customer attempts to transfer companies (a customer's account with the previous company continues often without their knowledge due to the Porting Authorisation Codes [PACs] expiring without having been used by the customer). It is likely that recent intervention by the EU and future intervention by Ofcom may help to reduce the number of such complaints.

EU Roaming Regulations that came into force on 1 July 2010, require companies to provide customers with a number of bill shock protections:

- to send details of data roaming charges to customers when they enter another EU country;
- to cut off customers when they reach a previously agreed limit or a default maximum of €50 in data charges;
- to provide a warning to customers via text message, email, or a computer pop-up, when 80% of this limit has been used and;
- to reduce the maximum tariff for making and receiving calls, and the maximum wholesale prices for data roaming within the EU;

Whilst the Roaming Regulations should have an impact on complaints relating to bill shocks within the EU, complaints regarding data roaming usage and call charges outside of the EU, are not captured by the Regulations.

As for PAC expiration, Ofcom regulations which may come into force in April 2011 aim to reduce the time customers need to transfer their mobile number, from two working days to one. The Ofcom regulations will also ensure that PACs can be issued immediately over the phone or within a maximum of two hours via text message. One benefit of the new regulations may be that they will reduce situations where letters containing PACs are not received by customers resulting in their previous account continuing after the expiry of the PAC.

Other issues that are at the forefront of CISAS complaints are phone charges incurred after the theft of customers' mobile phones, the lack of customer education on effective measures to prevent this, for e.g. by putting a PIN on the SIM card, and companies placing matters in the hands of debt collection agencies even when there is a genuine dispute between the company and the customer about what money, if any, is owed."

The question is where next?

It is an unreasonable expectation that complaints will entirely disappear however desirable that would be. Therefore, CISAS will continue to perform a very important role in resolving disputes. The telecommunications and internet industry is still a very young and dynamic sector and we are on the edge of a whole new raft of technological improvements or for those with long experience – a period when more things are likely to go wrong.

It is also the case that while the telecommunications and internet industry has weathered the global recession well (indeed surveys have shown that for many their phone is now the very last thing they would give up), the market is very competitive and as such companies are often in a rush to offer new products and deals which, as the recent past has proved, can, if not properly considered, produce many complaints. Hopefully the industry is now far more attuned to anticipate potential problems and accordingly service to customers will continue to improve.

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 Otelo, 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) to CISAS.

The triennial contract for our member companies expired at the end of 2009. Some companies have left whilst new ones have 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 8 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 10-12 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 10-12.
3. Customer Satisfaction – We undertake an annual customer satisfaction survey and are pleased to include our fifth report on pages 13-16. 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 and CISAS is required to report on a monthly basis to them. CISAS also reports our annual performance against these KPIs in this report. Our performance during 2009 is detailed below.

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

Achievement: In 2009, 87% of cases were completed (“completed” means issuing a final decision) within six weeks of the application being made by the consumer.

CISAS Target for 2009: 88%.

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

Achievement: Only 6% 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 4%.

CISAS Target for 2009: 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 not available due to internal training and for peak periods)

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

Achievement: For CISAS 97% of written correspondence was turned around within 5 working days. This exceeded our target by 4% and showed an improvement of 3% since 2008, where the figure was 94%.

CISAS Target for 2009: 90%

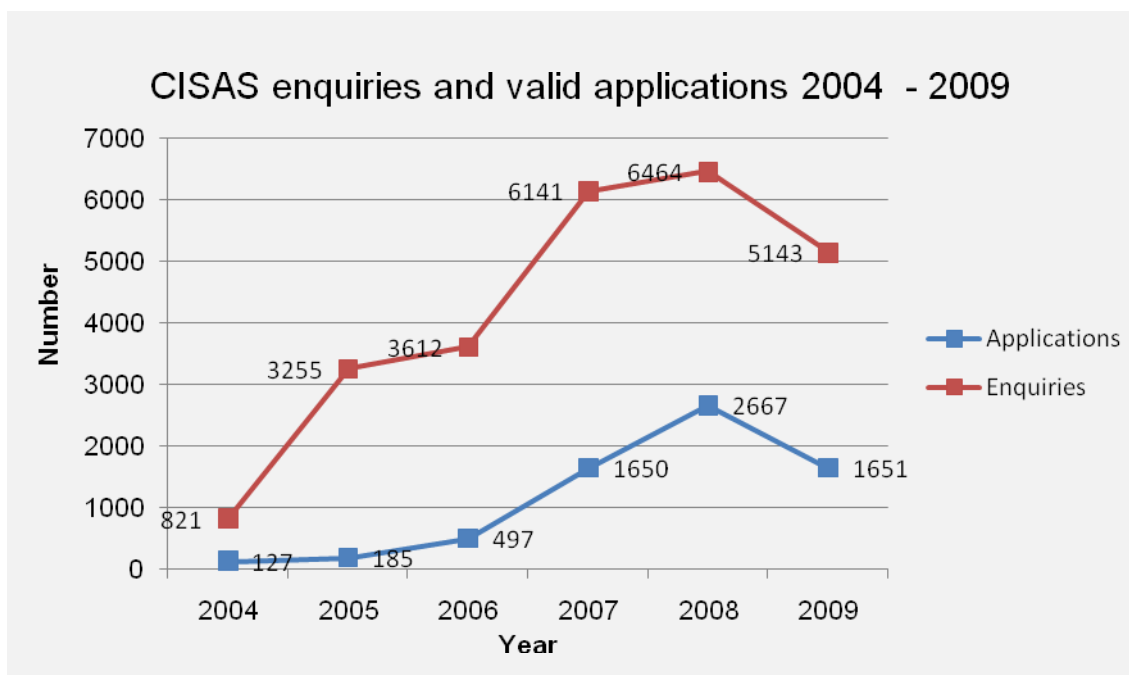
KPI Five: Unit cost as an indication of improved efficiency: 100% of total costs divided by the number of valid applications

Achievement: The figure for Q4 2009 was £295.67

The figure for the year of 2009 was £276.99, an increase of 18% over 2008. That increase was driven by two key factors:

1. During 2009 the number of cases concluded under the lower cost “Early Settlement Procedure” rather than being referred to an adjudicator reduced to 54%. This was a drop of 5% when compared to 2008, when 59% of cases were concluded in that way.
2. During 2009 the total number of valid cases received dropped by 38%, increasing the effective fixed cost per case.

Service Statistics



During the year we handled 5143 enquiries, a decrease of 20% when compared to 2008. Last year we received 1651 valid applications, a decrease of 18% on 2008. 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 dropped to 32% in 2009. However, the ratio between valid and rejected applications has improved at 40%. In 2008 CISAS rejected 44% of applications.

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

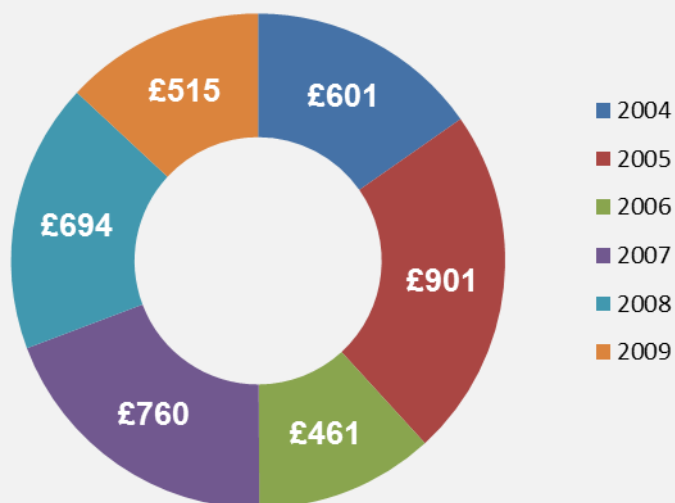
- Consumers apply to CISAS too early and do not give the company a chance to deal with their complaint in line with its published complaints procedures. These procedures can be found within the company's code of practice (the code), which is approved by Ofcom and sets out how they deal with complaints.

Other statistics are shown below. They are taken from valid applications only and do not include data taken from the 1169 applications rejected as being out of scope:

- Of the 1651 valid applications made during 2009, 82% 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 the same rate as was experienced during 2007 and 2008.

- Of the 826 cases which proceeded to a decision from an adjudicator, 64% were found in favour of the consumer. This is an increase of 3 % on 2008.
- Of the 826 cases that proceeded to a decision from an adjudicator, the consumer provided us with written acceptance of the decision 59% of the time. This is a decrease of 4% on 2008.
- On average, the consumer took 12 days to confirm whether or not they accepted the decision, the same as in 2008.
- Of the 1651 valid applications made, 450 (27%) were made online. This is a decrease of 1% on 2008.
- 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 36%
 - Billing 20%
 - ISP Service 21%
 - Disconnection / reconnection 7%
 - Loss of service 0.1%
 - Terms and conditions 0.7%
 - Customer service 7%
- 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 – 46% (61% in 2008)
 - Compensation plus an explanation – 36% (46% in 2008)
 - Compensation plus other action – 54% (53% in 2008)
 - Compensation only – 6% (13% in 2008)
- On 96 occasions the consumer did not request compensation at all – in 2008 the figure was 218.
- £851,813 in compensation was claimed under CISAS during 2009. The chart below shows the compensation claims for each year from 2004 to 2009.

Average claim 2004 - 2009



- The average amount claimed in 2009 was £515 which was a decrease of £179 compared to 2008, when the average claim was £694, although it is still above the lowest average of £461 set in 2006.
- The total amount awarded as compensation by adjudicators in 2009 was £142,664. This is an average award of £173, a decrease of £97 on 2008. This demonstrates that, on average, consumers received about 34% of their claim. In 2008 the average figure was 38%.
- The consumer and the company settled the claim by mutual agreement in 873 cases (53%), prior to the appointment of the adjudicator. This is an increase of 1% on the previous year.
- Only 4% of applications made included a deadlock reference number from the company, the same percentage as 2008.

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 2009 survey was carried out in three waves over the course of 2009 in order to capture customer experiences as soon as possible after they had contacted CISAS. In total, 1180 people responded to the survey, representing 1 in 7 of all those who contacted CISAS for any reason during 2009.

The objectives of the survey were to:

- 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
- To monitor progress in satisfaction since 2007

Overview of findings

The survey has shown:

- consistently good ratings of service from Users of the CISAS service
- the very first impression that Enquirers receive can be improved further
- the need to make sure that people know what role CISAS plays
- the need to give better feedback to Users on the progress of a case
- the web site is an increasingly important source of information for people as a first port of call

How would you describe your overall satisfaction with CISAS?

71% of those who have had a complaint accepted by CISAS said they were satisfied with the service received.

Among Enquirers – who often had had one contact with CISAS (usually a telephone call), satisfaction is more reserved – 53% 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

- 76% of Users would definitely use CISAS again
- The same proportion would recommend CISAS to others: in fact about 1 in 10 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.

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

“Generally, trying to get restitution from a company is time consuming, confusing and quite frustrating. By approaching CISAS for help, the process was made very much faster”

“I cannot recommend CISAS highly enough. Without CISAS, the company would never have listened to my complaint”.

“I found this service both friendly and helpful; I believe that the company would have maintained their stance that it was our fault. When in fact it was a totally chaotic situation caused by the company itself. One side not knowing what the other was doing and giving totally contradictory information”

“In the first instance I wasn't getting any satisfaction with my complaint but when I was told about CISAS and mentioned yourselves to [the company]it was like magic, my complaint was dealt with immediately and to my satisfaction.”

How can CISAS improve its service?

- Improving the feedback it gives to Users during the progress of a case
- Improving the information pack sent to Enquirers

The customer journey – summary

- Many respondents did not seek advice elsewhere before contacting CISAS.
- 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.
- Over the course of the year, 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.

- 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.

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.

“Companies should be forced to publicise the fact that they are attached to a watchdog such as CISAS. It took some internet research for me to find this out”.

“Attempt to make themselves better known to consumers, what they do and what is involved, and role arbitration plays, and the low cost. More people would use the service if they knew about it”.

“Excellent service, although did not have any idea that it existed before I was referred by CAB”.

“I found CISAS very easy to use but initially had problems finding out who the regulating body for the company was”.

67% 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 case process: summary

- 65% of all Users said that the company offered to settle their case once they knew that CISAS was involved. For the most part, the settlement was in the applicants’ favour.
- Applicants believed that intervention by CISAS made a difference
- Over the course of 2009, half of all cases involved an adjudicator.

Most applicants accepted the adjudicator’s decision, but nearly half only did so begrudgingly.

“The Adjudicator failed to understand my situation and did not read all the documents and made several mistakes in summing up. They completely failed to spot blatant lies told by the company. Whilst in effect I 'won' the case, the adjudicator’s compensation award was pathetic. It did not even cover photocopying and postage. I would have been better off not bothering. If he is correct then Ofcom, Trading Standards, my solicitor and others are ALL wrong. It was on advice on the wording of my original complaint given to me by Ofcom that

my 'stance' was based. I have always thought, when winning a case, the least one should be compensated, is one's actual costs when bringing the case, otherwise there is no point".

"CISAS staff were prompt and helpful. The adjudicator was in my opinion, inflexible and biased. I had no sense that my case had been objectively considered and that the judgement was unfair to me, and arbitrary".

"The adjudicator judged in my favour, although criticised me for not providing documented evidence of loss (which was severe but intangible) and awarded me compensation less than offered by the company".

Some people felt unsure about the level of compensation they could claim for, and wanted advice on this, although this is not within the remit of CISAS

"I was asked to state how much compensation required. Some guidance on this would be helpful. My payment covered my costs and no more. I did not ask for additional compensation for the severe inconvenience that had been caused, otherwise CISAS is excellent".

"In the award they made I do not believe that CISAS took sufficient a/c of all my costs, time and stress".

"I should have asked for more compensation but was not so advised, although positive ruling on small compensation was better than nothing".

"I did not ask for compensation, on reflection I probably should have done. Advice on this would have been helpful".

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

Case Studies

CASE 01

No phone service after 14 months

The customer retired from his firm and continued to use his business account for residential purposes. He was not told that this was a problem when he opened a new broadband and telephone account with a second company. Broadband was connected immediately but the telephone service remained unconnected after 14 months. The customer complained he had had to pay £426.68 charged by the first company for calls because he still had to use their telephone service. The second company maintained that it was only when they had received the customer's CISAS claim that they had been made aware his account was a business account with another company and this was the reason why they could not connect his telephone service.

The Adjudicator found that the second company should have realised at some point over the 14 months why they could not connect their telephone service to the customer's home and advised him accordingly. Instead they continued to state that the service would be connected and at times had told him that it had actually been connected. The customer was awarded £426.68.

CASE 02

Moving house

The customer cancelled broadband and telephone as he was moving house. He was due a small credit of £4.19. Nothing happened and the credit was not paid. The customer exhibited very full correspondence with the company showing their inability to cancel the landline which continued to throw up bills for the unwanted service being provided to the old address of the customer. The customer was concerned that non-payment would lead to credit blacklisting.

The Adjudicator noted that the company blamed an error of a third party for the impossibility of cancelling the landline but found this did not exonerate the company. The company had to manage their sub-contractors. The company were directed to pay the customer £100.00 for stress caused over 6 months and the £4.19 credit. The company was also required to withdraw any credit referral, confirming this action in writing to the customer.

CASE 03

Two accounts set up accidentally

The customer claimed £607.02 refund for 38 months as a duplicate account had accidentally been set up when an earlier broadband problem had been resolved. The

customer was unaware that an additional direct debit was taking place and had not authorised any additional payment. The company maintained that its Terms and Conditions were that billing queries had to be made within 6 months.

The Adjudicator found that had the payments been manual, not automatic ones by direct debit, the problem of two accounts having been set up would have been apparent much earlier. It was unfair to penalise the customer because the company managed to take additional direct debit payments without her noticing for a long time. A full refund of £607.02 was awarded to the customer.

CASE 04

Failing to establish a claim

The customer complained that the company had put him on a more expensive package than had been agreed.

The Adjudicator found that this was so, but the customer had failed to establish any claim to overpayment. He had not exhibited any bank statements or bills and the claim was so vague and general that it was not possible to quantify it. It was not even clear that an overpayment had occurred. The customer did not ask for money on his claim for poor customer service, or an apology, or an explanation. The customer simply sought an order that the company's staff be retrained. The claim failed.

CASE 05

Old contract continued

The customer thought his old contract ended when he took out a new one. Four years later he discovered the company was still charging him.

The Adjudicator found that the Terms and Conditions stipulated the old contract continued after the first 12 months until actively terminated (which the customer had not done). Also the old number was still shown on bills. The claim failed.

CASE 06

Charging for free line rental

The customer upgraded his account with the company in order to receive free line rental. The company continued to bill for line rental. The customer made many attempts to resolve the matter. The company apologised explaining that major programming problems stopped the account from being updated, they were trying to resolve the matter but this could take some time.

The Adjudicator found that the customer had experienced poor customer service. The company was directed to refund the cost of line rental billed as at the date of the application

to CISAS and reimburse any future line rental charged until the matter was resolved. The company was to use its best endeavours to update the customer's records ensuring that the problem was resolved expeditiously and that the customer was not charged for the free line rental. Regular updates were to be provided by the company to the customer on the action being taken.

CASE 07

Credit limit

The customer had two mobile phones for his children. Due to a history of large bills for these phones, the customer asked the company to cap the monthly bill at £250.00 but was told this was not possible. The phones were later blocked by the company. The customer claimed £600.00 to cover the call charges incurred as a result of the company's failure to comply with his request. The company maintained that they had no record of the customer asking for a credit limit to be placed on his account. If he had, he would have been advised that the company were unable to do so as a credit limit was not available for the personal use of customers as a budgeting tool, it was for the benefit of the company.

The Adjudicator found that under the Terms and Conditions the company had the ability to set credit limits on an account of a customer but it did not currently offer this service to its customers as a budgeting tool. The claim failed.

CASE 08

Opening a second account by mistake

The customer complained that the company had been charging him for broadband and dial-up for about two years from the date he upgraded his old dial-up to broadband online. The customer claimed a full refund. The company refused arguing that the customer had in fact opened another dial-up account at the same time as upgrading his original to broadband and so had entered into two separate contracts. The customer may have made a mistake when upgrading his original account online and had only used one of the accounts since that date.

The Adjudicator found that the customer did not intend to enter into a second contract. This was sufficient to rebut any presumed intention to create legal relations. The customer was entitled to a full refund for the inadvertently opened account.

CASE 09

Check new house lines free from old services

The customer moved house but did not check the telephone line in the new house was free of old services. In fact there was an existing third party's broadband service on it. The customer complained that the company should have transferred the service. The company maintained that the customer had failed to provide a suitable line.

The Adjudicator found that the customer had a responsibility to ensure the new house line was free of third party services and useable. The company was not at fault on this issue but were at fault for failing to explain to the customer what was going on over a 6 week period and then ceasing his email service unexpectedly. The company were directed to pay the customer £100.00.

CASE 10

Services not transferred to new home in time

The customer wanted a refund of £593.06 from the company because they had not transferred his telephone and broadband service to his new home by an agreed date.

The Adjudicator did not find any evidence to justify the entire amount sought by the customer. The customer was only entitled to £150.00 as damages for stress and the refund of a part subscription of £11.49 which the company had agreed to refund. The total amount awarded was £161.49.

CASE 11

Service suspended for suspected fraud

The company suspected fraud on the customer's broadband account and they suspended service for two days. Following an investigation no fraud was found. The company sent the customer a letter of apology, an explanation and a goodwill offer of £100.00 in addition to waiving an early termination fee. The customer claimed £500.00.

The Adjudicator found the offer of the company to be reasonable and proportionate.

Website Statistics for 2009 (www.CISAS.org.uk)

As the new CISAS website was launched in August 2009, statistics for the site are only available from September 2009.

Total hits history for 2009:

September 2009:	30,477
October 2009:	74,399
November 2009:	72,643
December 2009:	57,369

Report by the IDRS Independent Reviewer



I fulfilled my second year as Independent Complaints Reviewer for IDRS during 2009. In this time I investigated three complaints. These complaints were submitted by complainants who remained dissatisfied with the service they had received from IDRS. They had all been through IDRS internal processes and had been investigated by the Managing Director.

Each complaint was investigated by a review of all documentation and, where appropriate, a further discussion with the complainant. The matters complained about, which fell within my remit, included:

- Failure to meet published time scales and published procedures
- Further delays in investigation
- of Managing Director in the process
- Investigation at Stage Two of the Complaint Process
- Evidence of bias on the part of IDRS
- Quality and clarity of Guidance Notes provided by IDRS
- Discourtesy
- Accuracy of calculations
- Administration of redress

I have investigated each complaint in detail, initially producing a chronology which was confirmed as accurate with both IDRS and the complainant. Once that had been agreed, I then produced a report, confirming my findings and either upholding the original complaint or not, as I considered appropriate, depending on the findings. My findings were as follows. I found:

- Evidence of some delays in the administration of some complaints
- IDRS followed their published procedures in the majority of the complaints investigated
- In respect of some complaints, signposting to the next stage was not always followed
- Some evidence of mal-administration in the processing of some complaints
- Some complainants had not received accurate information during the complaint investigation process
- Procedures for financial redress were not always followed

As well as providing a report to the complainant, I have also made a number of operational recommendations to IDRS. As a result of these recommendations I was requested to conduct a comprehensive review of the complete complaint handling operation. I did this, using Quality Assurance guidance from the British Standards Complaint Handling Standards BS 8600-1999, and made a number of recommendations. As a result of these IDRS have amended their current processes, and launched a revised Complaint Procedure on 1st January 2010. This included a revision to the stages, supported by new information leaflets, and comprehensive documentation. It is hoped that this will prove of assistance to future complainants. Since that date I have not had any complaints referred to me, indicating that the new process is working well to the benefit of the complainant. I will be monitoring the situation throughout the year, and will report on my findings in next year's report.

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.