



Independent Arbitration Service Cavity Insulation Guarantee Agency (CIGA) & the Installation Assurance Authority (IAA)

Service Rules

These Rules apply to application forms received by Centre for Effective Dispute Resolution (CEDR) on or after **1 April 2025** and should be read in conjunction with the guidance that can be found on the CEDR website.

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

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1. Introduction

1.1 The Independent Arbitration Service for Cavity Insulation Guarantee Agency (CIGA) and the Installation Assurance Authority (IAA) (“the Service”) is administered by Centre for Effective Dispute Resolution (“CEDR”). CEDR are an independent resolution body that operates the Service under approval from the competent authority, the Chartered Trading Standards Institute (CTSi). The Service uses an arbitration process (“the Arbitration”), which provides a legally binding and independent way of resolving disputes between two parties:

- 1.1.1 “the Registered Installer”, defined as an installer registered with CIGA or the IAA in relation to a property where there is a valid guarantee issued by CIGA or the IAA (“the Guarantee”), and who has liability under the Guarantee; and
- 1.1.2 a customer of the Registered Installer (“the Customer”).

The Registered Installer and the Customer will be known as “the Parties”. A full list of registered installers is available to view online: for [CIGA](#) and for the [IAA](#).

NB. Where CIGA or the IAA has stepped in and assumed responsibility under the Guarantee, CIGA or the IAA will take the place of the Registered Installer for the purposes of the Arbitration.

1.2 To apply to use the Service, the Customer must have been provided with a notice by either CIGA or the IAA (whichever is relevant) signposting them to CEDR (“the Referral Notice”). To use the Service, the Customer must send a completed application form (“the Application”) to CEDR setting out their complaint, along with the appropriate registration fee (set out at Rule 6.1). Use of the Service is mandatory for all Registered Installers if a valid Application is submitted to CEDR. The Registered Installer is required to participate in good faith and failure to do so will lead to sanctions being imposed by CIGA or the IAA (whichever is relevant) as they see fit.

1.3 Where applicable under these Rules, an independent arbitrator will be appointed by CEDR from its Arbitration Panel to decide the outcome of the complaint (“the Arbitrator”). The Arbitration will be governed by the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force (“the Act”). The Arbitration will be deemed to take place in London, United Kingdom. The Arbitrator’s award (as set out at Rule 4.6) is final and legally binding on the Parties, subject only to the Parties’ rights under the provisions of the Act to appeal an award in the courts and the process set out at Rule 8.2.

1.4 The Customer can use the Service if they have not been able to settle a complaint with the Registered Installer after 41 working days have passed since first complaining to the Registered Installer, or if the Registered Installer has provided the Customer with notice that it is unable to resolve the complaint (i.e. the complaint has reached a “Deadlock”), and all of the following criteria are met:

- 1.4.1 the complaint was made to the Registered Installer within the following time periods:
 - 1.4.1.1 25 years from the date of installation in the case of cavity wall insulation, room in roof insulation, underfloor insulation, external solid wall insulation, internal solid wall insulation and hybrid solid wall insulation;
 - 1.4.1.2 six years from the date of installation in the case of solar PV (photovoltaic), solar thermal, air source heat pumps, ground source heat pumps, battery storage and flat roof insulation;
 - 1.4.1.3 two years from the date of installation in the case of loft insulation, heating controls, boilers, electric storage heaters and draughtproofing; and
- 1.4.2 the complaint was escalated to CIGA or the IAA (whichever is relevant); and
- 1.4.3 CIGA or the IAA (whichever is relevant) has provided the Customer with a Referral Notice.

1.5 Applications to the Service will be accepted from Customers or their appointed representatives. A representative can only be appointed if:

- 1.5.1 the Customer provides, with their application to the Service, signed authority confirming that they agree to the representative acting on their behalf; or
- 1.5.2 the representative provides, with the application to the Service, a valid legal document giving them authority to act on the Customer’s behalf (e.g. a valid will or lasting power of attorney).

1.6 An arbitrator appointed under these Rules will make a decision by considering the information received from the Parties, the Act, the Guarantee, and those laws, regulations, codes of practice, contracts and guidance documents that an arbitrator considers to be relevant.

1.7 Any decision made by an arbitrator applies only to the specific complaint referred to the Service. Under no circumstances do decisions made by arbitrators set precedents for other complaints.

2. What the Service covers

2.1 The Service can be used to resolve complaints between a Customer and a Registered Installer where all of the following conditions are met:

- 2.1.1 the complaint relates to the property for which the Guarantee has been issued; and
- 2.1.2 the complaint is in respect of installations of the following products: cavity wall insulation; loft insulation; room in roof insulation; underfloor insulation; flat roof insulation; external solid wall insulation; internal solid wall insulation; hybrid solid wall insulation; heating controls; solar PV (photovoltaic); solar thermal; air source heat pumps; ground source heat pumps; battery storage; boilers; electric storage heaters; draughtproofing; and
- 2.1.3 the installation has not been disturbed prior to the opportunity for investigation by CIGA or the IAA, except where the presence of disturbance is disputed by one or both of the Parties.

N.B. All issues in relation to the Guarantee that are in dispute between the Parties (and that the Customer wishes to pursue) at the time that the claim is made to the Service must be raised by the Customer in their Application.

2.2 The Service cannot consider complaints, or parts of complaints, which fall into one or more of the following categories:

- 2.2.1 applications made to the Service by (or, in the case of nominated representatives under Rule 1.5, on behalf of) someone who does not fall within the definition of a 'Customer' in Rule 1.1.2;
- 2.2.2 complaints made against a company that is not a 'Registered Installer' within the definition set out at Rule 1.1.1;
- 2.2.3 complaints where the Customer has not met the requirements in Rule 1.4 in relation to attempting to resolve their complaint;
- 2.2.4 applications received by the Service more than 12 months from the date on which the Customer received the Referral Notice, unless the Parties agree to extend this timeframe. For notices sent by post, in the absence of evidence of an alternative date of receipt, this timeframe will begin three working days after the date on which the notice was sent to the Customer;
- 2.2.5 complaints that contain no aspect relating to the issues set out at Rule 2.1;
- 2.2.6 applications where the remedies requested exceed the maximum set out in the Guarantee;
- 2.2.7 complaints, which in the opinion of CEDR, are more appropriately dealt with by a court, regulatory body, or other formal process;
- 2.2.8 complaints that CEDR considers to be frivolous and/or vexatious;
- 2.2.9 complaints that are the subject of either:

- 2.2.9.1 an existing application made by the Customer; or
 - 2.2.9.2 a previous valid application that reached a resolution through the Service, whether by settlement or by arbitration, by the Customer;
 - 2.2.10 complaints that have been, or are, 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 complaints about the fairness of the Registered Installer's general commercial practices and/or commercial decisions;
 - 2.2.12 complaints about one or more of the following matters:
 - 2.2.12.1 consequential or indirect loss outside of the scope of the Guarantee, such as soft furnishings, clothing, carpets and curtains;
 - 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 complaints that have been agreed by the Parties to be settled before the date on which the Application was sent to the Registered Installer (in line with Rule 4.1.3), unless CEDR considers that the terms of that settlement have not been fulfilled within a reasonable time;
 - 2.2.14 where, in the opinion of CEDR, the details of the complaint set out in the Application materially differ from the details that were provided by the Customer when following the complaints procedure set out in Rule 1.4;
 - 2.2.15 applications where the Customer has not requested any of the remedies set out at Rule 3.2;
 - 2.2.16 complaints that would seriously impair the effective operation of CEDR if considered.
- 2.3 If the whole complaint falls outside the scope of the Service, it will be withdrawn from the Service, and 75% of the registration fees paid by the Parties (set out at Rule 6.1) will be refunded. If part of the complaint falls outside the scope of the Service but part is in scope, only the part that is in scope will proceed (unless it is not practicable to do so), and the Parties' registration fees will not be refunded.
- 2.4 Any complaint, or part of a complaint, that falls outside the scope of the Service can proceed if the Registered Installer and CEDR gives its express agreement for this to happen.

2.5 Making an application to the Service does not take away the Customer's duty to pay the Registered Installer any amounts billed or charged.

3. Applying to use the Service

3.1 To apply to use the Service, the Customer must send to CEDR a completed application form alongside the Referral Notice and the appropriate registration fee. Application forms are available from CIGA or the IAA (whichever is relevant) and will be provided at the same time as the Referral Notice. If a Customer requires any special assistance with their application they can contact CEDR and reasonable adjustments will be made in line with CEDR's reasonable adjustments policy, which can be found [here](#).

3.2 In the Application, the Customer must request at least one of the following remedies from the Registered Installer (the requested remedies must be able to be directed by an arbitrator in line with Rule 5.4, and must only affect and/or apply to the Customer):

- 3.2.1 the Registered Installer provides them with an apology;
- 3.2.2 for the Registered Installer to complete specified works to rectify a defect in the materials or workmanship, or damage that directly results from such (a monetary payment may not be awarded by the Arbitrator in relation to this);
- 3.2.3 the Registered Installer makes them a payment that must total no more than £100.00 for any distress and/or inconvenience that the Customer has suffered as a result of the standard of customer service in relation to how the complaint itself was handled.

N.B.

- The value of the specified works in Rule 3.2.2 must not exceed the maximum set out in the Guarantee.
- The Arbitrator's power (set out at Rule 5.4.2) to direct a remedy under Rule 3.2.2 is subject to the overall cumulative limit set out in the Guarantee (inclusive of VAT (if any)), across all cases involving the same parties, the same property and the same Guarantee.

3.3 The Application should include details of:

- 3.3.1 the service provided by the Registered Installer that the complaint is about;
- 3.3.2 the background to the complaint;
- 3.3.3 the precise issues that are in dispute;
- 3.3.4 the steps already taken to attempt to reach a resolution with the Registered Installer;
- 3.3.5 the reasons for requesting the remedy or remedies asked for; and

- 3.3.6 the reasons for the amount of any money requested for distress and/or inconvenience.
- 3.4 The Customer should provide with the Application any relevant documents and/or evidence that supports their complaint. It is the Parties' responsibility to provide the documents and/or evidence that they wish to rely on. CEDR only has access to information and evidence that the Parties have specifically provided in connection with the complaint.
- 3.5 The Customer is encouraged to clarify the remedy or remedies requested in as much detail as possible, but a failure to do this will not make the Application invalid unless Rule 2.2.15 applies.

4. The Arbitration process

4.1 The Application

- 4.1.1 When the Application is received along with any supporting documents, CEDR will make an initial assessment within 15 working days as to whether or not the Application appears to meet the requirements of Rules 2 and 3 (NB. This initial assessment does not prevent the complaint from being withdrawn from the Service at a later date in line with the objection process (at Rule 4.4) or an arbitrator's powers (at Rule 5.2)).
- 4.1.2 When the Application is processed by CEDR, a case reference number will be given to the Parties. The Parties must quote this case reference number in all communication with CEDR regarding the complaint.
- 4.1.3 If the Application is initially assessed as appearing to meet the requirements of Rules 2 and 3, CEDR will notify the Registered Installer by sending an electronic copy of the Application, and any supporting documents that the Customer has provided, to the Registered Installer ("the Notification").
- 4.1.4 If CEDR sends the Notification to the Registered Installer before 4.00pm, the Registered Installer is considered to have received it on that day. If CEDR sends the Notification at or after 4.00pm, the Registered Installer is considered to have received it on the following working day.
- 4.1.5 Once the Notification is considered to have been received by the Registered Installer, the Registered Installer has 15 working days to take one of the following actions (in exceptional circumstances, CEDR may, at its own discretion, grant the Registered Installer an extension to this deadline):
- 4.1.5.1 notify CEDR, in line with Rule 4.2, that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2; or

- 4.1.5.2 confirm to CEDR that it wishes to settle the complaint in line with Rule 4.3; or
 - 4.1.5.3 object, in line with Rule 4.4, to the complaint being considered by CEDR to fall within the scope of the Service; or
 - 4.1.5.4 submit to CEDR its written response to the Customer's complaint ("the Response") in line with Rule 4.5.
- 4.1.6 Once the Application is submitted to CEDR, an amendment to any aspect of it, or addition of further evidence or submissions, can only be requested by the Customer if none of the following apply:
- 4.1.6.1 the complaint has been resolved as settled in line with Rule 4.3;
 - 4.1.6.2 the complaint has been withdrawn in line with Rule 4.4 because it is out of scope;
 - 4.1.6.3 the Registered Installer has submitted the Response to the complaint in line with Rule 4.5.

If the Customer requests to amend any aspect of the Application or to add further evidence or submissions, they must contact CEDR with the amendments and/or additions and give reasons why they should be taken into account. It will be at the sole discretion of CEDR whether or not to allow this. If it is allowed, the Registered Installer will be sent the updated information and the timeframe for the Registered Installer to take one of the actions in Rule 4.1.5 will be restarted.

4.2 Remedy Review

- 4.2.1 Within the timeframe at Rule 4.1.5, the Registered Installer can notify CEDR that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2 (a "Remedy Review" request).
- 4.2.2 To make a Remedy Review request, the Registered Installer must contact CEDR and specify the reason(s) as to why one or more remedies, or an aspect of those remedies, that the Customer has requested requires a Remedy Review.
- 4.2.3 An arbitrator will consider the Registered Installer's Remedy Review request and decide whether or not they agree that the Registered Installer has shown that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2. CEDR will aim to communicate the outcome of the Remedy Review to the Parties within two working days of the Remedy Review being requested.
- 4.2.4 When a request for a Remedy Review is made, the timeframe at Rule 4.1.5 will be put on hold until the outcome of the Remedy Review is communicated to the Parties by CEDR.
- 4.2.5 If an arbitrator does not agree the Registered Installer has shown that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2, the complaint will remain active and an additional two

working days will be added to the remaining timeframe for the Registered Installer to take one of the actions in Rule 4.1.5. This time extension can only be applied once, and no time extensions will be given to any subsequent rejected Remedy Review requests.

- 4.2.6 If an arbitrator agrees that the Registered Installer has shown that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2, CEDR will notify the Customer. The Customer will be given 10 working days to change their requested remedies so that they meet the requirements of Rule 3.2 if they wish to.
- 4.2.7 At the expiry of the 10 working days, CEDR will communicate to the Registered Installer any changes that the Customer has made to their requested remedies and the timeframe will be restarted for the Registered Installer to take one of the actions in Rule 4.1.5.
- 4.2.8 If an arbitrator is subsequently appointed to make a decision on the complaint, all details of the Remedy Review will be given to that arbitrator.

4.3 Settlements

- 4.3.1 If the Registered Installer agrees to give the Customer all the remedies requested (subject to Rule 4.3.2) in the Application (a "Settlement in Full"), the Registered Installer must notify CEDR of this within the timeframe set out at Rule 4.1.5.
- 4.3.2 A Settlement in Full is generally reached where the Registered Installer agrees to provide all of the remedies requested in the Application. However, in the event that the Customer has requested one or more remedies (or an aspect of those remedies) that do not meet the requirements of Rule 3.2, the Registered Installer need only agree to provide those remedies that meet the requirements of Rule 3.2, provided that the Remedy Review process set out at Rule 4.2 has been followed.
- 4.3.3 When CEDR receives notification from the Registered Installer that a Settlement in Full has been reached, CEDR will close the complaint as resolved. In order to fulfil the settlement, the Registered Installer must provide the Customer with all these remedies within 20 working days of CEDR closing the complaint as resolved, unless an alternative timeframe has been agreed between the Parties.
- 4.3.4 If the Customer considers that the settlement offered by the Registered Installer under Rule 4.3.1 is not a Settlement in Full, the Customer must notify CEDR within 20 working days of the date on which CEDR closed the complaint as resolved (in exceptional circumstances, CEDR will allow such a notification outside of this timeframe). When notifying CEDR of this, the Customer must detail which of the remedies have not been offered. CEDR will then consider whether or not a Settlement in Full has been offered by the Registered Installer. If CEDR considers that a Settlement in Full has been offered by

the Registered Installer, the complaint will remain closed as resolved. If CEDR considers that the settlement offered by the Registered Installer is not a Settlement in Full, the timeframe will be restarted for the Registered Installer to take one of the actions in Rule 4.1.5.

4.3.5 If the Registered Installer reaches any other resolution with the Customer to settle the complaint (a “Negotiated Settlement”), the Registered Installer must notify CEDR of this within the timeframe set out at Rule 4.1.5. At the same time, the Registered Installer must provide CEDR with evidence of the offer made to the Customer and evidence confirming that the Customer has accepted that offer in full and final settlement, and therefore closure, of their complaint. When CEDR receives evidence of the Negotiated Settlement from the Registered Installer, CEDR will close the complaint as resolved. If evidence of the Negotiated Settlement is not provided, the complaint will remain active. In order to fulfil the settlement, the Registered Installer must provide the Customer with all the agreed remedies within 20 working days of CEDR being notified of the Negotiated Settlement, unless an alternative timeframe has been agreed between the Parties.

4.3.6 If the Customer considers that the Registered Installer has not fulfilled the Settlement in Full or Negotiated Settlement, the Customer must notify CEDR within 20 working days of the expiry of the relevant timeframe (in exceptional circumstances, CEDR will allow such a notification outside of this timeframe). When notifying CEDR of this, the Customer must detail which of the remedies have not been provided. Upon the Customer notifying CEDR that one or more remedies remain outstanding, CEDR will consider whether or not the settlement appears to have been fulfilled. If CEDR considers that the settlement does not appear to have been fulfilled, it will re-open the complaint and give the Registered Installer five working days to either show that the remedies required under the settlement have been provided, or object to the complaint being considered by CEDR (in line with Rule 4.4), or to submit the Response (in line with Rule 4.5). If the Registered Installer provides sufficient evidence showing that the settlement has been fulfilled, the complaint will be closed as resolved. If the Registered Installer does not provide sufficient evidence showing that the settlement has been fulfilled, the complaint will proceed in line with Rule 4.6.

4.4 Objections

4.4.1 Within the timeframe at Rule 4.1.5, the Registered Installer can object to the complaint being considered by CEDR to fall within the scope of the Service. For clarity, the Registered Installer can object if it considers the complaint to fall partly or entirely outside the scope of the Service.

- 4.4.2 In making an objection, the Registered Installer must contact CEDR and specify one or more reasons in Rule 2.2 as to why part or all of the complaint falls outside the scope of the Service. The Registered Installer must show why part or all of the complaint falls outside the scope of the Service.
- 4.4.3 An arbitrator will consider the objection and decide whether or not they agree that the Registered Installer has shown that part or all of the complaint falls outside the scope of the Service. CEDR will aim to communicate this to the Parties within two working days of the objection being received.
- 4.4.4 When an objection is made, the timeframe at Rule 4.1.5 will be put on hold until the outcome of the objection is communicated to the Parties by CEDR.
- 4.4.5 If an arbitrator does not agree that the Registered Installer has shown that any part of the complaint falls outside the scope of the Service, the objection will be rejected. If the objection is rejected, the complaint will remain active and an additional two working days will be added to the remaining timeframe in Rule 4.1.5 for the Registered Installer to request a Remedy Review, to settle the complaint, to make a further objection or to submit the Response to CEDR. This time extension can only be applied once, and no time extensions will be given to any subsequent rejected objections. If an arbitrator is subsequently appointed to make a decision on the complaint, all details of the objection will be given to that arbitrator.
- 4.4.6 If an arbitrator agrees that the Registered Installer has shown that all of the complaint falls outside the scope of the Service, the objection will be upheld. If the objection is upheld, the Customer will be given 10 working days to provide reasons and/or further evidence as to why part or all of the complaint falls within the scope of the Service, if they wish to do so. An arbitrator will then consider whether or not to reject the objection (NB. The arbitrator may agree to only part of the complaint continuing). CEDR will aim to communicate this to the Parties within two working days. At this point, it is for the Customer to show why part or all of the complaint falls within the scope of the Service.
- 4.4.7 If an arbitrator agrees that the Registered Installer has shown that part of the complaint falls outside the scope of the Service, the objection will be upheld in relation to that part only. If the objection is upheld in relation to that part, the Customer will be given 10 working days to provide reasons and/or further evidence as to why part or all of the complaint falls within the scope of the Service, if they wish to do so. An arbitrator will then consider whether or not to reject the objection (NB. The arbitrator may agree to only part of the complaint continuing). CEDR will aim to communicate this to the Parties within two working days. At this point, it is for the Customer to show why part or all of the complaint falls within the scope of the Service.

4.4.8 Following the completion of the relevant process under either Rule 4.4.6 or Rule 4.4.7, if an arbitrator decides that part or all of the complaint falls within the scope of the Service, the objection will be rejected and the timeframe will be restarted for the Registered Installer to take one of the actions in Rule 4.1.5. If an arbitrator decides that no part of the complaint falls within the scope of the Service, the complaint will be withdrawn from the Service. The decision to withdraw the complaint from the Service is final and cannot be reviewed or appealed.

4.5 The Response

- 4.5.1 When CEDR receives the Response, a copy of it will be sent to the Customer.
- 4.5.2 If the Registered Installer does not submit the Response to CEDR within the timeframe set out at Rule 4.1.5 (including any relevant variations to this timeframe made in Rules 4.2, 4.3 and 4.4), the Arbitrator will have the power to make a decision considering only the information provided by the Customer as set out at Rule 5.2.3.
- 4.5.3 Upon receipt of the Response, or the expiry of the timeframe at Rule 4.5.2, CEDR will appoint the Arbitrator to decide the outcome of the complaint.
- 4.5.4 The Customer has 10 working days from the date on which the Response is sent to them to provide any comments on the Response (in exceptional circumstances, CEDR may, at its own discretion, grant the Customer an extension of the deadline for providing comments on the Response). The Customer does not have to provide comments on the Response. If the Customer does provide comments on the Response, those comments can only relate to points raised in the Response and must not introduce any new matters. Any new matters put forward by the Customer at this stage will not be taken into account by the Arbitrator when making their decision.
- 4.5.5 If the Customer makes any comments on the Response, CEDR will send a copy of those comments to the Registered Installer for their information only.
- 4.5.6 Any further comments, information and/or evidence received from the Parties after this point will be sent to the Arbitrator. However, the Arbitrator will have the power to decide whether or not to take some or all of the comments, information and/or evidence into account (as set out at Rule 5.2). If the Arbitrator decides to take such further comments, information and/or evidence into account, these will be shared with the other party for their information only.

4.6 The Proposed and Final Awards

- 4.6.1 The Arbitrator appointed under these Rules will produce a written proposed decision on the complaint (“the Proposed Award”) by considering the information received from the Parties, the Code, and those laws, regulations, codes of practice, contracts and guidance documents that the Arbitrator considers to be relevant. The Proposed Award will generally be issued within 20 working days of the Arbitrator being appointed in line with Rule 4.5.3.
- 4.6.2 The Proposed Award will be set out in writing and will include full reasons for the outcome reached.
- 4.6.3 Once CEDR receives the Proposed Award from the Arbitrator, it will be sent to the Parties simultaneously.
- 4.6.4 The Parties have 10 working days from the date on which the Proposed Award is sent to them to provide any comments on the Proposed Award (in exceptional circumstances, CEDR may, at its own discretion, grant the Parties an extension of the deadline for providing comments on the Proposed Award). The Parties do not have to provide comments on the Proposed Award. If one or both of the Parties do provide comments on the Proposed Award, those comments can only relate to points raised in the complaint and must not introduce any new matters. Any new matters put forward by the Parties at this stage will not be taken into account by the Arbitrator.
- 4.6.5 If one or both of the Parties make any comments on the Proposed Award, CEDR will send a copy of those comments to the other party for their information only.
- 4.6.6 Any comments on the Proposed Award provided by the Parties will be forwarded to the Arbitrator, who will consider such comments (subject to the restrictions set out at Rule 4.6.4). The Arbitrator has the power to make any amendments they consider appropriate to the Proposed Award before producing a written final decision on the complaint (“the Final Award”). The Final Award will generally be issued within five working days of the expiry of the timeframe set out at Rule 4.6.4.
- 4.6.7 Any further comments, information and/or evidence received from the Parties after the expiry of the timeframe set out at Rule 4.6.4, but before the Final Award is issued, will be sent to the Arbitrator. However, the Arbitrator will have the power to decide whether or not to take some or all of the comments, information and/or evidence into account (as set out at Rule 5.2). If the Arbitrator decides to take such further comments, information and/or evidence into account, these will be shared with the other party for their information only.
- 4.6.8 In exceptional circumstances, the Arbitrator may issue a further Proposed Award after receiving comments from one or more of the Parties. This further Proposed Award will

override any previous Proposed Award. In these circumstances, the same process set out under Rules 4.6.2 to 4.6.7 (inclusive) will be followed.

- 4.6.9 Once CEDR receives the Final Award from the Arbitrator, it will be sent to the Parties simultaneously.
- 4.6.10 Unless otherwise set out by the Arbitrator, the Award must be complied with by all Parties within 20 working days of the Award being sent to the Parties.
- 4.6.11 The Final Award is final, subject only to the Parties' rights under the Act to appeal the Award in the courts and the process set out at Rule 8.2.

4.7 Compliance with the Final Award

- 4.7.1 If the Final Award directs the Parties to take any of the actions set out at Rule 5.4, the Parties must comply with the Final Award by completing the necessary action(s) within 20 working days from the date on which CEDR provides the Final Award to the Parties, or any other time period specified in the Final Award.
- 4.7.2 If one of the Parties considers that the Final Award has not been complied with within the timeframe set out at Rule 4.7.1, they may notify CEDR. When notifying CEDR of this, the aspect(s) of the Final Award that has not been complied with must be detailed. CEDR will then consider whether or not the Final Award appears to have been complied with. If CEDR considers that the Final Award appears to have been complied with, the complaint will be closed (this will not affect the Parties' rights under the provisions of the Act to enforce and/or appeal an award in the courts). If CEDR considers that the Final Award does not appear to have been complied with, CEDR will request that the Parties comply with the Final Award.
- 4.7.3 In the event that a dispute arises between the Parties regarding compliance at any point, the Arbitrator may at their sole discretion consider whether or not the Final Award has been complied with. If the Arbitrator considers that the Final Award has been complied with, the complaint will be closed (this will not affect the Parties' rights under the provisions of the Act to enforce and/or appeal an award in the courts). If the Arbitrator considers that the Final Award has not been complied with, the Arbitrator will request that the Parties comply with the Final Award.
- 4.7.4 For clarity, regardless of whether or not the processes set out at Rules 4.7.2 and 4.7.3 are used, and irrespective of any view(s) that CEDR and/or the Arbitrator expresses relating to compliance with the Final Award, this will not affect the Parties' rights under the provisions of the Act to enforce and/or appeal an award in the courts.

- 4.7.5 In the event that non-compliance with the Final Award continues, CEDR will report the non-compliance to either CIGA or the IAA and this may lead to sanctions being imposed on the Registered Installer by CIGA or the IAA (as they see fit).
- 4.7.6 CEDR is unable to enforce compliance with the Final Award, nor is CEDR able to apply penalties or sanctions for non-compliance with the Final Award.

5. Powers of the arbitrator

- 5.1 Arbitrators will be fair and unbiased throughout the Arbitration process and will make decisions that are based on the information received from the Parties, the Act, the Guarantee, and those laws, regulations, codes of practice, contracts and guidance documents that an arbitrator considers to be relevant. Arbitrators will act as quickly and efficiently as possible, considering complaints in a fair and reasonable way.
- 5.2 The Arbitrator will have the widest discretion permitted by law to resolve the complaint in a final manner in accordance with natural justice. In particular, an arbitrator has the power to do any of the following:
- 5.2.1 change any of the time limits set out in these Rules;
 - 5.2.2 request further comments and/or evidence from the Parties, and set time limits within which the Parties must provide such comments and/or evidence;
 - 5.2.3 proceed with the Arbitration process if either of the Parties does not keep to these Rules, or any instruction or direction made under these Rules;
 - 5.2.4 consult any evidence not provided by either of the Parties, which the arbitrator considers to be necessary to make a decision. If this power is used, the Parties must be given an opportunity to provide comments on this evidence (NB. This power does not apply to evidence that the Parties ought reasonably to be aware of or have access to; the law, any legal or regulatory requirements; and, any other published industry guidance);
 - 5.2.5 take into account any evidence provided by either of the Parties that the arbitrator considers to be relevant to matters already raised in the complaint. If this power is used, the party that did not provide the evidence must be given an opportunity to comment on it;
 - 5.2.6 withdraw a complaint from the Service if, in their opinion, the entirety of the complaint falls outside the scope of the Service (this decision cannot be reviewed or appealed);
 - 5.2.7 close a complaint as resolved if the Parties settle their complaint before the Award is made;
 - 5.2.8 determine whether or not the Registered Installer has fulfilled a settlement, in the event that a dispute arises between the Parties regarding its fulfilment;

5.2.9 consider whether or not the Parties have complied with the Award, in the event that a dispute arises regarding compliance.

5.3 Neither of the Parties can challenge an arbitrator's use or non-use of the powers set out at Rule 5.2.

5.4 Within the Award, the Arbitrator can direct the following:

- 5.4.1 that the Registered Installer provides the Customer with a written apology (NB. the Arbitrator cannot direct an apology from a specific individual or team);
- 5.4.2 that the Registered Installer completes specified works to rectify a defect in the materials or workmanship, or damage that directly results from such (a monetary payment may not be awarded by the Arbitrator in relation to this);
- 5.4.3 that the Registered Installer pays the Customer a sum of money that does not exceed £100.00 for any distress and/or inconvenience that the Customer has suffered as a result of the standard of customer service in relation to how the complaint itself was handled;
- 5.4.4 that the Registered Installer reimburses the Customer's registration fee (set out in Rule 6.1.1) to the Customer;
- 5.4.5 that the Customer pays the Registered Installer any outstanding monetary amounts.

NB.

- The value of the specified works in Rule 5.4.2 will be capped at the maximum set out in the Guarantee.
- The Arbitrator's power under Rule 5.4.2 is subject to the overall cumulative limit set out in the Guarantee (inclusive of VAT (if any)), across all cases involving the same parties, the same property and the same Guarantee.
- The Arbitrator's powers under Rule 5.4.3 and 5.4.4 will only be used where a breach of the Guarantee has been found and, in the opinion of the Arbitrator, the remedies directed in the Award exceed what has been previously offered to the Customer by the Registered Installer.
- The remedies directed by the Arbitrator must only affect and/or apply to the Parties.
- The Arbitrator will not be able to direct the Parties to take an action in breach of applicable laws and/or regulations.
- The Arbitrator will not be able to direct the Registered Installer to take an action that affects its commercial practices and/or commercial decisions.

5.5 The Arbitrator may award less than has been previously offered to the Customer by the Registered Installer. In exceptional circumstances, the Arbitrator may award more than has been requested by the Customer.

6. Costs

6.1 In order for a dispute to be dealt with by the Service, the Parties must pay the registration fees to CEDR. The registration fees must be paid in advance and are apportioned as follows (unless otherwise agreed by the Parties and CEDR):

6.1.1 The Customer will pay a registration fee of £100.00 plus VAT;

6.1.2 The Registered Installer will pay a registration fee of £450.00 plus VAT.

6.2 Subject to Rules 5.4.4 and 6.1, the Parties must pay their own costs of using the Service.

6.3 By using the Service, the Parties agree not to take legal action against each other or against CEDR to recover any registration fees paid to CEDR. This does not apply where the Parties exercise their rights under the provisions of the Act to enforce and/or appeal an award in the courts.

6.4 Neither of the Parties needs to use legal representation, although either can do so if they wish.

6.5 If either of the Parties incurs costs through the use of legal representation and/or using the Service, the Parties agree not to claim the costs of doing so from each other. This does not apply where the Parties exercise their rights under the provisions of the Act to enforce and/or appeal an award in the courts.

7. Confidentiality and data sharing

7.1 Neither of the Parties will give details of the Arbitration, including the Proposed Award or Final Award, to any person or organisation not directly involved in the Arbitration, unless:

7.1.1 it is necessary in order to enforce or appeal the Final Award;

7.1.2 it is necessary in order to seek advice on pursuing the complaint in an alternative forum;

7.1.3 it is necessary in order to seek redress from an alternative forum; or

7.1.4 CEDR gives its express written consent for such details to be shared.

7.2 By using the Service, the Parties agree that CEDR may gather, retain and publish statistics and other information in relation to complaints, whilst preserving the anonymity of the Parties.

7.3 The United Kingdom General Data Protection Regulation (UK GDPR) applies to the Service.

7.4 By using the Service, the Customer gives their consent for any relevant personal data held by the Registered Installer to be shared with CEDR and the Arbitrator for the purposes of the Arbitration process. The Parties also agree that CIGA and the IAA (whichever is relevant) shall be entitled to be informed as to the details of the Arbitration, including but not limited to the Proposed Award and Final Award.

8. Other rules

8.1 The law of England and Wales shall apply to the Arbitration. The seat of the Arbitration shall be London, United Kingdom. The Arbitrator shall determine the applicable law of any contract(s) between the Parties.

8.2 With the exception of amending the Final Award following any minor error and/or providing clarification on a specific point in the Final Award (in line with the provisions of the Act), neither CEDR nor an arbitrator will enter into correspondence with the Parties relating to the Final Award.

8.3 Neither CEDR nor the Arbitrator will be liable to the Parties for any act or omission in connection with any arbitration conducted under these Rules, save for any wrongdoing on the part of the Arbitrator arising from bad faith.

8.4 If either of the Parties has a complaint about the quality of service provided by CEDR, the complaint should be made through the published complaints procedure, copies of which are available on the CEDR website (NB. the complaints procedure cannot be used to challenge the content or outcome of an arbitrator's award, the decision process adopted by an arbitrator, or the content of these Rules).

8.5 CEDR will appoint a substitute arbitrator if the Arbitrator originally appointed is unable to deal with the complaint for any reason. CEDR will inform the Parties if such an appointment is made.

8.6 If either of the Parties sends physical documents and/or evidence to CEDR, digital copies will be made and the physical documents and/or evidence will be immediately and securely destroyed, unless the party requests their return (this request must be made at the same time as the physical documents and/or evidence are sent to CEDR). CEDR does not keep any physical documents and/or evidence on its premises.

8.7 Any reference in these Rules to 'working days' excludes Saturdays, Sundays and public holidays (i.e. bank holidays) celebrated in England and Wales. Any reference in these Rules to a specified time of day refers to United Kingdom local time.

8.8 The Service, including these Rules, may be updated from time to time. The Rules in force on the date CEDR receives the Customer's Application will apply to the complaint.

