

Schedule 5 Information for ADR Bodies

The Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, require you to supply the competent authority (Chartered Trading Standards Institute) with your Schedule 5 (annual) report when it is due.

The Schedule 5 report must be supplied every year (including when you also supply your biennial report) and must be made available on your website as per the legislation. The Schedule 5 report must be supplied to the competent authority and uploaded onto the website within a month of the anniversary of your date of approval as an approved ADR body.

All details of what must be included in the reports can be found below.

This is the minimum data required for reporting, but any other or extra data supplied would be much appreciated for further insight.

As of 1st January 2021, there have been several amendments made to the legislation due to Brexit. It is no longer a requirement of the legislation to handle cross-border disputes and report on these disputes. However, if you continue to handle cross-border disputes, we would ask that you supply any information in relation to these cases.

Additionally, if your ADR scheme's outcome is binding on either party, please provide us with the percentage of whether the outcome was ruled in the consumer or trader's favour at the end of the Schedule 5 report.

Schedule 5 – Institute of Professional Willwriters – 16th March 2022 – 15th March 2022

Information to be included an ADR entity's annual activity report

(a) the number of domestic disputes the ADR entity has received;

No. enquiries received (domestic)	No. enquiries received (cross-border)	No. disputes received (domestic)	No. disputes received (cross-border)	No. disputes accepted (continued to case) (domestic)	No. disputes accepted (continued to case) (cross-border)
4	0	4	0	4	0

(b) the types of complaints to which the domestic disputes and cross-border disputes relate;

Types of disputes:

- **Covering letter with Wills didn't make sense, which led to the complainant questioning the validity and worthiness of the Wills produced. Email to Firm questioning the content of the letter had not been acknowledged. Firm said that the letter was a template letter that had been incorrectly sent out. ADR found in favour of the complainant and a full refund of the fees paid to draft the Wills was ordered.**
- **Firm had sent complainant's fathers Will to a 3rd party - the delay had caused expense to the estate. The document had been dispatched by a 3rd party contractor storing the document on behalf of the firm. The firm acknowledged error and advised ICO of the data breach and offered a payment of £500 goodwill gesture, which was accepted by the complainant.**
- **Firm had taken over 12 months (and counting) to prepare Will. Firm said that this was due to lack of information from the complainant. ADR found that the information would not stop or delay the production of the Will and that a full refund of fees paid be made.**
- **Firm appointed to administer the estates of the complainant's parents had not proactively managed the administration of the estate, despite chasers for updates and progress. The complainant had collected in the assets of the estate, paid bills and debts and had dealt with the sale of the house in the estate. The Firm pointed out that they had obtained probate but at that time the case worker had left the company and it seems that nobody was appointed to manage the case thereafter. ADR found in favour of the complainant and awarded a significant discount on the fees expected to be charged for the work**

(c) a description of any systematic or significant problems that occur frequently and lead to disputes between consumers and traders of which the ADR entity has become aware due to its operations as an ADR entity;

None

- (d) any recommendations the ADR entity may have as to how the problems referred to in paragraph (c) could be avoided or resolved in future, in order to raise traders' standards and to facilitate the exchange of information and best practices;

Not applicable

- (e) the number of disputes which the ADR entity has refused to deal with, and the percentage share of the grounds set in paragraph 13 of Schedule 3 on which the ADR entity has declined to consider such disputes;

None

Total no. of disputes rejected	None
--------------------------------	-------------

Reason	No. rejected	Percentage of rejected
a) the consumer has not attempted to contact the trader first	0	0
b) the dispute was frivolous or vexatious	0	0
c) the dispute had been previously considered by another ADR body or the court	0	0
d) the value fell below the monetary value	0	0
e) the consumer did not submit the disputes within the time period specified	0	0
f) dealing with the dispute would have impaired the operation of the ADR body	0	0
g) other (enquired too early, not yet complained to trader, trader not member, advice call etc...)	0	0

- (f) the percentage of alternative dispute resolution procedures which were discontinued for operational reasons and, if known, the reasons for discontinuation;

	No. discontinued	Percentage of discontinued
Discontinued for operational reasons	0	0

Reasons for discontinuation:

- (g) the average time taken to resolve domestic disputes and cross-border disputes;

	Domestic	Cross-border

Average time taken to resolve disputes (from receipt of complaint)	27.5 DAYS	N/A
Average time taken to resolve disputes (from 'complete complaint file')	20.25 DAYS	N/A
Total average time taken to resolve disputes		47.75 DAYS

(h) the rate of compliance, if known, with the outcomes the alternative dispute resolution procedures (amongst your members, or those you provide ADR for)

100%

(i) This point has been removed in amendments on 1 January 2021

Please add any additional information or data you think might be useful or interesting at the bottom of this report.