

# **Report of the Customer Complaint Settlement Scheme** **Pilot Programme**

## **Introduction**

1. This report summarises the outcome of the Customer Complaint Settlement Scheme (CCSS) Pilot Programme (the Pilot Programme) and the feedback of the participating parties.

## **Background**

2. With a view to providing a more effective means of resolving contractual disputes between telecommunications service providers and their customers outside the judicial system, OFTA proposed in 2007 the setting up of a voluntary alternative dispute resolution (ADR) scheme for the telecommunications industry. An effective ADR scheme can offer the parties a quick and economical way to resolve disputes with less legal formality and obviate need for expensive legal cost. The idea was based on similar schemes in force in overseas economies for resolving contractual disputes in relation to telecommunications or communications services.

3. In September 2007, OFTA conducted an industry workshop to explain the proposed ADR scheme. After the workshop, some service providers expressed interest to participate in the scheme. With the assistance of the Hong Kong International Arbitration Centre (HKIAC), which provided the adjudication services free of charge, OFTA conducted the Pilot Programme for a period of 18 months from September 2008 to February 2010<sup>1</sup>.

4. The objective of the Pilot Programme was to test the practicality of the procedures and the efficacy of the concept of a CCSS under the Hong Kong environment. Given such an objective, the Pilot Programme was conducted purposely on a limited scale and cases were referred to the programme by the participating operators with the consent of the customers concerned. Cases referred to the Pilot Programme were those that had come to a deadlock i.e. the service provider and the customer cannot resolve the matter by themselves through negotiation. OFTA contributed staff and other resources to administer

---

<sup>1</sup> From February 2010, the Pilot Programme did not accept any new case but continued to process uncompleted cases accepted before February 2010.

the Pilot Programme.

### **Modus Operandi of the Pilot Programme**

5. The Pilot Programme follows a two-stage approach. The first stage is concerned with **mediation**. As soon as a customer complaint was referred to the programme, OFTA staff would collect information from the operator and the customer relating to the issues under dispute. With a view to assisting the parties to reach a mutually acceptable agreement to resolve their dispute, OFTA staff would attempt to conduct mediation between the parties. If mediation does not result in a settlement, the case would proceed to the second stage for **adjudication**.

6. When a case is referred for adjudication, the HKIAC would assign an adjudicator to handle the case. The panel of adjudicators comprise lawyers, engineers, surveyors and other professionals with dispute resolution training, skills and experience. Before an adjudicator formally takes up a case, he or she is required to sign a statement of independence and his or her curriculum vitae would be passed to the participating operator and the customer for consideration and acceptance.

7. Both parties may have one round of submission. The customer would set out his case by completing a standard claim form. The operator would then submit its response in a standard reply form. Relevant supporting documents would be attached to the forms submitted by the parties. If needed, the adjudicator might request further information and clarifications from either side. Save for exceptional matters, no in-person hearing would be conducted in any adjudication. The adjudication would be conducted in either Chinese or English, subject to the preference of language as indicated by the customers. No legal representation for the customer or operator is allowed. If the adjudicator requires expert advice or translation service, the consent of OFTA has to be sought. The adjudicators shall keep confidential the matters concerning the adjudication of individual cases.

8. The adjudicator would consider the claims and evidence based on the documents and materials submitted by the operator and the customer. As soon as practicable, the adjudicator would make a decision with one of the following outcomes: (a) a conclusion that the customer's case has no merit; or (b) a

requirement that the operator should waive charges, pay compensation, make refund payments, take certain practical action to resume or provide services to the customer, terminate the service contract without imposing early termination charges, or apologise to the customer. The limit of awarding compensation or refund, or waiving charges, was set at HK\$10,000.

9. The adjudicator might review his own decision upon the request of the customer or the operator, on the grounds of unfairness of the decision, a failure to examine the evidence or an inaccurate interpretation of the law. On receipt of a request for review, the adjudicator would decide whether there is a need to review the decision. Where a review should be conducted, the adjudicator may either affirm the original decision, or replace the original decision with a new decision in full or in part. Other than the review, there is no other appeal mechanism. The operator has to comply with the adjudicator's decision after the customer has indicated acceptance of the decision. In case the customer does not accept the decision and after a review (if any), the case would be closed and the customer is free to seek separate legal redress. The Adjudication Rules of the Pilot Programme are at Appendix I. A flowchart depicting the operation of the Pilot Programme is given at Appendix II.

### **Statistics on Cases and Outcome**

10. During the 18-month pilot run, the three participating companies referred a total of 18 cases to the Pilot Programme. A breakdown of the services that form the subject matters of the 18 cases is set out in the table below:

<b><u>Service</u></b>	<b><u>Number of Cases</u></b>
Value-added services	6
Mobile	5
IDD	3
Fixed line	1
Broadband	1
Broadband bundled with pay TV	1
Pay TV	1
<i>Total</i>	<i>18</i>

11. 16 out of the 18 cases were consumer complaints while the remaining two related to commercial customers. All six value-added cases related to content services subscribed by customers of broadband services. As for the five mobile cases, three related to mobile data charges, one was concerned with roaming voice dispute and one with provision of mobile equipment. The type of the services dealt with by the Pilot Programme spans the full range of communications services that are currently available in the market.

12. The operational process of the Pilot Programme was designed to comprise four steps i.e.

Step 1 - on case referral and information collection

Step 2 – mediation

Step 3 – adjudication

Step 4 – review of the adjudicator’s decision

13. However, not every case would have to go through all the steps for resolution. If a dispute could be successfully resolved through mediation (i.e. Step 2 of the Pilot Programme), the case would not proceed further to adjudication. At any stage, the customer might exit the Pilot Programme and the case would not be further pursued.

14. In the Pilot Programme, six out of the 18 cases were successfully mediated and resolved without the need to go to Step 3 for adjudication. The rest of the 12 cases were submitted to the adjudicators for decisions, with 11 cases being further handled in the final stage where requests for the review of the adjudicator’s decision were made. The following table sets out the distribution of cases that were concluded at the three different stages following case referral:

<b><u>Stage at which the case ended</u></b>	<b><u>Number of cases</u></b>
Step 2 – mediation	6
Step 3 – adjudication	1
Step 4 – review of the adjudicator’s decision	11 <sup>2</sup>
<i>Total</i>	<i>18</i>

---

<sup>2</sup> As of 8 June 2010, there is still one uncompleted case at the review stage.

15. Among the 12 adjudicated cases, parties in only one case did not request for review of the Adjudicator's decision. As for the rest of the 11 cases which had proceeded to *step 4 (review of the adjudicator's decision)*, 1 case was requested by both parties, 6 by the customer and 4 by the company.

<b>Request of review of adjudicator's decision made by</b>	<b>Number of cases</b>
Customer	6 (3 requests were rejected by the adjudicator)
Company	4 (2 requests were rejected by the adjudicator <sup>3</sup> )
Customer & Company	1 (The request was not rejected by the adjudicator)
<i>Total</i>	<i>11</i> <i>(5 requests were rejected by the adjudicator)</i>

16. According to the Adjudication Rules of the Pilot Programme, when the customer or the company requested for review of the adjudicator's decision, the adjudicator would consider whether there was a need to review the decision. In the 11 cases where requests were made for review, the adjudicators rejected the requests in five cases (two requested by company and three requested by customer) but accepted the requests in other five cases (one requested by company, three requested by customer and one requested by both).

17. According to paragraph 10 of the Adjudication Rules, the adjudicator might review the decision on three grounds, namely unfairness of the decision, failure to examine the evidence or inaccurate interpretation of the law. The

---

<sup>3</sup> As of 8 June 2010, there is still one uncompleted case where the review request made by the company has not been accepted or rejected.

adjudicators' reasons for rejecting the five requests were basically that the parties could not satisfy the criteria in the Adjudication Rules. In particular, the adjudicators provided the following comments:

- (a) no new evidence or information was brought up in the submission for the request for review. There was also a comment from one adjudicator that new evidence submitted should not be considered without a satisfactory explanation on the late submission;
- (b) the submitted grounds for request of review could not be substantiated; and
- (c) the adjudicator could not make his decision based on a possible third party conduct which might involve a criminal offence<sup>4</sup>.

18. For the five cases where requests for review of the adjudicator's decisions were accepted, four adjudicators affirmed their decisions after review while one adjudicator varied his decision as to the amount payable by the customer.

19. According to the Adjudication Rules, the adjudicator's decision may be a single outcome, or any combination of seven different outcomes. The following table sets out the distribution of the seven outcomes of the eleven cases which the adjudicators had made their decisions (six made at adjudication stage and five made/affirmed after review). In most of the cases (eight out of eleven), the adjudicators granted a combination of the seven possible remedies. Since a case may involve more than one fee items, there could be different outcomes for different items in a particular case.

<b>Outcome</b>	<b>No. of cases<sup>5</sup></b>
(a) conclude that there are no merits in the customer's case	5
(b) require the company to waive charges (up to \$10,000) which have been imposed on the customer	5

---

<sup>4</sup> In one case, the customer requested for review of the adjudicator's decision based on alleged "theft" that the concerned roaming service was actually used by an unknown third party. The adjudicator considered that he has no jurisdiction over claims of criminal nature.

<sup>5</sup> The table does not include the uncompleted case, the outcome of which is uncertain.

- |     |                                                                                                                                                                                                                                                                                                                                                                                           |                |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| (c) | require the company to pay compensation or make refund payment not exceeding \$10,000 to the customer                                                                                                                                                                                                                                                                                     | 4              |
| (d) | require the company to take certain practical actions to resume or to provide new services to the customer within a reasonable period, and for the avoidance of doubt, the actions which may be required of the company in this respect shall not extend beyond the actions taken by the company in its normal provisioning of services to customers in the same category as the customer | 1              |
| (e) | require the company to terminate the service contract with the customer and to waive up to \$10,000 of financial charges for early termination of the contract                                                                                                                                                                                                                            | 4              |
| (f) | require the company to apologise to the customer in a manner which is reasonable in the circumstances                                                                                                                                                                                                                                                                                     | 2              |
| (g) | require the company or customer to do any other things that are reasonable in the circumstances and are ancillary to (a) – (f)                                                                                                                                                                                                                                                            | 6 <sup>6</sup> |

20. The outcomes of the adjudicated cases indicate that the Pilot Programme has achieved a fairly balanced result. There is more or less an even distribution of the outcomes, which suggests that it is not mainly the customer or the company who is culpable. Such results generally reflect the fact that both parties could be at fault in disputes arising from contractual relationship. A summary of the above figures is given in the table at Appendix III.

### **Statistics on duration and time spent**

---

<sup>6</sup> Among the six cases, one adjudicator urged the company to consider charging the customer at cost because of the customer's financial situation (the case was about roaming charges dispute). As for the other five cases, the adjudicators ruled that customers shall pay a service fee (as decided by the adjudicators), while one adjudicator ruled that the customer shall return the telecommunications equipment to the company and the company shall not be held responsible for the customer's subscription fee of a similar service at another service provider after the customer has stopped using the company's service.

### *Duration of cases*

21. During the Pilot Programme, the time taken for each step was recorded to establish the average timeline for completion of different stages in each case. The following periods are summarized according to the flow and operation of the CCSS Pilot Programme:

- (a) Period 1 (*part of Step 1*) - customer completes consent and claim form;
- (b) Period 2 (*part of Step 1*) – company completes reply form;
- (c) Period 3 (*Step 2 & part of Step 1*) – information collection & mediation;
- (d) Period 4 (*Step 3*) – adjudication;
- (e) Period 5 (*Step 4*) – review of decision;

22. On average, a customer took 67 days to complete his consent form and claim form, while the average duration taken by a company to submit its reply was 40 days after the administration staff received the customer's submission. It was observed that customers were generally eager to lodge their claims with the Pilot Programme because they understood that if they did so, the operator would suspend the debt collection till the adjudicator's final decision was made. Once the claim was lodged, some customers were difficult to reach, some kept changing their minds about their demands (generally demanding more) while others needed more time to reconstruct their cases before they could put down their disputes in writing. In some cases, the administration staff had to help the customers to put down in writing details of their cases in the claim form.

23. OFTA's observation is that for the long term implementation of the CCSS, the parties should take the primary responsibility of completing the forms and submitting appropriate supporting documents. If the customer fails to state his case clearly, the claim may be rejected for further processing. Likewise, if the company fails to state its case clearly in its reply or submit the relevant documents, this will work to its disadvantage in the subsequent process. Furthermore, time limit may be set for the parties to submit the forms and documents and late submission will not be accepted without the permission of the adjudicator.

### *Time spent by OFTA staff on administering the pilot programme*

24. OFTA has kept record of the actual time spent by its staff in administering the Pilot Programme. The work includes the day-to-day administration, information collection, completing questionnaire<sup>7</sup> and conducting mediation and analysis. On average, the time spent in each case was 50 hours if the case proceeded to adjudication/review stage. About 5% of the time spent by the staff was to complete the questionnaires with the parties. Without counting the time for completing questionnaires, the amount of time spent by the administration staff in the Pilot Programme was more than originally expected. This may be explained by the fact that, given the pilot nature of the Programme, parties were not familiar with its modus operandi and therefore more time would be needed in assisting the parties to prepare their cases. For certain cases, adjudicators also requested for clarification on the claims or evidence and for checking the original documents. The staff thus spent considerable time to liaise with the various parties on these matters.

25. Time could be substantially reduced if the case could be settled during the mediation stage. For two cases, settlement by mediation could be reached within 3 hours. This was probably due to the fact that mediation, unlike adjudication, is not a fact finding process. Strictly speaking, there is no evidentiary burden on the part of the parties in a mediation process. As opposed to an adjudicator, the mediator needs not apply any rule of law or rule of evidence. Therefore, much of the time that would otherwise be required to collate and clarify the evidence for analysis in an adjudication process can be saved in a mediation process.

### **Feedback of the Participating Parties**

26. Throughout the Pilot Programme, OFTA solicited the views and comments of the participating parties, including the adjudicators, the customers, the companies and the staff who administered the scheme. Their feedback is set out below:

#### *Adjudicators*

---

<sup>7</sup> For the purpose of facilitating review of the Pilot Programme, OFTA had prepared four sets of questionnaires for the participating parties including the customer, the company, the adjudicator and also the OFTA administration staff. The participating parties were invited to respond to the questionnaires after completion of each case. On many occasions, OFTA administration staff would have to contact the participating parties to complete the questionnaire or clarify the answers provided by them.

27. Three adjudicators considered that the long-term CCSS scheme should impose a fee on the party who lodged the case. This could help screen out customers wishing to come forward simply to take advantage of or abuse a system which is free of charge.

28. One adjudicator was of the view that the long-term CCSS scheme should consider awarding interest of the disputed amount to the party whose payment was withheld as a result of the dispute. Another adjudicator considered that the customer should sign an affidavit when submitting his claim and responses to the adjudicator's questions raised during the adjudication process.

29. One adjudicator commented that where the decision comprised different aspects, customer should not be allowed to pick and choose and accept selectively some aspects of the decision. Instead, he had to decide whether or not to accept the decision as a whole.

30. Three adjudicators commented that the scheme should provide a standard form for the customer or the company to submit their request for review of decision, which should clearly indicate the grounds for making the request. This would save the adjudicator's time in understanding the customer's grounds for review. According to the Adjudication Rules, a party could only request for review of decision based on (a) unfairness of the decision, (b) a failure to examine the evidence, or (c) an inaccurate interpretation of the law. Some adjudicators considered that some customers were simply repeating information or evidence they have already submitted without providing any arguments in relation to any of the above mentioned grounds.

31. One adjudicator commented that the long-term scheme should strictly observe the submission deadline for request of review of the adjudicator's decision<sup>8</sup>. Comments were also made that time for submission of claims and documents should be specified in the Adjudication Rules, subject to request for extension for consideration by the adjudicator.

32. Most adjudicators considered that customers should be given a copy of the company's submission and they should be allowed one round of response to the company's submissions before all the submissions and responses were sent to

---

<sup>8</sup> According to the CCSS Adjudication Rules, the only submission deadline applicable to the customer and the company was that for request of review of the adjudicator's decision.

the adjudicator for adjudication. For information, in the Pilot Programme, the company was given customer's submission to provide response while the customer wasn't afforded the opportunity to comment on the company's submission.

33. One adjudicator suggested that the long-term scheme shall give more flexibility to the adjudicators to request more information from the customer or the company, if needed, by means of telephone or email. In the Pilot Programme, additional information was sought through primarily physical mails.

### *Customers*

34. Other than the observation made in paragraph 22, it was found that customers agreed to refer their cases to the Pilot Programme because:

- (a) they had no alternatives ;
- (b) the scheme had a third party to adjudicate the case first instead of going to the Small Claims Tribunal right away;
- (c) they wished to settle the dispute with a fair outcome;
- (d) it saved them time and the adjudicator's decision was enforceable;
- (e) the scheme costed them nothing, and the procedures were simple and convenient (filling in forms through fax or email only and did not require the customer to submit form in person); and
- (f) the scheme could help the customers to follow up the case (the customers claimed that on their own they were often stonewalled by the companies).

35. Among the cases referred to the Pilot Programme, most had been handled by the operator for more than 2 months without success before being referred to the Pilot Programme. Three cases had even been dealt with for over one year. Almost all the customers were very dissatisfied about the operators' manner of handling their complaints, with the main reasons given below:

- (a) the company refused to negotiate settlement;
- (b) the company failed to comply with the demands in negotiating settlement; and
- (c) the company refused to admit that it was wrong.

36. Most of the customers indicated that they would refer their future disputes against operators to the CCSS. When asked whether they would be willing to pay a case fee when lodging their cases, most of the customers replied positively while a few respondents considered that the operators should shoulder the case fee. Some found a fee of less than \$100 reasonable while some considered that the case fee should depend on the disputed amount. One customer regarded that charging the customer at administration cost would be reasonable. One customer (whose case was decided not in his favour) considered that it was a waste of time to take part in the scheme because he doubted the quality of the adjudicator's work.

37. The customers preferred to have oral hearing because they could state their cases before the adjudicator, have more confidence in the adjudicator, listen to the company's submission and make immediate response. One customer claimed that he found it difficult to put down everything in writing and hence oral hearing would be more convenient to him.

38. Some customers considered the process (from the time they submitted their claim to the decision was made) lasted too long.

### *Company*

39. Companies generally favoured paper hearing because their staff were too busy to attend oral hearing. There were also comments that before reaching a decision, the adjudicator should provide an opportunity (oral hearing or at least an opportunity to provide written submission) for the relevant party to comment on or explain important evidence that the adjudicator considered prejudicial to that party's case. The adjudicator should not wrongly apply important legal principles in making a decision.

### *Administration Staff*

40. The staff found that it was generally easy to get in touch with the customers, but in a few cases customers were out of town, making it difficult to contact them. Companies were generally cooperative in providing information on the cases.

41. It was observed that some customers were unable to describe their cases

clearly, and that the administration staff needed to help them to fill in the forms and even reconstruct their cases. Some were too emotional and discontent such that they were not able to relay coherently or truthfully the facts of the cases.

**Office of the Telecommunications Authority**  
**8 June 2010**

**Adjudication Rules for Pilot Programme for  
Customer Complaint Settlement Scheme**

**1. References**

**Adjudication** means the process of adjudication of a Customer Complaint that is referred to by OFTA for adjudication under the terms and conditions of the Engagement Letter;

**Adjudicator** means a person appointed to the Panel of Adjudicators;

**Authority** means the Telecommunications Authority;

**CCSS Pilot Programme** or **Programme** means the pilot programme for customer complaint settlement scheme that is administratively run and supported by OFTA and is launched to test the operation of a scheme aimed at resolving complaints that end customers have against their communications service providers;

**Companies** means the companies that participate in the CCSS Pilot Programme, and **Company** means any of the Companies;

**Customer** means any actual or prospective user of standard services offered by any of the Companies;

**Customer Complaint** means a complaint from a Customer of a Company against the Company that has been referred to the CCSS Pilot Programme for handling;

**Engagement Letter** means the letter issued by the Authority to HKIAC dated 19 August 2008 engaging HKIAC to provide the Adjudication Service to the CCSS Pilot Programme;

**HKIAC** means Hong Kong International Arbitration Centre;

**OFTA** means the Office of the Telecommunications Authority;

## **2. General Provisions**

- (a) These rules apply to the Adjudication of a Customer Complaint by an Adjudicator;
- (b) In the Adjudication, the Adjudicator shall treat the parties fairly and equally, and shall act expeditiously;
- (c) An Adjudicator shall be impartial and independent and shall have, before accepting appointment, disclosed to the parties any circumstances giving rise to justifiable doubt as to the Adjudicator's impartiality or independence.

## **3. Language Used in the Adjudication**

An adjudication may be conducted in either the English or Chinese language at the choice of the Customer, who is required to indicate the preference of language in the claim form that the Customer is required to sign when the Complaint is referred to the CCSS Pilot Programme.

## **4. Representation**

- (a) Subject to Paragraph 4(c), the Customer may represent himself or herself in person, or may authorize a person to act for him or her;
- (b) Subject to Paragraph 4(c), the Company may be represented by an authorized representative of the Company;
- (c) No legal representation is allowed to act on behalf of either the Customer or the Company.

## **5. Procedure in General**

- (a) On commencement of an Adjudication, the Adjudicator shall have before him or her a copy set of documents containing:
  - (i) a consent form signed by the Customer indicating consent to the Customer Complaint being referred to the CCSS Pilot Programme;

- (ii) a claim form signed by the Customer, setting out the claim against the Company, together with any documents provided by the Customer in support of the claim;
  - (iii) a reply form signed by the Company, setting out the reply to the Customer's claim, together with any documents provided by the Company in support of the reply; and
  - (iv) any other documents that OFTA considers are relevant for adjudication.
- (b) The Adjudicator may request, in his or her sole discretion and via OFTA, further information, statements or documents from either of the parties;
- (c) The Adjudicator shall, as far as practicable, make a decision in respect of the Customer Complaint within two months after the matter has been referred for adjudication.

## **6. In-Person Hearings**

No in-person hearings (including hearings by teleconference, videoconference, and web conference) shall be conducted for any Adjudication unless the Adjudicator determines, in his or her sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the Customer Complaint.

## **7. Expert Advice and Translation Service**

Where an Adjudicator requires independent expert advice or translation service (in relation to a language other than English and Chinese) in adjudicating a Customer Complaint, the Adjudicator shall, via HKIAC, obtain the prior agreement from the Authority to incur those expenses.

## **8. Considerations to be Taken into Account in Adjudication**

In adjudicating a Customer Complaint, the Adjudicator is required to take into account:

- (a) the terms and conditions of the service contract;
- (b) any relevant codes or industry practices;
- (c) any applicable laws;

- (d) the relevant principles adopted in any relevant decisions previously made by the Adjudicators; and
- (e) what is otherwise fair and reasonable in the circumstances of the case.

## **9. The Decision**

- (a) The decision made by an Adjudicator on a Customer Complaint shall be in writing and shall state the reasons for the decision and explain the likely consequences of the decision;
- (b) The decision may have one or more of the following effects:
  - (i) conclude that there are no merits in the Customer's case;
  - (ii) require the Company to waive charges (up to \$10,000) which have been imposed on the Customer;
  - (iii) require the Company to pay compensation or make refund payment not exceeding \$10,000 to the Customer;
  - (iv) require the Company to take certain practical actions to resume or newly provision services to the Customer within a reasonable period, and for the avoidance of doubt, the actions which may be required of the Company in this respect shall not extend beyond the actions taken by the Company in its normal provisioning of services to customers in the same category as the Customer;
  - (v) require the Company to terminate the service contract with the Customer and waiving up to \$10,000 of financial charges for early termination of the contract;
  - (vi) require the Company to apologise to the Customer in a manner which is reasonable in the circumstances; and
  - (vii) require the Company to do any other things that are reasonable in the circumstances and are ancillary to (i) – (vi);
- (c) The decision in writing made by the Adjudicator shall be sent to the Customer and the Company via OFTA;
- (d) Subject to Paragraph 10, the Company has to comply with the Adjudicator's decision made within the scope of Paragraph 9(b), after the Customer has indicated acceptance of the decision.

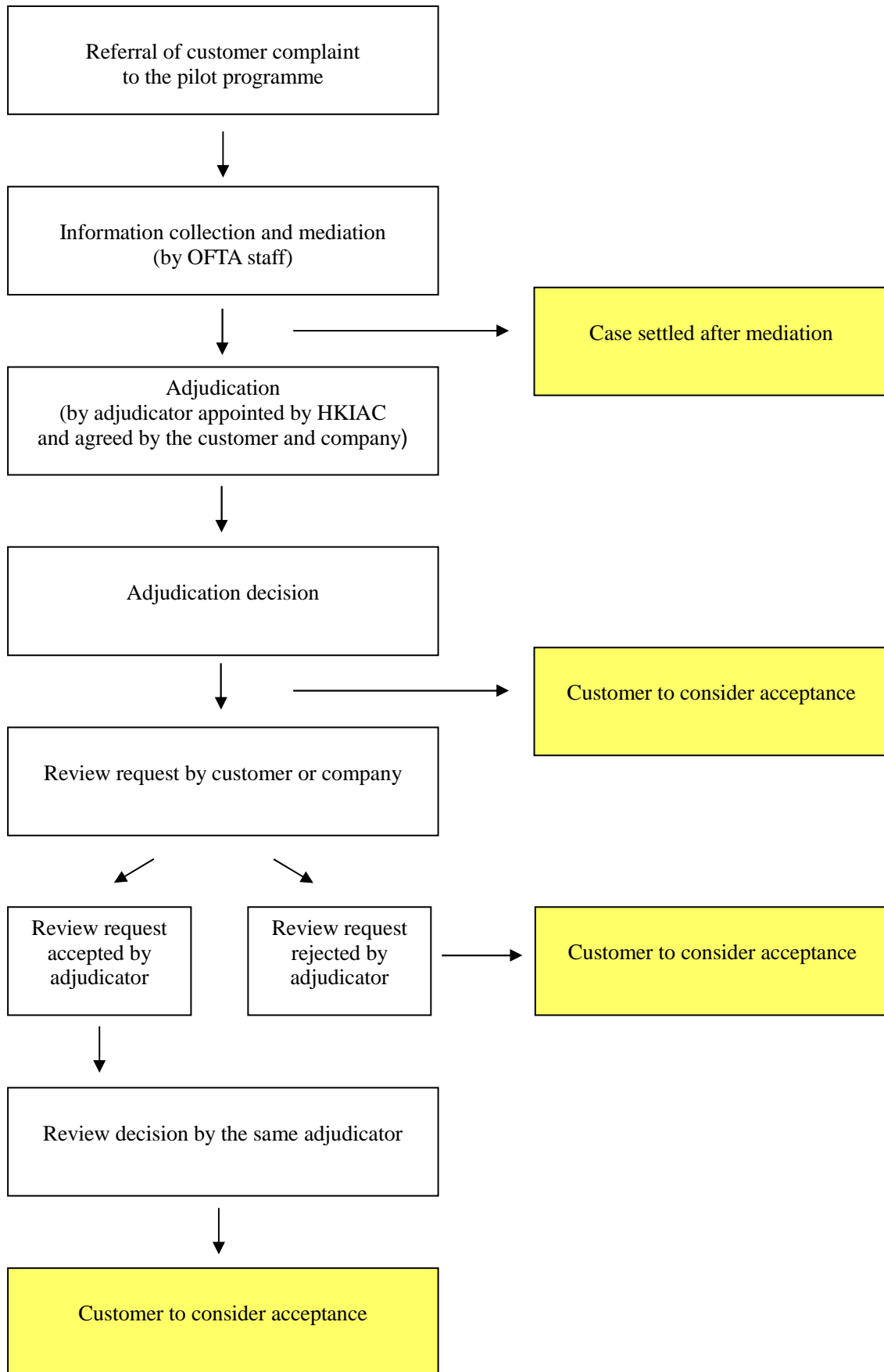
## **10. Review of the Decision**

- (a) Within two weeks after the decision of the Adjudicator is sent to the Customer and the Company by OFTA, the Customer or the Company may request the Adjudicator to review his or her own decision on the grounds of unfairness of the decision, a failure to examine the evidence or an inaccurate interpretation of the law;
- (b) On receipt of a request for review, the Adjudicator shall consider whether there is a need to review the decision and if so, the review should, as far as practicable, be completed within two weeks after the Customer or the Company has made the request;
- (c) On completion of a review, the Adjudicator may, with reasons given in writing:
  - (i) affirm his or her original decision; or
  - (ii) replace the original decision with a new decision in full or in part;
- (d) The decision made by the Adjudicator in the review is final, in that the Customer Complaint will not be re-opened for further consideration or review by the Adjudicator, other Adjudicators or HKIAC;
- (e) Where a decision made by the Adjudicator has been subject to review under this Paragraph, the Company has to comply with the decision made by the Adjudicator in the review after the Customer has indicated acceptance of the decision.

## **11. Confidentiality of Customer Complaints**

- (a) The Adjudicator will not disclose to the public details concerning individual Customer Complaints that are referred to adjudication;
- (b) For the avoidance of doubt, statistical information, comments or reports in relation to the Customer Complaints referred to adjudication on a collective or summary and no-name basis can be disclosed to the public.

## APPENDIX II – Flowchart of the Pilot Programme



**APPENDIX III**

**Summary of the 18 cases submitted to the CCSS pilot programme**

Case No.	Case finished at stage of			Review requested by Company	Review requested by Customer	Adjudicator rejected request to review decision	Adjudicator's decision <sup>9</sup>			Decision accepted by the customer
	Mediation	Adjudication	Review of Decision				in favour of the company	in favour of the customer	both parties bear some responsibilities	
1			X		X				X	
2			X		X	X		X		X
3			X		X		X			
4			X	X		X		X		X
5			X		X	X			X	X
6			X	X	X		X			
7, 12 & 13	X									
8			X	X		X		X		X
9		X						X		X
10			X		X		X			
11			X		X	X	X			
14			X	X				X		X
15 - 17	X									
18	Case still in review									
<i>Total</i>	6	1	10	4	7	5	4	5	2	6

<sup>9</sup> Of the 5 cases where the adjudicators agreed to review the decision, 4 decisions were affirmed after review while 1 decision was varied (but not reversed) as to the amount payable. As of 8 June 2010, there is still one uncompleted case where the review request made by the company has not been accepted or rejected.