



IKNOWA ADR SCHEME RULES – <https://iknowa.com/trade/adr>

ADR Entity: IKNOWA ADR Limited

Governing legislation:

Alternative Dispute Resolution for Consumer Disputes
(Competent Authorities and Information) Regulations 2015

1. ADR Overview, Status and Regulatory Basis

Alternative Dispute Resolution (ADR) is a way of resolving disputes between a **consumer** and a **trader** without going to court.

The iknowa ADR (0-45 day) Scheme provides an **independent, impartial and transparent** process for resolving disputes where a consumer is unhappy with a service provided by a trader who is a member of the iknowa scheme.

The ADR process is designed to be:

- Fair
- Accessible
- Free to consumers
- Faster than court proceedings

iknowa ADR considers disputes using **adjudication**, based on written evidence submitted by both parties.

IKNOWA ADR Limited (“iknowa ADR”) operates an Alternative Dispute Resolution scheme in accordance with:

- The **Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015**
- CTSI Approval Framework
- TrustMark and DESNZ consumer protection requirements.

A. Regulatory Transparency & Governance

1A. ADR Officials and Governance

iknowa ADR delivers the ADR service through independent adjudicators:

- Iknowa ADR oversee and appoint these independent adjudicators.
- Varying number of Case handlers – Adjudicators - appointed on a permanent basis

ADR officials are appointed following a competency-based recruitment process and are subject to ongoing training and quality assurance.

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Appointments are ongoing unless terminated for regulatory or performance reasons.

1B. ADR Officials and IKNOWA ADR

iknowa ADR delivers the ADR service through the use of its adjudicators (including a legally trained and qualified solicitor) and no less than 2 case administrators.

2. Scope of the Scheme

2.1 Who can use this scheme

This scheme is available **only to consumers** (individuals acting outside their trade or profession) bringing a complaint against an iknowa member.

Trader-initiated complaints are not accepted. They can rely on separate complaints and contractual alternative dispute resolution frameworks of iknowa that operate a similar procedural basis.

2.2 Disputes covered

- Services provided by iknowa members
- Domestic service contracts
- Workmanship, service delivery, regulatory compliance, or consumer protection obligations
- Claims linked to a **Workmanship Guarantee and/or Insurance Backed Guarantee (IBG)**

2.3 Exclusions

- Non-members
- Platform complaints or complaints from Traders or Enterprise Consumer Partners (handled separately)
- Matters already before a court or another ADR body

3. Principles

The Scheme is:

- Independent
- Impartial
- Transparent
- **Free to consumers**

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- Non-binding on consumers

4. ADR Process

Stage 1 – Internal Complaint

Consumer must first complain to the trader and allow a reasonable opportunity to resolve.

Stage 2 – Submission

Consumer submits via:

- Online portal
- Email
- Post

Stage 3 – Admissibility Check

IKNOWA ADR confirms:

- Consumer status
- Scheme scope
- No refusal grounds (see Section 10)

Stage 4 – Evidence Exchange

- Both parties submit evidence
- Both parties will be informed when evidence collection is complete.
- Each party will be provided with the other party's submissions and evidence and given a reasonable opportunity to review and comment before a decision is made.
- Each party has the right to see and respond to the other party's case
- Parties are notified when the file is complete

Stage 5 – Decision

An ADR Official issues a reasoned decision in a durable medium.

The parties, before agreeing or following a proposed solution, are informed that:

- (i) they have the choice as to whether or not to agree to, or follow the proposed solution – the reasoned decision;
- (ii) participation in the procedure does not prevent the possibility of seeking redress through court proceedings;
- (iii) the proposed solution may be different from an outcome determined by a court applying legal rules; and

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(iv) the legal effect of agreeing to or following the proposed solution.

5. Timeframes

- Acknowledgement: **3 working days**
- iknowa ADR will aim to conclude the ADR process within **45 working days** of the complete complaint file being received.
- In all cases, and in accordance with the ADR Regulations, a decision will be issued **within 45 calendar days**, unless an extension is required due to complexity, in which case both parties will be informed of the reasons and revised timeframe.
- Parties will be given **at least 10 working days** to consider the outcome – the reasoned decision - before indicating acceptance or rejection.

6. Fees

- **Consumers do not incur any fees, charges, or excesses when accessing the ADR scheme.**
- Any associated excesses are addressed through applicable internal; scheme or insurer arrangements, with no consumer liability.

7. ADR Officials

Iknowa ADR has:

- **A varying number of adjudicators including a qualified solicitor**
- **Varying number of Case Handlers**

They are:

- Appointed following competency-based assessment
- Trained in the iknowa Code

Tenure: Appointments are ongoing unless terminated for regulatory, performance, or disciplinary reasons.

8. Independence and Conflicts

Before accepting a case, ADR officials and relevant iknowa staff must declare any conflicts of interest.

Parties will be notified of any conflict and may object.

Where transfer to another ADR body is not possible, both parties must consent for the official to continue.

Annual conflict declarations are retained and reviewed during audits.

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9. Withdrawal & Escalation

- **Consumers may withdraw from the ADR process at any time prior to a decision being issued.**
- Arbitration is an **optional consumer escalation only**
- Traders cannot withdraw once started

10. Grounds for Refusal

Including:

- Failure to contact trader first
- Frivolous or vexatious
- Duplicate proceedings
- Outside scope
- Late submission (**>12 months from final trader response**) i.e. the Dispute Notice was not submitted within **12 months from the trader's final response after a complaint.**

10.1 Misleading the scheme:

- If one of the parties has deliberately misled iknowa ADR regarding the existence or non-existence of grounds for refusal, iknowa ADR may immediately refuse to deal with the dispute even if the three-week period for determining admissibility has passed.
- We retain the right to immediately refuse to deal with the dispute any further, even though the three-week deadline has passed.

10.2 For the avoidance of doubt, the three-week period runs from the date the complete complaint file is received for admissibility review.

11. Consumer Choice and Legal Effect and Rights

- Not binding on consumers
- Traders may be contractually bound
- Court rights preserved

11A. Consumer Choice and Legal Rights

Consumers are not required to obtain legal advice or representation, though they may choose to do so.

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Before agreeing to any proposed solution, parties will be informed that:

- (i) they may accept or reject the outcome;
- (ii) participation does not prevent court action;
- (iii) ADR outcomes may differ from court judgments; and
- (iv) the legal effect of acceptance.

11B. No Imposed Solutions

The iknowa ADR process does not impose a solution on consumers.

The parties, before agreeing or following a proposed solution, are informed that:

- (i) they have the choice as to whether or not to agree to, or follow the proposed solution;
- (ii) participation in the procedure does not prevent the possibility of seeking redress through court proceedings;
- (iii) the proposed solution may be different from an outcome determined by a court applying legal rules; and
- (iv) the legal effect of agreeing to, or following the proposed solution.

12. Representation

Parties are **not obliged** to obtain legal advice but may do so. For the avoidance of doubt this means that parties may seek independent advice or be represented or assisted by a third party during their matter but not obliged to do so.

13. Decisions

13.1 Outcomes:

- Are reasoned
- Refer to the Code, contract, and law
- Provided in a durable medium

13.2 Basis of Decisions

When determining a dispute, the ADR official will take into account:

- The iknowa Consumer Code;
- Relevant contract terms;
- Applicable UK consumer protection legislation; and
- Principles of fairness and reasonableness.



14. Data & Records

- UK GDPR compliant
- Retained for 10 years
- Used for quality monitoring and audits

15. Reporting

Annual reports will be published at:
<https://iknowa.com/trade/adr/reports>

16. Contact

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