



**Consumer
Focus**
Campaigning for a fair deal

Consumer Focus response to BIS Call for Evidence on EU Proposals on Alternative Dispute Resolution

January 2011

About Consumer Focus

Consumer Focus is the statutory consumer champion for England, Wales, Scotland and (for postal consumers) Northern Ireland.

We operate across the whole of the economy, persuading businesses, public services and policy makers to put consumers at the heart of what they do.

Consumer Focus tackles the issues that matter to consumers, and aims to give people a stronger voice. We don't just draw attention to problems – we work with consumers and with a range of organisations to champion creative solutions that make a difference to consumers' lives.

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Executive summary

Consumer Focus welcomes the Commission's initiative aimed at providing consumers with a general Alternative Dispute Resolution (ADR) mechanism that they can use to resolve any disputes they may have with traders. However, we have concerns that the current proposals are too broad and, as such, will not provide the certainty of redress that is so keenly needed.

The greatest need is to have a system that tackles the unlawful trader and provides consumers with a quick, cheap, fair and reliable way of getting redress.

Accordingly, we believe any ADR scheme should:

- be compulsory for traders wherever this is practicable
- require decisions made by an adjudicator/ombudsman to be binding on the trader but not the consumer
- be limited to complaints from consumers about traders
- be free for consumers
- be funded by industry
- provide a decision within a reasonably short time period ie within a maximum of 90 days
- include effective enforcement processes as part of the scheme
- provide for a minimum level of training, clear suitability criteria for ADR providers and clear accreditation criteria for ADR scheme

Introduction

ADR can be a useful and attractive option for consumers to obtain redress from traders and, as proposed, we would agree that an ADR system for use by consumers should be 'impartial, transparent, effective and fair'.

However, we do not agree that what the Commission is proposing or deems acceptable will lead to an ADR scheme that has all of these characteristics. In particular, we question whether some of the schemes that the Commission is proposing will be effective from the consumers' perspective.

ADR, as described in the Commission's proposal, includes a very broad range of possible schemes. We understand that the very nature of ADR, as well as the breadth of tradition and practices throughout Europe, encourages a broad definition. However, we see this approach as having serious limitations that will reduce, and possibly even negate, the intended benefit to consumers.

If this proposal is to be the instrument for the introduction of an effective redress system that will ensure redress for consumers whatever their Member State – and underpin the proposed Online Dispute Resolution (ODR) scheme – each and every ADR scheme introduced in Europe must have material common features rather than general common characteristics. If this is not the case there will be a wide variety of systems introduced throughout Europe which will do little to promote the ‘level playing field’ advocated by the Commission.

For example, currently under the proposal, acceptable ADR schemes could range from an ombudsman service that has mandatory application to a business sector and applies quasi-judicial decisions, to schemes that facilitate an exchange of information between the parties and that may or may not offer non-binding solutions. These two forms of ADR could provide very different outcomes and levels of engagement by traders.

To achieve the intended aim of providing consumers with redress across all business sectors and increasing consumer confidence in cross-border shopping, ADR systems that guarantee results and are properly consumer focused are required.

Not all systems of ADR will satisfy these aims – schemes that are discretionary and/or act to facilitate a consensual resolution are entirely dependent on the willing participation of all parties.

We would therefore propose the implementation of schemes that:

- wherever possible, are compulsory on traders: for example in regulated industries, or
- where compulsory application on traders is not possible or is very difficult to achieve, which may be the case with unregulated industries, where a trader signs up to the scheme, that trader must abide by any decisions or agreements reached under that scheme

We therefore strongly disagree with the view of the Commission that an ADR system that suggests rather than imposes a solution on the trader will be ‘effective’. It may be effective if both sides agree to use the scheme and abide by any proposals: but from a consumer perspective, it will not be effective if a trader that promotes its engagement with the scheme can ignore any recommended or agreed solution.

Furthermore, we would not support the assertion that facilitated mediation can be relied on to lead to a fair outcome. By definition, mediation involves negotiation, which in turn can lead to rights being conceded. Research previously reported has found that mediation can, and often does, result in consumers agreeing a lower level of redress than that to which they are entitled. This may be either because they simply want to get the matter resolved as quickly as possible or they cannot face the prospect of court proceedings. (Consumer Focus, *Small Claims, Big Claims*, 2010).

Responses to questions

Question 1

What are your views on the key estimates the European Commission make in their Impact Assessment (IA)? Overall do you think that the Commission's proposals will lead to their anticipated benefits for consumers, business and the Single Market?

The wide definition of ADR

In its IA, the Commission refers to ADR schemes as including conciliation, mediation, arbitration, complaints boards and ombudsman services. While these can all come under the broad heading of ADR they do not guarantee the same outcome. For example, an ombudsman service that acts as an adjudicator, independently reviews the issues and makes a decision on what would be a fair outcome that is binding on the trader but not the consumer is very different to a conciliation service that acts solely to encourage and facilitate a discussion between the parties that may or may not lead to an agreed resolution.

Choosing such a broad definition of ADR may have allowed the Commission to accommodate the many dispute resolution styles/preferences within the EU but it cannot then lead to the stated aim of a range of EU-wide ADR schemes that are effective. The Commission's apparent view of what is effective should, in our view, focus more on outcome than process.

The effect of a wide definition of ADR scheme

The IA Executive Summary states: 'Particular attention needs to be paid to generating consumer confidence in the internal market and to ensuring a level playing field for business across Member States'. However, if a discretionary mediation scheme is the accepted ADR scheme in one Member State whereas an obligatory ombudsman scheme is the accepted ADR scheme in another Member State (and each of these underpins the cross-border ADR/ODR scheme) this will not create a level playing field or consistency across the EU.

The rights of consumers and traders to bring a claim

Consumer Focus has concerns about the ADR system being available for both consumers and businesses to bring complaints. If the thrust of the initiative is for consumers to be given redress and for an effective and attractive consumer redress system to engender the confidence necessary to increase the levels of cross-border shopping, it should be promulgated as a consumer-focused initiative. In reality, non-payment for goods or services is the principal issue a trader will have against a consumer. Traders can deal with this issue either practically (by requiring payment before goods or services are supplied) or through the courts. We recommend that the proposed ADR systems be available solely to consumers.

Funding

The IA rightly notes that funding of ADR schemes by businesses is already a common practice in many sectors and Member States. But this statement does not, in our view, give due weight to the fact that this is generally the case in regulated sectors. This is significant as with regulated sectors it is far easier to:

- adjudicate issues in a narrow sphere of activity
- identify traders in that area of industry in order to enforce a requirement to fund the scheme

We would suggest that the potential methods of obtaining funding from non-regulated business areas is properly evaluated.

Enforcement

Much is made of designing an ADR system that is effective, but nothing is mentioned about enforcement of any decisions or compromise agreements.

We would advocate that the issue of enforcement should be a central part of the proposals. A decision or compromise is simply one part of the redress process. Successful redress comprises a determination of what redress is due and the fulfillment of that redress.

The issue of enforcement of any decision is of paramount importance – a decision or determination is of little value if the practical outcome is that the consumer does not receive his/her dues. Not to include enforcement as an integral part of the ADR process runs the risk of undermining the efficacy and usefulness of the initiative to consumers.

Question 2

Can you provide any evidence to quantify the costs and benefits to the UK described in Annex B and Annex C and/or provide details of any additional costs or benefits?

Comments on Annex B

Consistent standards

Without doubt consistent standards used by ADR providers are needed: Consumer Focus has been calling for credible self regulation of the mediation industry for some time (Reference: Consumer Focus, *Small Claims, Big Claims*, 2010).

For the reasons outlined above, a narrow definition of ADR should be applied otherwise the range of offerings will be so wide as to largely make the issue of standards irrelevant: one Member State or industry sector will offer 'apples' while another will be offering 'pears'.

Exporting ADR services

In relation to UK ADR providers offering services in other Member States, we see this as having potential as the UK has a wide experience of ADR and is a recognised leader in the field of mediation etc. Nevertheless, it is for those organisations with practical experience of such activities to comment on the financial viability of exporting these services.

Non-compliance correction as a business cost

We find it strange that the potential change from businesses avoiding consumer redress to being challenged through ADR is presented as a potential cost. We would expect this to be seen as a benefit in that lawful businesses do not suffer an unfair disadvantage and consumers are provided with proper redress.

Communication of adherence to an ADR scheme

In relation to traders telling consumers that they are signatories to an ADR scheme, such a communication could be managed by the use of a 'trust mark' logo which could act as a 'visual shorthand'. Website links to either the relevant ADR entities or the competent authority may be offered by those bodies to ease the burden on small traders and provide consistency of information.

Costs of establishment and running costs

It is inevitable that some costs will be incurred as there are many areas of commerce that do not have ADR schemes attached to them. As suggested, a review of the 'gaps' in coverage is required, as is a review of the ways in which effective ADR can pragmatically be offered and funded.

One possible consequence of a successful ADR scheme in the UK might be a reduction in the number of complaints to Trading Standards Authorities. If this was the case, it may help offset costs imposed on the Competent Authority for the monitoring of the schemes. In any event, we would advocate an industry-funded approach to the setting up and maintenance of any EU-wide ADR initiative.

The cost of the ADR scheme may largely be in line with need. Already there are ombudsman schemes for the majority of regulated industries. From analysis of court actions and other sources of information, we can identify those business sectors in which the number of consumer complaints are high. The establishment of a general ADR system that either suggests or imposes decisions on the parties will be quite a task given the wide range of goods and services that it will potentially have to cover.

However this is achieved, we would advocate a 'polluter pays' system whereby those areas of business that give rise to the most complaints contribute the most. We believe this would be fair as well as encourage compliance and good business practice. Alternatively, a charge could payable by a business each time a consumer lodges a complaint about that business, as is the case with the Financial Ombudsman Service (FOS), to go some way to ensuring that reliable traders do not bear a disproportionate cost.

We advocate ADR systems that are fully funded by business. Such systems should be seen as beneficial to businesses as much as consumers in that they provide a level playing field and support the honest trader as well as acting as an independent arbiter/referee to the benefit of the trader as much as the consumer. After all, if there is an issue, it must be dealt with by the trader so an efficient and familiar ADR system may easily reduce business costs and avoid court costs in the long run.

Comments on Annex C

ODR

We assume that the significance of an ODR scheme would be to provide a translation service in respect of the use of non-domestic ADR systems. If this is the case it would provide a useful and much needed service to consumers.

Question 3

Do you think that the ‘chargeback’ process and/or processes used to resolve claims under Section 75 of the Consumer Credit Act should be considered as a form of ADR? If not, do you think consumers would or should be more likely to use ‘chargeback’ or make claims under Section 75 of the CCA where this is available, rather than using ADR to resolve a dispute? Why?

Section 75 CCA should not be viewed as a form of ADR. This provision simply provides consumers with an additional party against whom they can seek a remedy (this right being founded on the premise that the credit/debit card issuer is an essential party to the transaction and benefits from it). Credit and debit card issuers are required, by financial services regulatory requirements, to have developed complaints handling processes. This means in practice that, in addition to any complaints handling service offered by the trader, a consumer can use the complaints handling service of their bank/card issuer. Neither the card issuer’s nor the trader’s complaints handling scheme is an ADR scheme – neither are independent nor impartial.

In the case of chargeback schemes, these are not dispute resolution schemes they are simply a way of suspending the consumer’s payment obligation while a dispute is examined and a possible resolution is discussed. The ‘suspension’ period is usually fairly short, eg 120 days.

It is worth noting that invoking s75 or the chargeback scheme is not suitable for all disputes. For example, neither would be appropriate where the consumer requires a partial refund or replacement of goods. Such issues could however be dealt with through an ADR scheme.

Question 4

What do you think of the proposed scope of the Directive? Where do you think there are gaps, if any, in the provision of ADR currently in the UK? Can you provide any estimates on how much public subsidy, if any, would be required to ensure ADR of the required standards is available for all consumer disputes?

The Directive’s stated intention is to ensure that disputes between consumers and traders can be referred to entities offering an ADR system that is impartial, transparent, effective and fair.

These characteristics are all highly desirable for an ADR scheme. However we do not believe that the proposals tabled by the Commission will lead to these characteristics being satisfied.

To ensure that such a system is effective we believe that:

- The ADR scheme must act as an independent adjudicator/ referee – most consumers want an independent party to act as a referee and impose a decision that is fair. In some instances consumers may have a falsely inflated view of the quantum of redress that they are entitled to and, in such circumstances, having a referee helps the consumer to understand his/her entitlement. Similarly, an independent referee can help a consumer to properly assess whether or not an offer tabled by a trader is a fair one in all the circumstances.

- The ADR decision should bind the trader – in using an ADR scheme a consumer must be confident that any decision will bind the trader: an ADR scheme under which the trader can simply ignore any decision will not engender consumer confidence.
- Enforcement should be as important as a fair and independent decision – there is a greater rate of compliance with decisions reached as a result of voluntary mediation than in court cases where judgments are imposed (see Consumer Focus *Small claims, big claims*, 2010), as is to be expected where both sides are genuinely seeking a settlement. But it should not be taken as given that redress automatically follows an agreed or imposed decision. Again, to ensure confidence and widespread uptake, appropriate enforcement measures must be seen as an integral part of any ADR system.

‘Gaps’ in the ADR landscape

There are known industry sectors where there is a high incidence of consumer complaints, for example second-hand car and IT hardware purchases, and mobile phone contracts, but we are not aware of any empiric study on issues across the consumer retail landscape. There are also key areas where there is a notable absence of an ADR scheme, for example in the private parking sector. A detailed review of the consumer retail areas and, where an ADR scheme is available, the corresponding satisfaction levels with any applicable ADR schemes, is advisable.

A comprehensive review of the available ADR schemes has already been undertaken by the Centre for Socio-Legal Studies based at Oxford University. But we are not aware of any information on consumer knowledge of, or satisfaction with, all of these services.

Changes to existing ADR schemes – Extension of ADR to trader complaints about consumers

Article 3 of the Directive appears to ensure that no existing UK ADR scheme shall be altered to the detriment of consumers, which we endorse.

But we do not agree that existing or future ADR schemes should be adapted or expanded to permit complaints by traders against consumers. Such a proposal is not necessary; traders already have satisfactory practical and legal routes of redress and protection. Furthermore, we do not think it is advisable as the proposal should be viewed purely and simply as providing consumer redress. By presenting it as a general ADR scheme open to all comers its aim and intention will be confusing and may result in consumers not purchasing from traders covered by the scheme due to concern and suspicion that it would impose an additional liability on the consumer.

Representation

We are concerned about the proposal at Article 8 that parties may be represented or assisted by a third party. While we understand that no restriction should be placed on consumers should they wish to avail themselves of assistance, any perceived or real imbalance between the trader and the consumer resulting from the trader being able to afford representation, legal or otherwise, should be avoided. The aim of ADR is to provide a ‘low-key’ and inexpensive alternative to legal action. We recommend that, as a minimum, traders should not be allowed representation if the consumer is not represented. This should go some way to making the process seem less like a court hearing and also less adversarial.

Costs and recoverability of costs

We advocate a system of ADR that is free to consumers. Where this is not possible costs should be low and, at the very least, recoverable and payable by the trader in the event that the consumer is successful, in line with general equitable principles.

Publication of outcome

Article 9 of the Directive states that any outcome of an ADR process must be made available in writing to the parties stating the grounds on which any outcome is based. We would expect a sophisticated system of reporting the outcome to be developed so that in addition to details on any agreed compromise, consumer satisfaction with the process and outcome is recorded.

Information on ADR schemes

As proposed, there should be obligations on traders to inform consumers of any ADR scheme to which they subscribe. This information **must** be made clear and visible well **before** the contracting process so that consumers have all the information available to them in advance of selecting traders and making their purchasing decision.

But it is also necessary to consider how traders advise consumers where there is the option of more than one ADR scheme. Consider the scenario where a consumer has a dispute with a trader about electrical goods purchased using a credit card and s75 CCA applies. If the current proposals are introduced, the consumer will be able to choose between the 'general' ADR scheme applicable to the sale of electrical goods and the FOS scheme applicable to financial services disputes. Which ADR scheme the consumer will choose will depend a variety of factors: speed, cost and whether the scheme will determine the dispute, etc. In such a scenario, neither the trader nor the credit/debit card issuer should be able to advocate the scheme which benefits them the most. Advice should be provided about all potential ADR schemes so that the consumer can select the best scheme for him/her. This may best be accomplished by ADR entities being obliged to check that consumers have been given details of alternative schemes and an explanation of their respective advantages and drawbacks.

Question 5

What do you think of the standards/requirements of ADR providers that are proposed by the EU? Are there any standards that you think are not appropriate or not required? Are any missing? Can you see any potential for UK ADR providers to provide their services to non-UK businesses?

It is critical that there is complete transparency as to the eligibility, selection and length of tenure of the Board of an ADR entity and the referees/adjudicators that they appoint. In addition there should be credible sanctions for the failure to operate an ADR entity in line with the applicable standards, including the withdrawal of that entity's licence/authority to operate/be included in the ADR network. This will ensure internal rigour and support consumer confidence in that entity.

There should be an obligation on ADR entities to publish details of traders who are repeated or egregious offenders (Article 16). If, aside from providing due redress, one of the aims of the proposals is to give consumers greater confidence in shopping cross border, then supplying information to consumers about such offenders should be part of the duty of the ADR operators.

We endorse the proposals relating to expertise and impartiality, however we would go further and suggest that the ADR scheme, even if funded by a relevant industry sector, be completely independent.

In the area of telecoms, we agree with the following proposals put forward by Ofcom in 2011:

1. the establishment of minimum standards for complaints handling procedures, which apply to all communications providers (the 'Ofcom Code'). The Ofcom Code establishes a regulatory requirement for providers to resolve complaints in a 'fair and timely manner' and also outlines minimum expectations about the accessibility, transparency and effectiveness of providers' complaints handling procedures
2. a requirement that communications providers provide additional information to consumers about their right to take unresolved complaints to ADR. Providers must now include relevant information about ADR on consumers' bills and write to consumers whose complaints have not been resolved within eight weeks to inform them of their right to go to ADR
3. the publication of data on individual communication provider's complaints record

Question 6

What do you think about the proposed role of the Competent Authority? What kind of organization do you think could be a suitable Competent Authority for the UK? Can you suggest an existing organization that you think would be well placed to take on this role? How much do you think it would cost to fulfil this role?

Monitoring the performance of ADR entities is undoubtedly necessary. The Competent Authority should be a regulator/law enforcement body and we consider the OFT to be best placed to act in this capacity and to authorise, monitor and assess the performance of ADR entities. The OFT has internal expertise on redress schemes and the evaluation of eligibility, performance and/or compliance, as well as the necessary contacts with the Commission for reporting purposes.

Question 7

Do you think that consumers would change their behaviour if businesses were required to inform consumers about an ADR scheme and/or whether they would participate in an ADR? What evidence do you have to support this view?

Research and survey evidence invariably show that consumers prefer ombudsman-style redress to legal proceedings. This preference is borne out by the year on year popularity of FOS and the increasing number of complaints submitted to FOS. This phenomenon is no doubt a consequence of a number of factors:

- the obligation imposed on retail financial institutions to tell customers about FOS
- the concomitant increased awareness of FOS
- the publication of FOS 'success stories' and word of mouth

It must be appreciated that FOS is a shining example of how to operate an ombudsman scheme that consumers find easy to use and effective.

Not all ombudsman schemes are so revered. FOS shows that good ADR schemes produce results and can encourage consumers to change their behaviour.

Greater awareness of the effectiveness of ADR will undoubtedly lead to an increase in the use of ADR schemes. For example, Ofcom's review of complaints procedures (Ofcom *A review of consumer complaints procedures consultation*, 2009) shows poor consumer experience of pursuing telecoms-related complaints through company complaints procedures:

- 30 per cent of complaints (around 3 million per year) were still unresolved after 12 weeks
- the majority of consumers who could not resolve their complaint promptly had considerable difficulty getting their provider to recognise that they were trying to make a complaint and in finding out information about the complaints process
- those consumers who were unable to resolve their complaint within 12 weeks were much more likely to suffer financially or through stress

And yet only 8 per cent of consumers were aware that they could take unresolved complaints to an ADR operator. For those that did use an ADR scheme, the prospect of a resolution improved significantly: 91 per cent of mobile complaints that went to ADR were completely or partially resolved, compared with 51 per cent of mobile complaints that were not resolved within 12 weeks through the company's own complaints handling process.

Question 8

What would be the costs to business of providing these additional information requirements to consumers? How could these impacts be lessened for all businesses and, in particular, for small or medium businesses?

Clearly the impact on business of providing information can be managed by the use of standard information provided by the ADR body for use by all its trader members and the use of the internet.

It is worth pointing out that the Consumer Rights Directive contains information requirements for distance and off premises contracts relating to codes of practice and out-of-court complaint and redress mechanisms which business will have to adhere to when the directive is implemented in the UK.

Question 9

Do you have any other comments on the proposed Directive?

Fees

The Directive states that ADR should be provided 'free of charge or at moderate costs for consumers'. We would advocate that such a service should be free to ensure the maximum use of the scheme by consumers. A free service would also help the ADR scheme differentiate itself from the small claims court where charges are imposed. It may also mean that, if the ADR was unsuccessful for any reason, the consumer would still consider claiming in the small claims court as s/he had not already paid for a redress service.

If a charge is made for the ADR service and satisfactory redress is not forthcoming for whatever reason, a consumer is less likely to go on to use the small claims court, even with a good claim, as they may view proceeding as a waste of money having had one unsuccessful 'paid-for' attempt at resolution.

While our strongly preferred option is for there to be no charge, to maximise the attractiveness of redress schemes, where modest charges are viewed as necessary, we would advocate the recoverability of these charges in the event that a complaint is successful. Such recoverability is routine in the court system and we see no reason for this not to be the case with ADR.

Question 10

What do you think about the proposals in the ODR Regulation? What would be the cost/benefits of the ODR platform and facilitators to consumers, business and ADR providers? Would ADR providers be able to meet the 30 day deadline for concluding cross-border disputes? What would be the costs to business of these additional reporting requirements? Might these requirements mean business is more reluctant to trade online and cross-border?

The inter-relation between ADR and ODR

There can be no doubt that the lack of a reliable and fair dispute resolution system puts some consumers off cross-border online shopping. So a proposal to provide such a facility is to be encouraged.

It is understandable that an ODR system is underpinned by the relevant national ADR system, and there is a clear statement in the IA that an ODR should be concluded entirely online, however, beyond this statement, there is little in the Directive/Regulation that anticipates how this will be done. Clearly there needs to be a fuller explanation as to how a Commission-managed portal will connect with ADR schemes in different Member States to deal with consumer disputes relating to all types of cross-border purchases and provide a dispute resolution process that is entirely online. As the IA Executive Summary states: 'improving cross-border ADR relies on improving national ADR'. However, the link between ADR and online ADR is somewhat glossed over. The IA goes on to state that: 'Very few existing ADR schemes offer the possibility to have the entire process online. Handling the entire process online would allow savings in terms of time and ease of communication between parties.' We agree with this statement but would wish to see more detailed proposals for how this would be achieved uniformly across the EU. We would also counsel a proper understanding of the limitations and drawbacks of an 'online only' redress system.

Time frame for resolution

It seems odd that a significantly shorter period is expected for cross-border online issues than the 90 day period suggested for ADR procedures. An automated system may reduce the time taken to disseminate information but sufficient time will still be necessary to conduct investigations etc. The added issue of language translations must also be accommodated. Therefore, while laudable, a 30-day resolution period is probably not practical. We would recommend the same resolution timeline for both ADR and ODR, namely 90 days.

A disincentive to traders?

A consistent EU-wide ADR/ODR system should benefit traders as much as consumers. However, it is feasible that differing ADR systems among Member States may make traders reluctant to trade online or cross-border: doubts about which systems apply where or in what circumstances or advantages conferred by some ADR systems not being obligatory etc may well discourage traders and consumers alike. A diverse and confusing ADR landscape will not provide the improvements sought by the Commission.

Current developments in the UK

In relation to ODR, the Government has already published proposals for working with online retailers to establish an ADR scheme for e-commerce disputes (BIS and Cabinet Office, *Better Choices; Better Deals*, 2011). We would agree with its stated key principles for success, namely, universality, consumer awareness, policing and sanctions, and reinforcing mechanisms.



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