

Alternative Dispute Resolution Report 2023

(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)
3634*	0	3461	0	3147	0

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

Types of disputes:

- Additional cover
- Cancellation fee
- Charges
- Condition of vehicle
- Cost of damage
- Damage
- Damage within fair wear and tear
- Fines, tolls, and administration fees
- Fuel
- Refund
- RISC
- Service
- Upgrade

(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;

Damage continues to be the main cause for rental complaints. Consumers also dispute additional charges such as optional additional cover, fuel, and upgrades.

Damage dominates leasing complaints with consumers either disputing the damage was present on collection or claiming it fell within the BVRLA Fair Wear and Tear Guidelines. Complaints are also regarding the condition of the vehicle, where the consumer claims there was a fault that meant the vehicle was not fit for purpose, or where a vehicle was supplied with the incorrect specification.

(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;

Rental damage disputes could be reduced if companies carried out the pre and post rental inspections in the presence of the consumer, agreeing on any damage both before and after the rental. Where there is an unattended return e.g. car clubs or fast track return, the member should ensure consumers are immediately notified of any damage and good quality photos and tracking information provided.

Leasing damage disputes could be avoided if consumers were reminded of the return standards within a reasonable period prior to the vehicle being returned and all damage was noted at the point of collection.

(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;

Total no. of disputes rejected	314
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Reason	No. rejected	Percentage of rejected
a) the consumer has not attempted to contact the trader first	280	89%
b) the dispute was frivolous or vexatious	1	1%
c) the dispute had been previously considered by another ADR body or the court	3	1%
d) the value fell below the monetary value	0	0%
e) the consumer did not submit the disputes within the time period specified	5	1%
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...	25	8%

(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%

(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)	22 days	
Average time taken to resolve disputes (from 'complete complaint file')	16 days	

Total average time taken to resolve disputes	22 days
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(h) the rate of compliance, if known, with the outcomes the alternative dispute resolution procedures (amongst your members, or those you provide ADR for)

The decision of the ADR service is binding on our members as a condition of BVRLA membership. Compliance is therefore 100%.

The ADR service found in favour of the consumer in 40% of rental complaints and 20% leasing complaints and the consumer received a full or partial refund.

There were no gross failings or breaches of the BCRLA Code of Conduct.

* Estimated values based on internal data