



Alternative Dispute Resolution Report 2023

(a) the number of cross border 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)
0	1500*	0	1387	0	1328

(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
- 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. Customers also dispute additional charges such as optional additional cover, fuel, and upgrades.

(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 customer, 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 customers are immediately notified of any damage and good quality photos and tracking information provided.

(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	59
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Reason	No. rejected	Percentage of rejected
a) the consumer has not attempted to contact the trader first	48	81%
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...	11	19%

(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')		10 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 the participating rental companies. Compliance is therefore 100%.

The ADR service found in favour of the consumer in 41% of complaints and the consumer received a full or partial refund.

There were no gross failings or breaches of the Leaseurope Code of Best Practice.

* Estimated values based on internal data