



National Association of Funeral Directors Resolve (NAFD Resolve)

Adjudication Service

Service Rules

(January 2025 edition)

These rules apply to completed application forms received by CEDR on or after 13 January 2025.

If you require this document in an alternative format, please contact CEDR for further details.

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1. Introduction

- 1.1. The National Associate of Funeral Directors Resolve (NAFD Resolve) Adjudication Service (“the Adjudication Service”) is administered by Centre for Effective Dispute Resolution (“CEDR”). The Adjudication Service provides an informal and independent way of resolving disputes between a member of the NAFD (“the Funeral Director”) and one of its customers (“the Customer”) – together known as “the Parties”. This is done by way of an adjudication process (“the Adjudication”). The Adjudication Service is the final stage of the NAFD Resolve process, as set out in the NAFD Code of Practice. To find out if a Funeral Director is an NAFD Member, search the NAFD’s membership database [here](#).
- 1.2. The Adjudication Service is offered to the Parties when the NAFD Resolve Conciliation Service has not resulted in an outcome that has been agreed by the Parties, or where the NAFD decide that the NAFD Resolve Conciliation Service is not appropriate. To use the Adjudication Service, the Customer must send a completed application form (“the Application”) to CEDR setting out their complaint. The Adjudication Service is free of charge to the Parties.
- 1.3. Where applicable under these Rules, an independent adjudicator will be appointed by CEDR from its Adjudication Panel to decide the outcome of the complaint (“the Adjudicator”). The Adjudicator’s decision (as set out at Rule 4.6) is only binding on the Parties if the Customer accepts it within 30 working days of the decision being issued.
- 1.4. A ‘Customer’ is an individual who is the recipient of services provided by a Funeral Director in exchange for payment to, or an agreement to make payment to, that Funeral Director.
- 1.5. The Customer can use the Adjudication Service if they have not been able to settle a dispute with the Funeral Director via the NAFD Resolve Conciliation Service or if the NAFD have directly referred the Customer to the Adjudication Service.
- 1.6. Applications to the Adjudication Service will be accepted from customers or their appointed representatives. A representative can only be appointed if:
 - 1.6.1. the Customer provides, with their application to the Adjudication Service, signed authority confirming that they agree to the representative acting on their behalf; or
 - 1.6.2. the representative provides, with the application to the Adjudication Service, a valid legal document giving them authority to act on the Customer’s behalf (e.g. a valid will or lasting power of attorney).

- 1.7. An adjudicator appointed under these Rules will make a decision by considering the information received from the Parties, and those laws, regulations, codes of practice, contracts and guidance documents that an adjudicator considers to be relevant.
- 1.8. Any decision made by an adjudicator applies only to the specific complaint referred to the Adjudication Service. Under no circumstances do decisions made by adjudicators set precedents for other complaints.

2. What the Adjudication Service covers

- 2.1. The Adjudication Service can be used to resolve complaints, relating to the services provided by the Funeral Director to the Customer, about one or more of the following:
 - 2.1.1. a bill, charge, payment, estimate or fee;
 - 2.1.2. the handling of a family dispute;
 - 2.1.3. the sale of a pre-paid funeral plan;
 - 2.1.4. the servicing of a pre-paid funeral plan;
 - 2.1.5. the condition of the Funeral Director's premises or equipment;
 - 2.1.6. the physical care of a deceased person;
 - 2.1.7. the handling or care of cremated remains (ashes);
 - 2.1.8. the general customer service received;
 - 2.1.9. the way the Funeral Director dealt with a complaint;
 - 2.1.10. the poor conduct of a member of the Funeral Director's staff.

When an application is received that meets the requirements of this Rule, and none of the exclusions in Rule 2.2 apply, it will be considered to be a valid application.

- 2.2. The Adjudication Service cannot consider complaints, or parts of complaints, which fall into one or more of the following categories:
 - 2.2.1 applications that are made to the Adjudication Service by (or, in the case of nominated representatives under Rule 1.6, on behalf of) someone who does not fall within the definition of a 'Customer' in Rule 1.4;
 - 2.2.2 applications that are made against a Funeral Director that is not a member of the NAFD;
 - 2.2.3 claims where the Customer has not exhausted the NAFD Resolve Conciliation Service or has not been referred directly to the Adjudication Service by the NAFD;

- 2.2.4 applications received by CEDR more than 20 working days from the date on which the Customer has received a referral to the Adjudication Service from CEDR or the NAFD. For referrals sent by post, in the absence of evidence of an alternative date of receipt, this timeframe will begin three working days after the date on which the referral was sent to the Customer;
- 2.2.5 complaints that contain no aspect relating to the issues set out at Rule 2.1;
- 2.2.6 applications where a total sum that exceeds £10,000.00 has been claimed (inclusive of VAT (if any)) (this sum includes any claims for compensation, refunds, credits and/or waivers);
- 2.2.7 complaints, which in the opinion of CEDR, are more appropriately dealt with by a court, regulatory body, or other formal process;
- 2.2.8 complaints that CEDR considers to be frivolous and/or vexatious;
- 2.2.9 complaints that are the subject of either:
 - 2.2.9.1 an existing application made by the Customer; or
 - 2.2.9.2 a previous valid application that reached a resolution through the Adjudication Service, whether by settlement or by adjudication, by the Customer;
- 2.2.10 complaints that have been, or are, the subject of court proceedings or an alternative independent procedure for the determination of disputes (unless such proceedings or alternative procedure have been abandoned, stayed or suspended);
- 2.2.11 complaints that are about the fairness of the Funeral Director's general commercial practices and/or commercial decisions;
- 2.2.12 complaints about one or more of the following matters:
 - 2.2.12.1 damage to property, except for when directly related to the services provided by the Funeral Director;
 - 2.2.12.2 fraud or other criminal matters;
 - 2.2.12.3 data protection;
 - 2.2.12.4 personal injury (including illness or nervous shock, or their consequences);
 - 2.2.12.5 discrimination;
- 2.2.13 complaints that have been agreed by the Parties to be settled before the date on which the Application was sent to the Funeral Director (in line with Rule 4.1.3), unless CEDR considers that the terms of that settlement have not been fulfilled within a reasonable time;
- 2.2.14 where, in the opinion of CEDR, the details of the complaint set out in the Application materially differ from the details that were provided by the Customer when raising the complaint with the NAFD and/or when using the NAFD Resolve Conciliation Service;

- 2.2.15 applications where the Customer has not requested any of the remedies set out at Rule 3.2;
 - 2.2.16 complaints that would seriously impair the effective operation of CEDR if considered by CEDR.
- 2.3 If the whole complaint falls outside the scope of the Adjudication Service, it will be withdrawn from the Adjudication Service. If part of the complaint falls outside the scope of the Adjudication Service but part is in scope, only the part that is in scope will proceed (unless it is not practicable to do so).
- 2.4 Any complaint, or part of a complaint, that falls outside the scope of the Adjudication Service can proceed if the Funeral Director and CEDR give their express agreement for this to happen.

3. Applying to use the Adjudication Service

- 3.1. To apply to use the Adjudication Service, the Customer must send to CEDR a completed application form, which they have been provided with by CEDR. This can be done by post or online. If a customer requires any special assistance with their application they can contact CEDR and reasonable adjustments will be made in line with CEDR's reasonable adjustments policy, which can be found [here](#).
- 3.2. In the Application, the Customer must request at least one of the following remedies from the Funeral Director (the requested remedies must be able to be directed by an adjudicator in line with Rule 5.4, and must only affect and/or apply to the Customer):
- 3.2.1. an apology;
 - 3.2.2. a product and/or service;
 - 3.2.3. some practical action to be taken by the Funeral Director;
 - 3.2.4. something to be done about a bill, charge or fee;
 - 3.2.5. a payment that must total no more than £10,000.00 (inclusive of VAT (if any)) (this sum includes any claims for compensation, refunds, credits and/or waivers).
- 3.3. The Application should include details of:
- 3.3.1. the service(s) provided by the Funeral Director that the complaint is about;
 - 3.3.2. the background to the complaint;
 - 3.3.3. the precise issues that are in dispute;

- 3.3.4. the steps already taken to attempt to reach a resolution with the Funeral Director;
 - 3.3.5. the reasons for requesting the remedy or remedies asked for; and
 - 3.3.6. the reasons for the amount of any money requested.
- 3.4. The Customer should provide with the Application any relevant documents and/or evidence that supports their complaint. It is the Parties' responsibility to provide the documents and/or evidence that they wish to rely on. CEDR only has access to information and evidence that the Parties have specifically provided in connection with the complaint.
- 3.5. The Customer is encouraged to clarify the remedy or remedies requested in as much detail as possible, but a failure to do this will not make the Application invalid unless Rule 2.2.15 applies.

4. The Adjudication process

4.1. The Application

- 4.1.1. When the Application is received along with any supporting documents, CEDR will make an initial assessment within 15 working days as to whether or not the Application appears to meet the requirements of Rules 2 and 3 (NB. This initial assessment does not prevent the complaint from being withdrawn from the Adjudication Service at a later date in line with the objection process (at Rule 4.4) or an adjudicator's powers (at Rule 5.2)).
- 4.1.2. When the Application is processed by CEDR, a case reference number will be given to the Parties. The Parties must quote this case reference number in all communication with CEDR regarding the complaint.
- 4.1.3. If the Application is initially assessed as appearing to meet the requirements of Rules 2 and 3, CEDR will notify the Funeral Director by sending an electronic copy of the Application, and any supporting documents that the Customer has provided, to the Funeral Director ("the Notification").
- 4.1.4. If CEDR sends the Notification to the Funeral Director before 4.00pm, the Funeral Director is considered to have received it on that day. If CEDR sends the Notification at or after 4.00pm, the Funeral Director is considered to have received it on the following working day.
- 4.1.5. Once the Notification is considered to have been received by the Funeral Director, the Funeral Director has 10 working days to take one of the following actions (in exceptional circumstances, CEDR may, at its own discretion, grant the Funeral Director an extension to this deadline):

- 4.1.5.1. notify CEDR, in line with Rule 4.2, that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2; or
 - 4.1.5.2. confirm to CEDR that it wishes to settle the complaint in line with Rule 4.3; or
 - 4.1.5.3. object, in line with Rule 4.4, to the complaint being considered by CEDR to fall within the scope of the Adjudication Service; or
 - 4.1.5.4. submit to CEDR its written response to the Customer's complaint ("the Response") in line with Rule 4.5.
- 4.1.6. Once the Application is submitted to CEDR, an amendment to any aspect of it, or addition of further evidence or submissions, can only be requested by the Customer if none of the following apply:
- 4.1.6.1. the complaint has been resolved as settled in line with Rule 4.3;
 - 4.1.6.2. the complaint has been withdrawn in line with Rule 4.4 because it is out of scope;
 - 4.1.6.3. the Funeral Director has submitted the Response to the complaint in line with Rule 4.5.

If the Customer requests to amend any aspect of the Application or to add further evidence or submissions, they must contact CEDR with the amendments and/or additions and give reasons why they should be taken into account. It will be at the sole discretion of CEDR whether or not to allow this. If it is allowed, the Funeral Director will be sent the updated information and the timeframe for the Funeral Director to take one of the actions in Rule 4.1.5 will be restarted.

4.2. Remedy Review

- 4.2.1. Within the timeframe at Rule 4.1.5, the Funeral Director can notify CEDR that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2 (a "Remedy Review" request).
- 4.2.2. To make a Remedy Review request, the Funeral Director must contact CEDR and specify the reason(s) as to why one or more remedies, or an aspect of those remedies, that the Customer has requested requires a Remedy Review.
- 4.2.3. An adjudicator will consider the Funeral Director's Remedy Review request and decide whether or not they agree that the Funeral Director has shown that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2. CEDR will aim to communicate the outcome of the Remedy Review to the Parties within two working days of the Remedy Review being requested.

- 4.2.4. When a request for a Remedy Review is made, the timeframe at Rule 4.1.5 will be put on hold until the outcome of the Remedy Review is communicated to the Parties by CEDR.
- 4.2.5. If an adjudicator does not agree the Funeral Director has shown that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2, the complaint will remain active and an additional two working days will be added to the remaining timeframe for the Funeral Director to take one of the actions in Rule 4.1.5. This time extension can only be applied once, and no time extensions will be given to any subsequent rejected Remedy Review requests.
- 4.2.6. If an adjudicator agrees that the Funeral Director has shown that one or more remedies, or an aspect of those remedies, that the Customer has requested does not meet the requirements of Rule 3.2, CEDR will notify the Customer. The Customer will be given 10 working days to change their requested remedies so that they meet the requirements of Rule 3.2 if they wish to.
- 4.2.7. At the expiry of the 10 working days, CEDR will communicate to the Funeral Director any changes that the Customer has made to their requested remedies and the timeframe will be restarted for the Funeral Director to take one of the actions in Rule 4.1.5.
- 4.2.8. If an adjudicator is subsequently appointed to make a decision on the complaint, all details of the Remedy Review will be given to that adjudicator.

4.3. Settlements

- 4.3.1. If the Funeral Director agrees to give the Customer all the remedies requested (subject to Rule 4.3.2) in the Application (a "Settlement in Full"), the Funeral Director must notify CEDR of this within the timeframe set out at Rule 4.1.5.
- 4.3.2. A Settlement in Full is generally reached where the Funeral Director agrees to provide all of the remedies requested in the Application. However, in the event that the Customer has requested one or more remedies (or an aspect of those remedies) that do not meet the requirements of Rule 3.2, the Funeral Director need only agree to provide those remedies that meet the requirements of Rule 3.2, provided that the Remedy Review process set out at Rule 4.2 has been followed.
- 4.3.3. When CEDR receives notification from the Funeral Director that a Settlement in Full has been reached, CEDR will close the complaint as resolved. In order to fulfil the settlement, the Funeral Director must provide the Customer with all these remedies within 20 working days of CEDR closing the complaint as resolved, unless an alternative timeframe has been agreed between the Parties.

- 4.3.4. If the Customer considers that the settlement offered by the Funeral Director under Rule 4.3.1 is not a Settlement in Full, the Customer must notify CEDR within 20 working days of the date on which CEDR closed the complaint as resolved (in exceptional circumstances, CEDR will allow such a notification outside of this timeframe). When notifying CEDR of this, the Customer must detail which of the remedies have not been offered. CEDR will then consider whether or not a Settlement in Full has been offered by the Funeral Director. If CEDR considers that a Settlement in Full has been offered by the Funeral Director, the complaint will remain closed as resolved. If CEDR considers that the settlement offered by the Funeral Director is not a Settlement in Full, the timeframe will be restarted for the Funeral Director to take one of the actions in Rule 4.1.5.
- 4.3.5. If the Funeral Director reaches any other resolution with the Customer to settle the complaint (a “Negotiated Settlement”), the Funeral Director must notify CEDR of this within the timeframe set out at Rule 4.1.5. At the same time, the Funeral Director must provide CEDR with evidence of the offer made to the Customer and evidence confirming that the Customer has accepted that offer in full and final settlement, and therefore closure, of their complaint. When CEDR receives evidence of the Negotiated Settlement from the Funeral Director, CEDR will close the complaint as resolved. If evidence of the Negotiated Settlement is not provided, the complaint will remain active. In order to fulfil the settlement, the Funeral Director must provide the Customer with all the agreed remedies within 20 working days of CEDR being notified of the Negotiated Settlement, unless an alternative timeframe has been agreed between the Parties.
- 4.3.6. If the Customer considers that the Funeral Director has not fulfilled the Settlement in Full or Negotiated Settlement, the Customer must notify CEDR within 20 working days of the expiry of the relevant timeframe (in exceptional circumstances, CEDR will allow such a notification outside of this timeframe). When notifying CEDR of this, the Customer must detail which of the remedies have not been provided. Upon the Customer notifying CEDR that one or more remedies remain outstanding, CEDR will consider whether or not the settlement appears to have been fulfilled. If CEDR considers that the settlement does not appear to have been fulfilled, it will re-open the complaint and give the Funeral Director five working days to either show that the remedies required under the settlement have been provided, or object to the complaint being considered by CEDR (in line with Rule 4.4), or to submit the Response (in line with Rule 4.5). If the Funeral Director provides sufficient evidence showing that the settlement has been fulfilled, the complaint will be closed as resolved. If the Funeral Director does not provide sufficient evidence showing that the settlement has been fulfilled, the complaint will proceed in line with Rule 4.6.

4.4. Objections

- 4.4.1. Within the timeframe at Rule 4.1.5, the Funeral Director can object to the complaint being considered by CEDR to fall within the scope of the Adjudication Service. For clarity, the Funeral Director can object if it considers the complaint to fall partly or entirely outside the scope of the Adjudication Service.
- 4.4.2. In making an objection, the Funeral Director must contact CEDR and specify one or more reasons in Rule 2.2 as to why part or all of the complaint falls outside the scope of the Adjudication Service. The Funeral Director must show why part or all of the complaint falls outside the scope of the Adjudication Service.
- 4.4.3. An adjudicator will consider the objection and decide whether or not they agree that the Funeral Director has shown that part or all of the complaint falls outside the scope of the Adjudication Service. CEDR will aim to communicate this to the Parties within two working days of the objection being received.
- 4.4.4. When an objection is made, the timeframe at Rule 4.1.5 will be put on hold until the outcome of the objection is communicated to the Parties by CEDR.
- 4.4.5. If an adjudicator does not agree that the Funeral Director has shown that any part of the complaint falls outside the scope of the Adjudication Service, the objection will be rejected. If the objection is rejected, the complaint will remain active and an additional two working days will be added to the remaining timeframe in Rule 4.1.5 for the Funeral Director to request a Remedy Review, to settle the complaint, to make a further objection or to submit the Response to CEDR. This time extension can only be applied once, and no time extensions will be given to any subsequent rejected objections. If an adjudicator is subsequently appointed to make a decision on the complaint, all details of the objection will be given to that adjudicator.
- 4.4.6. If an adjudicator agrees that the Funeral Director has shown that all of the complaint falls outside the scope of the Adjudication Service, the objection will be upheld. If the objection is upheld, the Customer will be given 10 working days to provide reasons and/or further evidence as to why part or all of the complaint falls within the scope of the Adjudication Service, if they wish to do so. An adjudicator will then consider whether or not to reject the objection (NB. The adjudicator may agree to only part of the complaint continuing). CEDR will aim to communicate this to the Parties within two working days. At this point, it is for the Customer to show why part or all of the complaint falls within the scope of the Adjudication Service.
- 4.4.7. If an adjudicator agrees that the Funeral Director has shown that part of the complaint falls outside the scope of the Adjudication Service, the objection will be upheld in relation

to that part only. If the objection is upheld in relation to that part, the Customer will be given 10 working days to provide reasons and/or further evidence as to why part or all of the complaint falls within the scope of the Adjudication Service, if they wish to do so. An adjudicator will then consider whether or not to reject the objection (NB. The adjudicator may agree to only part of the complaint continuing). CEDR will aim to communicate this to the Parties within two working days. At this point, it is for the Customer to show why part or all of the complaint falls within the scope of the Adjudication Service.

4.4.8. Following the completion of the relevant process under either Rule 4.4.6 or Rule 4.4.7, if an adjudicator decides that part or all of the complaint falls within the scope of the Adjudication Service, the objection will be rejected and the timeframe will be restarted for the Funeral Director to take one of the actions in Rule 4.1.5. If an adjudicator decides that no part of the complaint falls within the scope of the Adjudication Service, the complaint will be withdrawn from the Adjudication Service. The decision to withdraw the complaint from the Adjudication Service is final and cannot be reviewed or appealed.

4.5. The Response

4.5.1. When CEDR receives the Response, a copy of it will be sent to the Customer.

4.5.2. If the Funeral Director does not submit the Response to CEDR within the timeframe set out at Rule 4.1.5 (including any relevant variations to this timeframe made in Rules 4.2, 4.3 and 4.4), the Adjudicator will have the power to make a decision considering only the information provided by the Customer as set out at Rule 5.2.3.

4.5.3. The Customer has five working days from the date on which the Response is sent to them to provide any comments on the Response (in exceptional circumstances, CEDR may, at its own discretion, grant the Customer an extension of the deadline for providing comments on the Response). The Customer does not have to provide comments on the Response. If the Customer does provide comments on the Response, those comments can only relate to points raised in the Response and must not introduce any new matters. Any new matters put forward by the Customer at this stage will not be taken into account by the Adjudicator when making their decision.

4.5.4. If the Customer makes any comments on the Response, CEDR will send a copy of those comments to the Funeral Director for their information only.

4.5.5. Upon receipt of the Customer's comments on the Response, or the expiry of the timeframe at Rule 4.5.3, CEDR will appoint the Adjudicator to decide the outcome of the complaint. Any further comments, information and/or evidence received from the Parties after this point will be sent to the Adjudicator. However, the Adjudicator will have the power to

decide whether or not to take some or all of the comments, information and/or evidence into account (as set out at Rule 5.2). If the Adjudicator decides to take such further comments, information and/or evidence into account, these will be shared with the other party for their information only.

4.6. The Decision

- 4.6.1. The Adjudicator appointed under these Rules will produce a written decision on the complaint (“the Decision”) by considering the information received from the Parties, any relevant laws, regulations, contracts and any applicable guidance. The Decision will generally be issued within 10 working days of their appointment in line with Rule 4.5.5.
- 4.6.2. The Decision will be set out in writing and will include full reasons for the outcome reached.
- 4.6.3. Once CEDR receives the Decision from the Adjudicator, it will be sent to the Parties simultaneously.
- 4.6.4. The Customer has 30 working days from the date on which the Decision is sent to them to notify CEDR whether they accept the Decision in full or reject it. Decisions cannot be accepted in part.
- 4.6.5. If, during the time period set out at Rule 4.6.4, the Customer notifies CEDR that they accept the Decision in full, the Decision will become binding on the Parties. CEDR will notify the Funeral Director of this.
- 4.6.6. If, during the time period set out at Rule 4.6.4, the Customer notifies CEDR that they reject the Decision or do not accept the Decision in full, or the Customer does not otherwise clearly notify CEDR that they accept the Decision in full, the Decision will not be binding on either of the Parties. CEDR will notify the Funeral Director of this.
- 4.6.7. The Decision cannot be accepted once the time period set out at Rule 4.6.4 has expired.
- 4.6.8. The Adjudicator’s Decision is final. It cannot be reviewed or appealed. Any further comments, information and/or evidence received from the Parties after the Decision has been issued will not be considered.

4.7. Compliance with the Decision

- 4.7.1. If the Decision directs the Funeral Director to take any of the actions set out at Rule 5.4, and the Customer accepts the Decision in line with Rule 4.6.5, the Funeral Director must comply with the Decision by completing the necessary action(s) within 20 working days from the date on which CEDR notifies the Funeral Director of the Customer’s acceptance of the Decision.

- 4.7.2. If the Funeral Director is, for any reason, unable to comply with the Decision within the timeframe in Rule 4.7.1, the Funeral Director must notify CEDR why this is before the timeframe expires. At the same time, the Funeral Director must provide a substitute date by which it will comply with the Decision.
- 4.7.3. If the Customer considers that the Funeral Director has not complied with the Decision within the timeframe set out at Rule 4.7.1, or any substitute timeframe in Rule 4.7.2, the Customer must notify CEDR. When notifying CEDR of this, the Customer must detail which of the remedies have not been provided. Upon the Customer notifying CEDR that one or more remedies remain outstanding, CEDR will consider whether or not the Decision appears to have been complied with. If CEDR considers that the Decision appears to have been complied with, the complaint will be closed as resolved. If CEDR considers that the Decision does not appear to have been complied with, CEDR will contact the Funeral Director to request that it complies within five working days.
- 4.7.4. In the event that a dispute arises between the Parties regarding compliance at any point, the Adjudicator will determine whether the Funeral Director has complied with the Decision. If the Adjudicator determines that the Funeral Director has complied with the Decision, the complaint will be closed as resolved. If the Adjudicator determines that the Funeral Director has not complied with the Decision, CEDR will contact the Funeral Director to request that it complies within five working days.
- 4.7.5. In the event that the Funeral Director does not comply with the Decision within five working days as set out at Rule 4.7.3 (or the five working days under Rule 4.7.4 if a dispute arises between the Parties regarding compliance), the matter will be escalated to a senior member of the Funeral Director's staff.
- 4.7.6. In the event that non-compliance with the Decision continues, appropriate action will be taken by CEDR. This may include prevention of the Funeral Director's access to the Adjudication Service and/or the reporting of the Funeral Director to the NAFD.
- 4.7.7. CEDR is unable to enforce compliance with the Decision, nor is CEDR able to apply penalties or sanctions to the Funeral Director for non-compliance with the Decision.

5. Powers of an adjudicator

- 5.1. Adjudicators will be fair and unbiased throughout the Adjudication process and will make decisions that are based on the information received from the Parties, and those laws, regulations, codes of practice, contracts and guidance documents that an adjudicator considers

to be relevant. Adjudicators will act as quickly and efficiently as possible, considering complaints in a fair and reasonable way.

5.2. An adjudicator has the power to do any of the following:

- 5.2.1. change any of the time limits set out in these Rules;
- 5.2.2. request further comments and/or evidence from the Parties, and set time limits within which the Parties must provide such comments and/or evidence;
- 5.2.3. proceed with the Adjudication process if either of the Parties does not keep to these Rules, or any instruction or direction made under these Rules;
- 5.2.4. consult any evidence not provided by either of the Parties, which the adjudicator considers to be necessary to make a decision. If this power is used, the Parties must be given an opportunity to provide comments on this evidence (NB. This power does not apply to evidence that the Parties ought reasonably to be aware of or have access to; the law, any legal or regulatory requirements; and any other published industry guidance);
- 5.2.5. take into account any evidence provided by either of the Parties that the adjudicator considers to be relevant to matters already raised in the complaint. If this power is used, the party that did not provide the evidence must be given an opportunity to comment on it;
- 5.2.6. withdraw a complaint from the Adjudication Service if, in their opinion, the entirety of the complaint falls outside the scope of the Adjudication Service (this decision cannot be reviewed or appealed);
- 5.2.7. close a complaint as resolved if the Parties settle their complaint before the Decision is made;
- 5.2.8. determine whether or not the Funeral Director has fulfilled a settlement, in the event that a dispute arises between the Parties regarding its fulfilment;
- 5.2.9. determine whether or not the Funeral Director has complied with the Decision, in the event that a dispute arises between the Parties regarding compliance.

5.3. Neither of the Parties can challenge an adjudicator's use or non-use of the powers set out at Rule 5.2.

5.4. If the Adjudicator finds that the Customer's complaint succeeds in full or in part, they can direct the Funeral Director to:

- 5.4.1. provide the Customer with a written apology (NB. the Adjudicator cannot direct an apology from a specific individual or team);
- 5.4.2. provide the Customer with one or more of the Funeral Director's available products and/or services;
- 5.4.3. take an action that they consider the Funeral Director can reasonably carry out;
- 5.4.4. do something about a bill, charge or fee;
- 5.4.5. make a payment to the Customer, the total value of which shall not exceed £10,000.00 (inclusive of VAT).

NB.

- The remedies directed by the Adjudicator must only affect and/or apply to the Customer.
- The Adjudicator will not be able to direct the Funeral Director to take an action that affects its commercial practices and/or commercial decisions.

5.5. The Adjudicator may award less than has been previously offered to the Customer by the Funeral Director. The Adjudicator may award more than has been requested by the Customer.

5.6. If the Adjudicator finds that the Customer's complaint does not succeed, they will not direct the Funeral Director to take any of the actions set out at Rule 5.4.

6. Costs

6.1. The use of the Adjudication Service is free of charge to the Parties. The NAFD is responsible for paying CEDR its fees.

6.2. Neither of the Parties needs to use legal representation, although either can do so if they wish.

6.3. The Parties must pay their own costs of using the Adjudication Service.

6.4. If either of the Parties incurs costs through the use of legal representation and/or using the Adjudication Service, the Parties agree not to claim the costs of doing so from each other, whether through the Adjudication Service or through legal action.

7. Confidentiality and data sharing

7.1. Neither of the Parties will give details of the Adjudication or the Decision to any person or organisation not directly involved in the Adjudication, unless:

- 7.1.1. it is necessary in order to enforce the Decision;
 - 7.1.2. it is necessary in order to seek advice on pursuing the complaint in an alternative forum;
 - 7.1.3. it is necessary in order to seek redress from an alternative forum; or
 - 7.1.4. CEDR gives its express written consent for such details to be shared.
- 7.2. By using the Adjudication Service, the Parties agree that CEDR may gather, retain and publish statistics and other information in relation to complaints, whilst preserving the anonymity of the Parties.
- 7.3. The United Kingdom General Data Protection Regulation (UK GDPR) applies to the Adjudication Service, and all data provided to CEDR in relation to complaints may be shared with the NAFD, by CEDR or the Customer, including all personal data.
- 7.4. By using the Adjudication Service, the Customer gives their consent for any relevant personal data held by the Funeral Director to be shared with CEDR, the NAFD and the Adjudicator for the purposes of the Adjudication process.

8. Other rules

- 8.1. CEDR will appoint a substitute adjudicator if the Adjudicator originally appointed is unable to deal with the complaint for any reason. CEDR will inform the Parties if such an appointment is made.
- 8.2. With the exception of amending a decision following any minor error and/or providing clarification on a specific point in a decision, neither CEDR nor an adjudicator will enter into correspondence with the Parties relating to any decision.
- 8.3. If either of the Parties has a complaint about the quality of the Adjudication Service provided by CEDR, the complaint should be made through the published complaints procedure, copies of which are available on the CEDR website (NB. the complaints procedure cannot be used to challenge the content or outcome of an adjudicator's decision, the decision process adopted by an adjudicator, or the content of these Rules).
- 8.4. If either of the Parties sends physical documents and/or evidence to CEDR, digital copies will be made and the physical documents and/or evidence will be immediately and securely destroyed, unless the party requests their return (this request must be made at the same time as the



physical documents and/or evidence are sent to CEDR). CEDR does not keep any physical documents and/or evidence on its premises.

8.5. Any reference in these Rules to 'working days' excludes Saturdays, Sundays and public holidays (i.e. bank holidays) celebrated in England and Wales. Any reference in these Rules to a specified time of day refers to United Kingdom local time.

8.6. The Adjudication Service, including these Rules, may be updated from time to time. The Rules in force on the date CEDR receives the Customer's Application will apply to the complaint.

