



**ADVANTAGE**  
STRUCTURAL DEFECTS INSURANCE

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## ADR Scheme Rules

### Introduction

Introduction:

- > Alternative Dispute Resolution, referred to throughout this document as ADR, is a service which acts between the consumer and developer to try to help to resolve complaints and to reach an agreed outcome.
- > AHCI will always remain impartial between Home Builder (Developer) and Home Buyer (Consumer).
- > Complaints raised via ADR are between consumers and developers who are members of the AHCI Consumer Code for Developers of Homes for Sale, referred to as the Code.
- > Developers must be a Code Member who have purchased an AHCI warranty policy and must not meet any of the exemptions as set out within Section 6 of the Code for a consumer to raise a Code Complaint and be referred to the ADR process.
- > The consumer must have first submitted their complaint via the developers' formal complaints process and allowed the required timescales to have been lapsed, the consumer must then submit a standard Code complaint and go through the AHCI Code complaint process prior to any case being reviewed via ADR.
- > The consumer will be charged a small nominal fee of £20, and the developer will be charged £200 for any viable complaint which is dealt with under the ADR scheme.
- > The consumer and developer have a right to legal or 3rd party representation although this is not a requirement.
- > Correspondence including ADR scheme rules will be sent by both post and email as a means for durable medium.
- > The maximum monetary threshold which can be sought is £10,000, the minimum monetary threshold is £1,500. Any complaint which a monetary value is required of a greater or lesser sum of these two thresholds may be refused and advice given as to where the complaint should then be directed.



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# Complaint Exemptions

- > AHCI are within their rights to refuse a complaint which may be deemed frivolous, vexatious or where no viable outcome is likely to be reached.
- > The consumer will be advised of any instances where the complaint is rejected and of the reasons.
- > If a consumer has received a final response and a conclusion has been received, the consumer may not reopen the case and/or file an additional complaint against the developer.
- > AHCI cannot review a complaint which is being reviewed and/or has had an outcome reached by 3rd party organisations, ombudsman, or legal advisor.
- > Complaints which may seriously impair the effectiveness and/or operation of the ADR service may be refused.
- > If one of the parties has sought to deliberately mislead on a matter relating to the existence or non-existence of one of the grounds for refusing to deal with the dispute, AHCI retain the right to immediately refuse to deal with the dispute any further.
- > AHCI is competent to deal with schemes it has provided a policy for only. Whilst a company based in England and Wales, instructions from Scottish and Northern Irish developers and consumers will be accepted.

# Process & Time Scale

The consumer can contact AHCI to raise a formal complaint after they have followed the developer's formal complaints process.

- > Once the initial AHCI complaint process has been completed and if the consumer has not received a resolution, they may then request for ADR to begin. This request can be done via email, post, or telephone.
- > We can only accept complaints in the English language.
- > We will firstly create a report and provide the consumer with a summary of the details within. We would request that this be reviewed fully and any changes including additional details which may be required are sent back for us to amend accordingly. Once happy with the summary, we would require signed for approval.
- > Supporting evidence (any images, copies of documents which may include contracts and reservation agreements along with all written communication and a timeline of events) should be provided via email or post within 14 days.
- > Once all relevant information is received, the summary will be sent to the developer for their review. They will have 14 days to provide any evidence or supporting information which may include additional correspondence, call logs or details in relation to contractors. This will then be sent to the consumer for their review and a final 14 days will be provided to the consumer to review the developer's evidence.
- > A completed case file will be created upon obtaining all supporting evidence from both parties and approval from the consumer that they wish to proceed with the complaint.

- > Both the consumer and developer will be notified once the case file has been created.
- > We will aim to resolve the complaint within 8 weeks from the date the parties are notified of the creation of the case file.
- > In some instances, this timescale may not be possible, and it may take longer. In these instances, we will write to both parties to provide details and provide a further timescale.
- > Initial complaints can be accepted via telephone and throughout the process if the consumer and developer so wish, however, we will require written correspondence of any evidence which is required to be included and information which is to be provided to the respective party.
- > AHCI will provide written correspondence as its preferred method of communication.
- > Within the mediation stage, both parties will be invited to discuss the complaint via conference call with the ADR official and case handler.
- > The consumer has the right to withdraw the complaint at any stage of the ADR process, although it will not be reopened once withdrawn.

## Conclusion

Conclusions will be reached based on the information provided by both parties.

- > AHCI will remain impartial throughout the process and upon reaching a conclusion, we will write to both parties with a full outline to confirm via email and by post.
- > Both parties will have 14 days to review the conclusion and respond in writing to either accept or challenge it.
- > Upon acceptance from both parties of the conclusion, the developer will be provided with 28 days to implement any action except in instances which are mutually agreed between both parties for any alternative timescale.



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