

Dispute Management System (DMS)

For ASPSPs and TPPs

Code of Best Practice:
Principles and Best Practice Standards

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1 Introduction and Overview

This Code of Best Practice (hereafter the 'Code') sets out the principles and best practice standards to be adhered to when following the Dispute Management System (hereafter the 'DMS').

The Dispute Management System (hereafter the 'DMS') supports the communication and exchange of information in relation to the management of payment initiation and account information service transaction-related enquiries, complaints or disputes between Account Servicing Information Providers (ASPSPs) and Third Party Providers (TPPs). These enquiries, complaints and disputes can be those initiated by either a payment service user (PSU), an ASPSP or a TPP.

A primary principle of the DMS and Code is for parties to make every effort to ensure that claimants are treated fairly, impartially and receive the best possible outcome (see Section 5).

The DMS is for:

- Requests and exchanges of information between ASPSPs and TPPs in relation to enquiries, complaints and disputes.
- Requests for redress repayment (e.g. where an ASPSP has paid out in response to a case, but fault lies with another party).
- Complaints forwarding.

The DMS offers:

- An open communication process for ASPSPs and TPPs.
- A solution to allow two or more parties to engage that were previously unknown to each other.
- Support to ASPSPs and TPPs in the collection of information from other parties necessary to handle enquiries, complaints and disputes.
- Support to ASPSPs and TPPs in delivering an improved PSU experience.
- Governance around the management of payment initiation and account information service transaction-related enquiries, complaints or disputes.

The DMS and Code are both voluntary and are not limited to those enrolled with Open Banking.

The DMS and Code are complementary to and not a replacement of:

- Any existing policies, procedures or agreements within or between parties in relation to complaints, disputes or enquiries management.
- Any solutions for adjudication, mediation or arbitration or the Financial Ombudsman Service (FOS).
- Any legal or regulatory requirements that exist.

Main Text

2 Background

2.1 Background to Open Banking and the Open Banking Implementation Entity (OBIE)

- 2.1.1 The Competition and Markets Authority (CMA) retail banking market investigation concluded that older and larger banks do not have to compete hard enough for customers' business, and smaller and newer banks find it difficult to grow. This means that many people are paying more than they should for their banking activities and are not benefiting from new services.
- 2.1.2 To tackle these problems, the CMA is implementing a wide-reaching package of reforms. One of the remedies is Open Banking. Open Banking enables personal customers and small businesses to share their data securely with other banks and with third party providers, allowing them to compare products on the basis of their own requirements and to manage their accounts without having to use their bank.
- 2.1.3 To deliver Open Banking, a new organisation was created and is working with the nine Banks mandated by the CMA (Allied Irish Bank, Bank of Ireland, Barclays, Danske, HSBC, Lloyds Banking Group, Nationwide, RBS Group, Santander), as well as Challenger Banks, Fintechs, Third Party Providers, Consumer Groups and other parties to define and develop the required Application Programme Interfaces (APIs), security and messaging standards that underpin Open Banking.

2.2 Background to the DMS and Code

- 2.2.1 The DMS enables the communication and exchange of information for the management of a payment initiation and account information service transaction-related enquiry, complaint or dispute.
- 2.2.2 The DMS is for:
- Requests and exchanges of information between ASPSPs and TPPs in relation to enquiries, complaints and disputes.
 - Requests for redress repayment (e.g. where an ASPSP has paid out in response to a case, but the liability may lie with another party);
 - Complaints forwarding.

2.2.3 The principal aim of the DMS is two-fold; to:

- Improve the experience of the PSU (Payment Service User) by ensuring an efficient process for enquiry, complaint or dispute management between ASPSPs and TPPs, and:
- Provide those involved with the opportunity to effectively and efficiently communicate, in a consistent manner, in relation to a complaint, dispute or enquiry.
- Improve the experience of the PSU (Payment Service User) by ensuring an efficient process for enquiry, complaint or dispute management between ASPSPs and TPPs, and:
- Provide those involved with the opportunity to effectively and efficiently communicate, in a consistent manner, in relation to a complaint, dispute or enquiry.

2.2.4 The Code sets out best practice standards in relation to the DMS.

2.2.5 The principal aim of the Code is to:

- Set out common best practice standards and principles for ASPSPs and TPPs to adhere to when applying the DMS.

3 Scope and definitions

3.1 Scope of the DMS and Code

3.1.1 The DMS and Code are both voluntary.

3.1.2 The DMS and Code are complementary to, rather than a replacement of, any existing policies, procedures or agreements within or between parties in relation to enquiries, complaints or disputes management. The DMS does not replace or override any legal or regulatory requirements that exist.

3.1.3 The DMS offers:

- An open communication process for ASPSPs and TPPs.
- A solution to allow two or more parties to engage that were previously unknown to each other.
- Support to ASPSPs and TPPs in the collection of information from other parties necessary to handle enquiries, complaints and disputes.
- Support to ASPSPs and TPPs in delivering an improved PSU experience.
- Governance around the management of payment initiation and account information service transaction-related enquiries, complaints or disputes.

3.1.4 The DMS does not offer:

- A liability model or a model for enquiry, complaint or dispute resolution.

3.1.5 The DMS and Code are complementary to and not a replacement of:

- Any existing policies, procedures or agreements within or between parties in relation to complaints, disputes or enquiries management.
- Any solutions for mediation, adjudication or arbitration, including the Financial Ombudsman Service (FOS).
- Any legal or regulatory requirements that exist.

3.1.6 The Code's provisions apply throughout the DMS.

3.1.7 The following parties can be Members of the DMS and Code:

- Account Service Payment Service Providers (ASPSPs).
- Account Information Service Providers (AISPs).
- Payment Initiation Service Providers (PISPs).

3.1.8 The use of the DMS and Code are not limited to entities that are enrolled with Open Banking.

3.1.9 The following other entities are not members of the DMS and Code but may be impacted by them:

- Payment Service Users (PSUs)
- Merchants (product or service providers)
- Financial Conduct Authority (FCA), Information Commissioner's Office (ICO) and other regulatory bodies
- Financial Ombudsman Service (FOS), any appointed mediator, adjudicator or arbitrator or alternative dispute resolution service (ADR)

3.2 Definition of enquiry, complaint and dispute

3.2.1 Definition of enquiry

The DMS considers that an 'enquiry' is:

Any request for information or clarity from a PSU, ASPSP or TPP about the provision of, or failure to provide a payment initiation or account information service that does not fall within the definition of complaint.

3.2.2 Definition of complaint

The DMS considers that a complaint is:

Any oral or written expression of dissatisfaction, whether justified or not, from, or on behalf of, a PSU, ASPSP or TPP about the provision of, or failure to provide, a payment initiation or account information service, which:

- a. Alleges that the complainant has suffered (or may suffer) financial loss, distress or inconvenience; and
- b. Relates to an activity of the respondent, or of any other respondent with whom that respondent has some connection in marketing or providing financial services or products.

3.2.3 Definition of dispute

The DMS considers that a 'dispute' is:

Any conflict in opinion between an ASPSP(s) and/or TPP(s) in relation to a case.

3.3 In-scope complaints, disputes and enquiries

3.3.1 A complaint, dispute or enquiry can be rendered in-scope of the DMS and Code if:

- a. It relates to a payment initiation or account information service transaction, and:
- b. At least one party to it is a member of the DMS and Code.

3.3.2 The enquiries, complaints and disputes can be those initiated by either a PSU, an ASPSP or a TPP.

3.4 Definition of claimant, case recipient, case respondent

3.4.1 Definition of a claimant:

The DMS considers that a claimant is: A PSU, ASPSP or TPP that makes a verbal or written expression of an in-scope complaint, dispute or enquiry.

3.4.2 Definition of a case recipient:

The DMS considers that a case recipient is: An ASPSP or TPP that receives a verbal or written expression of an in-scope complaint, dispute or enquiry.

3.4.3 Definition of a case respondent:

The DMS considers that a case respondent is: An ASPSP or TPP that is party to the in-scope complaint, dispute or enquiry that is neither the claimant nor the case recipient.

4 Becoming a member of the DMS and Code

4.1 Signing up to the DMS and Code

- 4.1.1 Those wishing to sign up to the DMS and Code should submit an application form on the Open Banking website.
<https://www.openbanking.org.uk/providers/dispute-management-system/>
- 4.1.2 Existing members should submit an update form on the Open Banking website to make OBIE aware of any amendments or updates.
<https://www.openbanking.org.uk/providers/dispute-management-system/>
- 4.1.3 OBIE aims to process requests within 10 business days and details provided will be published on the DMS contact list on the Open Banking website (hereafter the 'Contact List').
- 4.1.4 OBIE will conduct verification and eligibility checks on DMS members. These checks will be based on known standards and processes equivalent to levels that meet civil court requirements. OBIE will also verify details of the authorisation/registration of regulated entities on the relevant competent authority register, where appropriate.
- 4.1.5 To ensure the DMS is accessible to all ASPSPs and TPPs, sign-up is free and the supplementary materials are available at no cost.
- 4.1.6 Members join an active community that considers how to improve and enhance dispute, complaints and enquiry resolution in the context of the DMS.

4.2 Contact list of DMS and Code members

- 4.2.1 Members of the DMS and Code will be asked to provide the following details for the Contact List:
- Legal entity name
 - Known as (this could be trading name, brand or product type)
 - Generic business email address
 - Postal address

- 4.2.2 By providing this information, that member is agreeing to have it published on the Contact List, publicly displayed on the Open Banking website.
<https://www.openbanking.org.uk/providers/dispute-management-system/>
- 4.2.3 The Contact List is publicly available. It is a tool for members of the DMS to identify and make contact with other members when managing a complaint, dispute or enquiry.
- 4.2.4 The Code is owned by OBIE. Updated versions of the Code will be communicated to those members listed on the Contact List using the email addresses provided.

5 Principles

Set out below are the principles that all members of the DMS are expected to adhere to when handling a dispute, complaint or enquiry.

5.1.1 A member of the DMS agrees and acknowledges that, during the DMS they will always:

5.1.1.1 Treat PSUs and all parties fairly:

- Ensure it does not operate any unreasonable barriers for PSUs, ASPSPs or TPPs to submit a complaint, dispute or enquiry.
- Make every effort to ensure that claimants are treated fairly, impartially and receive the best possible outcome.
- Exercise good faith.
- Communicate fully and transparently.
- Ensure that all communication in relation to the DMS adheres to the Code.
- Coordinate their respective efforts.
- Make every effort to achieve a timely resolution.
- Ensure as far as possible that cases are resolved without the need to proceed to mediation, adjudication or arbitration.

5.1.1.2 Exchange data and information appropriately and securely:

- Ensure all data is exchanged in a secure manner (either secure e-mail exchange or by post).
- Only use the information relating to a complaint, dispute or enquiry in relation to the resolution of that complaint, dispute or enquiry.
- Respect any supplementary materials to the DMS and utilise them as intended.

- Provide any nominated adjudicator with all relevant information relating to an enquiry, complaint or dispute.
- Provide appropriate training to relevant personnel, ensure that they understand and conduct themselves in accordance with the Code, and make relevant training materials readily available

5.1.1.3 Adhere to regulation and legislation:

- Conduct its business in compliance with all relevant legislation and regulatory rules and guidance, including, but not limited to those in relation to:
 - a. Principles for Businesses as outlined within the FCA Handbook, namely: 1 Integrity: A firm must conduct its business with integrity; 2 Skill, care and diligence: A firm must conduct its business with due skill, care and diligence; 6 Customers' interests: A firm must pay due regard to the interests of its customers and treat them fairly; 7 Communications with clients: A firm must pay due regard to the information needs of its clients, and communicate information to them in a way which is clear, fair and not misleading; 8 Conflicts of interest: A firm must manage conflicts of interest fairly, both between itself and its customers and between a customer and another client.
 - b. Refunds (including provisions within the FCA Handbook and UK Consumer Rights Act).
 - c. Complaints handling, complaints forwarding and dispute management (including provisions within the FCA Handbook, UK Payment Services Regulations (PSRs)).
 - d. Consumer protection and treating customers fairly (including provisions within the FCA Handbook and UK Consumer Protection Act).
 - e. The provision of financial services (including provisions within the FCA Handbook and UK Consumer Credit Act).
 - f. Data protection and information security (including provisions within the FCA Handbook and applicable Data Protection Law).

5.1.1.4 Support OBIE Governance

- Participate in any governance activities as may be deemed necessary by OBIE, subject to prior agreement with OBIE.
- Allow OBIE access to its compliance and assurance functions so that management information can be exchanged.
- Support OBIE in the review and enhancement of the DMS and Code to ensure it remains fit for purpose and that claimants are treated fairly, impartially and receive the best possible outcome.

5.1.1.5 Keep records and Maintain Management Information:

- Maintain appropriate records for every case.
- Produce and maintain appropriate management information in relation to case activity. This should include:
 - Number of cases by claimant, product, typology, outcome.
 - Duration of each presentment and time taken to resolve.
 - Members of the DMS who have not acted in line with the Code.
- Provide the OBIE with any necessary management information to facilitate the development of best practice. Any information shared back to members by OBIE will be presented both at an aggregate level and anonymised.

6 DMS and Best Practice Standards

Set out below is the process and best practice standards that all members of the DMS are expected to follow when handling a dispute, complaint or enquiry.

6.1 DMS

6.1.1 1st Presentment

- 6.1.1.1 Log of case with unique identifier. Case recipient logs case and assigns a unique recipient case reference.
- 6.1.1.2 Classification of case. Case recipient ascertains whether the case is a complaint, dispute or enquiry in line with the definitions provided.
- 6.1.1.3 Information obtained. Case recipient defines the reason code that is applicable to the case and endeavours to obtain and complete all the required information from the claimant as outlined on the relevant form at first point of contact. Any personal data must be processed in accordance with Data Protection Law.
- 6.1.1.4 Acknowledgement of case. Case recipient provides written acknowledgement to the claimant to confirm receipt of case and advises on the next steps.
- 6.1.1.5 Case recipient performs analysis. Case recipient performs in-house analysis in line with in-house procedures. If the case is in line with their gift to resolve they will do so and close the case.
- 6.1.1.6 Claimant informed of outcome of analysis. Case recipient provides written acknowledgement of case outcome and next steps.
- 6.1.1.7 Initiate contact with case respondent(s). If case recipient is unable to resolve the case following analysis, they make contact with and issue the completed form to all case respondents. Case recipient to issue form to case respondent(s) following outcome of analysis.
- 6.1.1.8 Possible scenario: The DMS is required for a request for redress repayment, where the ASPSP has refunded the PSU but the fault lies with another party. In this situation, the ASPSP would refund/redress the PSU as appropriate, highlight this has been done on the relevant case form and submit that case form to the TPP seen to be at fault. The TPP (now case respondent) will respond to the case recipient accordingly. Internal procedures can be followed to make a redress payment from the case respondent to the case recipient.
- 6.1.1.9 Possible scenario: Case can be handled outside the DMS. The DMS is voluntary. If the parties involved have an existing relationship, policy, procedure and/or preferred route, and they are all in agreement, they may choose to resolve a case outside of the DMS.
- 6.1.1.10 Possible scenario: Claimant is a PSU and they will receive a better journey and/or outcome should another party act as case recipient. Based on the information they receive, the original case recipient should always consider whether a PSU will receive a better journey and/or outcome should another party act as case recipient. If the answer is yes, the original case recipient should advise the PSU accordingly, particularly in the case where an immediate refund would be applicable for a payment initiation complaint. However, consideration should be made to the subsequent impact this may have on the PSU journey. Should the case be a complaint, the case recipient can then 'forward' the complaint to the new party using the case forms.
- 6.1.1.11 Possible scenario: Case recipient is unable to identify or make contact with case respondent(s). Case recipient should make every available effort to identify and contact all case respondents declared by the claimant in relation to their enquiry, complaint or dispute. If case respondent(s) cannot be contacted, then the case recipient (and any other case respondents) should act in the best interests of the claimant and endeavour to resolve the case without that party.
- 6.1.1.12 Possible scenario: Inability to assign a case 'owner'. If no party wishes or is able to act as case recipient, a letter should be issued to the claimant by the original case recipient, advising of their route to escalation (FOS, or mediation, adjudication or arbitration through the FOS, an appointed Adjudicator, Mediator or Arbitrator, an ADR or through legal action).
- 6.1.1.13 Possible scenario: Case respondent(s) not signed up to the DMS and Code. Case recipient should make the case respondent aware of and request that they co-operate in line with the DMS and Code. The DMS and Code are available to any ASPSP or TPP to use. Should the case respondent refuse, the case recipient should inform the claimant and other case respondents that their case may not be handled in full compliance with the DMS and Code. Those parties that are members of the DMS and Code are still required to operate in full compliance.

6.1.2 2nd Presentment

- 6.1.2.1 Log of case. Case respondent logs case and assigns a unique respondent case reference.
- 6.1.2.2 Acknowledgement of case. Case respondent provides written or verbal acknowledgement to case recipient to confirm receipt of case and advises on the next steps.
- 6.1.2.3 Case respondent performs analysis. Case respondent performs in-house analysis in line with in-house procedures. If they are able to resolve the case based on the information provided.
- 6.1.2.4 Case recipient informed of outcome of analysis. Case respondent provides written acknowledgement of case outcome and next steps. More information requested, if necessary. If case not resolved, case respondent makes recommendation to case recipient, providing any additional information or evidence to support their case.
- 6.1.2.5 Possible scenario: Case respondent does not respond to case recipient. Case recipient is to make every effort to contact case respondents. If a case respondent does not respond the case recipient must inform all other parties. If a case respondent cannot be contacted, then the case recipient (and any other case respondents) should act in the best interests of the claimant and endeavour to resolve the case without that party.

6.1.3 3rd Presentment

- 6.1.3.1 Log of response. Case recipient logs response from case respondent(s).
- 6.1.3.2 Case recipient performs analysis. Case recipient reviews responses from case respondent(s) to determine whether there is unanimous outcome.
- 6.1.3.3 Claimant informed of outcome of analysis. Where there is a unanimous outcome, case recipient provides written acknowledgement of this and next steps to the claimant.
- 6.1.3.4 Possible scenario: Change of reason code. If a party believes a different reason code should be assigned to the case, they should make the case recipient aware. The updated reason code should be assigned by the case recipient and all parties made aware of the change so they can in-turn update their records. In all cases, the original reason code should remain visible within the casefile.
- 6.1.3.5 Possible scenario: There is no unanimous outcome. Where there are a number of possible outcomes to the case, the case recipient makes case respondent(s) aware of these outcomes. Parties should agree to deliver the best outcome for the claimant.
- 6.1.3.6 Possible scenario: Disputed fault. If there is a dispute in relation to who is at fault between the case recipient and case respondent(s), parties should endeavour to negotiate an outcome in the best interests of the claimant.
- 6.1.3.7 Possible scenario: Claimant not satisfied with outcome. If the claimant is not satisfied with the outcome, parties should endeavour to negotiate an alternative and more favourable outcome for the claimant. If parties are unwilling to do so, a letter should be issued to the claimant by the case recipient, advising of their route to escalation (FOS, or mediation, adjudication or arbitration through an appointed Adjudicator, Mediator or Arbitrator, an ADR or through legal action).
- 6.1.3.8 Possible scenario: Parties do not adhere to timescales or other features of the Code. The DMS and Code is voluntary. Where a party is non-compliant, the other parties should endeavour to act in the best interests of the claimant and resolve the case without that party. If the non-compliant party is the case recipient, the case can be escalated to mediation, adjudication or arbitration through the FOS, an appointed Adjudicator, Mediator or Arbitrator, an ADR or through legal action.

6.1.4 Escalation to mediation, adjudication or arbitration

- 6.1.4.1 Withdrawal from the DMS. If, at any time, a party wishes to withdraw from the DMS process and escalate the case for mediation, adjudication or arbitration, they should advise all other parties involved in writing.
- 6.1.4.2 A final response / deadlock letter issued to the claimant by the case recipient (and/or case respondent, where appropriate), where the case is not resolved at 1st, 2nd or 3rd presentment, advising of their route to escalation (FOS, or mediation, adjudication or arbitration through the FOS, an appointed Adjudicator, Mediator or Arbitrator, an ADR or through legal action).

6.1.5 Supplementary Materials

- 6.1.5.1 Supplementary to the DMS is a set of forms. These forms are available on the Open Banking website for any party to access and complete in order to initiate a complaint, dispute or enquiry to be handled in line with the DMS.
- 6.1.5.2 Supplementary the DMS is a list of reason codes to be assigned to in-scope complaints, disputes or enquiries.
- 6.1.5.3 The Supplementary Materials may be adapted and/or used as required

7 Mediation, Adjudication and Arbitration Best Practice Standards

Set out below are the best practice standards that all members of the DMS and Code are expected to adhere to when a case is taken to mediation, adjudication or arbitration.

7.1 When a complaint, dispute or enquiry can be taken to mediation, adjudication or arbitration

- 7.1.1 If the claimant or parties are unable to arrive at a satisfactory resolution, one or more may decide to take the case to mediation, adjudication or arbitration.
- 7.1.2 Scenarios where the case could be escalated to mediation, adjudication or arbitration are outlined in 6.1.1.12 and 6.1.3.7.

7.2 Scope of Mediation, Adjudication and Arbitration Provisions

- 7.2.1 The Code's mediation, adjudication and arbitration provisions apply to any case between:
 - a. Members of the DMS acting as a case recipient or case respondent and:
 - b. A claimant that is a PSU, who is not eligible to bring a complaint to the Financial Ombudsman Service (FOS), i.e. an 'Entity PSU'.

NB: PSUs that are eligible to bring a complaint to the FOS include: consumers, micro-enterprises (a business that both employs fewer than 10 people and has a turnover or annual balance sheet that does not exceed £2 million), small charities with annual income under £1 million at the time of the complaint, small trusts with net asset value under £1 million at the time of the complaint, consumer-buy-to-let (CBTL) consumers (in relation to CBTL business). Full details of who is eligible to bring a complaint to the FOS are set out in the FCA Handbook, DISP 2.7.

- 7.2.2 Entities passporting into the UK should apply for voluntary jurisdiction with the FOS in order that the FOS can handle their eligible cases.

7.3 Notice of Mediation, Adjudication and Arbitration

7.3.1 The case recipient shall give written notice to the claimant and all parties (the 'notice of mediation, adjudication and arbitration') of the intention to refer a case to mediation, adjudication and arbitration.

7.3.2 The notice of mediation, adjudication and arbitration shall set out:

- Case Reference Number
- Reason Code
- Case Description
- Date of Case Received

7.4 Appointing a Mediator, Adjudicator or Arbitrator

7.4.1 Following the notice of mediation, adjudication and arbitration:

- a. The referring party shall request the person (if any) specified in any existing contract or agreement to act; or
- b. If no person is named in any existing contract or agreement or the person named has already indicated that he is unwilling or unable to act, and the contract or agreement provides for a specified nominating body to select a person, the referring party shall request the nominating body (if any) to select a person to act as adjudicator; or
- c. Where neither paragraph (a) or (b) above applies, or where the person referred to in (a) has already indicated that he is unwilling or unable to act and (b) does not apply, a contract can be established or the referring party shall request an adjudicator nominating body to select a person to act as adjudicator.

7.4.2 Where a number of options are available, that chosen should be selected in order that no party is put at a disadvantage due to affordability.

7.4.3 Any person requested or selected to act as mediator, adjudicator and arbitrator in accordance with paragraph 7.4.1 shall be a natural person acting in their personal capacity.

- 7.4.4 The mediator, adjudicator and arbitrator shall not be an associate (a colleague, companion, partner, or fellow employee) of any of the parties to the case and shall declare any potential conflict of interest (financial or otherwise) in any matter relating to that case in writing prior to accepting the request to act.
- 7.4.5 The referring and/or appointing party must communicate the selection of a mediator, adjudicator and arbitrator to all parties in writing.
- 7.4.6 Where the nominating body or the adjudicator nominating body fails to comply with any obligations placed on them, the referring party may:
 - 7.4.7 Agree with another party to the case to request a specified person to act as mediator, adjudicator and arbitrator; or
 - 7.4.8 Request another adjudicator nominating body to select a person to act as mediator, adjudicator and arbitrator.
- 7.4.9 The parties to a case may at any time agree to revoke the appointment of a mediator, adjudicator and arbitrator.
- 7.4.10 The adjudicator shall be entitled to the payment of such reasonable amount as he may determine by way of fees and expenses incurred by him. Costs are to be apportioned equally between parties to that case.
- 7.4.11 Where the revocation of the appointment of the mediator, adjudicator and arbitrator is due to the default or misconduct of the mediator, adjudicator and arbitrator, the parties shall not be liable to pay fees and expenses.

7.5 Nominating Bodies

- 7.5.1 A number of ADR nominating bodies are available for dispute resolution. It is at the discretion of the parties which body is selected.

- 7.5.2 CEDR (the Centre for Effective Dispute Resolution) provides ADR and has engaged with Open Banking. CEDR is able to support in mediator and adjudicator.
- 7.5.3 The process for this appointment begins with a formal request to the CEDR, accessible at:
https://www.cedr.com/docslib/Fixed_Fee_Mediation_Booking_Form.pdf
- 7.5.4 The cost for mediation is borne by both or the many parties involved in the dispute resolution.

8 Appendix 1 Definition of Terms

Term	Definition
Account Information Service Providers (AISP)	An Account Information Service provides account information services as an online service to provide consolidated information on one or more payment accounts held by a payment service user with one or more payment service provider(s).
Account Servicing Payment Services Providers (ASPSPs)	Account Servicing Payment Service Providers provide and maintain a payment account for a payer as defined by the PSRs and, in the context of the Open Banking Ecosystem are entities that publish Read/Write APIs to permit, with customer consent, payments initiated by third party providers and/or make their customers' account transaction data available to third party providers via their API end points
Adjudication	Adjudication is a service for businesses and the public sector for dispute management, that requires a binding written decision from an expert, neutral in circumstances, where resolving the issues by means of arbitration or litigation is considered to be too slow and/or too expensive.
Alternative dispute resolution service (ADR)	A provider of a dispute resolution service, which is voluntary and does not require going to court.
Arbitration	Arbitration is a procedure by which the parties to a dispute appoint an independent and neutral arbitrator to determine the dispute. The arbitrator will hear both sides' evidence and arguments and make a decision, which the parties will have agreed to be bound by. The object of arbitration is to provide a fair resolution of a dispute by an impartial tribunal.
Case	An enquiry, complaint or dispute lodged in the context of the DMS
Case Recipient	The DMS considers that a case recipient is: An ASPSP or TPP that receives a verbal or written expression of an in-scope complaint, dispute or enquiry.
Case Respondent	The DMS considers that a case respondent is: An ASPSP or TPP that is party to the in-scope complaint, dispute or enquiry that is neither the claimant nor the case recipient.

Claimant	The DMS considers that a claimant is: A PSU, ASPSP or TPP that makes a verbal or written expression of an in-scope complaint, dispute or enquiry.
Complaint	The DMS considers that a complaint is: Any oral or written expression of dissatisfaction, whether justified or not, from, or on behalf of a PSU, ASPSP or TPP about the provision of, or failure to provide, a payment initiation or account information service, which: (a) alleges that the complainant has suffered (or may suffer) financial loss, distress or inconvenience; and (b) relates to an activity of the respondent, or of any other respondent with whom that respondent has some connection in marketing or providing financial services or products in relation to Open Banking.
Consumer	A natural person who, in payment service contracts, is acting for purposes other than his or her trade, business or profession.
Data Protection Law	Means the Data Protection Act (1998), EU Data Protection Directive 95/46/EC and the EU Privacy & Electronic Communications Directive 2002/58/EC, any amendments and replacement legislation including the EU General Data Protection Regulation (EU) 2016/679, European Commission decisions, binding EU and national guidance and all national implementing legislation.
Dispute	Any conflict in opinion between an ASPSP(s) and/or TPP(s) in relation to a case.
Enquiry	Any request for information or clarity from a PSU, ASPSP or TPP about the provision of, or failure to provide a payment initiation or account information service.
Participant	Means an ASPSP or a TPP (as the case may be) that currently participates in the Open Banking Ecosystem.
Member	An ASPSP or TPP that has signed up to follow the DMS and Code.
Merchant	An individual or entity involved in trade.
Mediation	Mediation is a voluntary non-binding private dispute resolution process in which a neutral person (the mediator) helps the parties to try to reach a negotiated settlement of a dispute. Unlike Court proceedings, mediation is more diplomatic than judgmental – at a mediation a dispute will only be resolved if the parties can agree terms
Open Banking Ecosystem	The Open Banking Ecosystem refers to all the elements that facilitate the operation of Open Banking. This includes the API Standards, the governance, systems, processes, security and procedures used to support participants.
Open Banking Implementation Entity (OBIE)	The OBIE is the delivery organisation working with the CMA9 and other stakeholders to define and develop the required APIs, security and messaging standards that underpin Open Banking.
Open Banking Standard	The Standards are the Data Standards and Security Standards in accordance with which ASPSPs will be required to make Read/Write APIs available.
Open Banking Dispute Resolution and Adjudication Process (DMS)	The Open Banking DMS is a communication and information exchange process governed by best practice standards. It is intended to be used by ASPSPs and TPPs and support with the handling of payment initiation and account information service-related complaints, disputes or enquiries.
Party	An ASPSP or TPP acting as claimant, case recipient or case respondent involved in the case in question.

Payment Initiation Services Provider (PISP)	A Payment Initiation Services Provider provides an online service to initiate a payment order at the request of the payment service user with respect to a payment account held at another payment service provider.
Payment Service User (PSU)	A Payment Services User is a natural or legal person making use of a payment service as a payee, payer or both.
Third Party Provider (TPP)	<p>Third Party Providers are organisations or natural persons that use APIs or other alternative means to access customer's accounts, in order to provide account information services and/or to initiate payments.</p> <p>Third Party Providers are either/both Payment Initiation Service Providers (PISPs) and/or Account Information Service Providers (AISPs). Providers (PISPs) and/or Account Information Service Providers (AISPs).</p>