ADR Annual Report 2022-23

Comparative Annual Statistical Reporting 2021/22 and 2022/23

Reporting Periods: 1 October 2021 – 30 September 2022 vs. 1 October 2022 – 30 September 2023

Independent Betting Adjudication Service (IBAS)

a. Dispute Volumes

Dispute Source	2021-22	**2022-23**
Domestic Consumers to Domestic Operators	3,826	**3,890**
Domestic Consumers to Overseas Operators	0	**0**
Overseas Consumers to Domestic Operators: NB - legislation requires that statistical data below relates to domestic disputes	*574*	***616***

Any company licensed in the UK is classified as a 'domestic operator' for this purpose.

Dispute Status	*2021-22*	**2022-23**
Completed	*1,694 (45%)*	**1,965 (49%)**
Rejected/Discontinued Without Conclusion	*2,112 (55%)*	**2,047 (51%)**

b. Types of Complaint

Dispute Type	*2021-22*	**2022-23**
Disputed Settlement Criteria/Bet Instructions	*798*	**1,043**
Price Dispute	*149*	**252**
Late Bets	*139*	**137**
Customer Identity	*1,068*	**958**
Bonus or Promotional Offer Terms	*208*	**411**
Cash Out Mechanism	*36*	**76**
Game/Machine Malfunction	*112*	**115**
Alleged Cheating/Match-Fixing/Crime	*117*	**106**
Social Responsibility/Self-Exclusion	*859*	**457**
Banking/Financial Transactions	*192*	**180**
Customer Service Complaints	*74*	**80**
Others	*54*	**75**

c. Disputes Rejected by IBAS

Grounds for Rejection	*2021-22*	**2022-23**
Operator's Complaints Process Not Exhausted	*1,011*	**956**
Vexatious/Frivolous Dispute	*117*	**125**
Monetary Value Too Low/High	*0*	**0**
Dispute Outside 12 Month Time Limit	*23*	**7**
Too Complex/Requires Legal/Police Investigation	*39*	**44**
Regulatory Matter (e.g. self-exclusion)	*539*	**429**
Operator Not Registered with IBAS	*104*	**142**
Customer Communication Ceased	*279*	**323**
Operator Licence Revoked/Surrendered*	*0*	**21**

d. Dispute Process Discontinuation

Grounds for Discontinuation (with or without conclusion)	2021-22	**2022-23**
Technical/Procedural Discontinuation	0	**0**
Customer/Operator Communication Ceased	279	**323**
Operator Concession or Compromise Agreed (Known)	715	**815**

e. Average Dispute Completion Times

Dispute Completion Time (days)**	2021-22	**2022-23**
Domestic Disputes	21 days	**22 days**
Cross-Border Disputes (UK citizen to non-UK operator)	N/A	**N/A**

** In accordance with ADR legislation, this is recorded as the time taken from the point at which the dispute file was completed to the point of an adjudication being published. It does not include time taken to gather evidence from both disputing parties.

f. Average Length of Time to Receive Complete Information from Gambling Businesses

Average Length of Time to Receive Complete Information***	2021-22	**2022-23**
	12 days	**14 days**

*** This measures the number of days from when the first question or questions were asked of the gambling business in relation to a complaint we had received, to the time when the case file was deemed to be complete (and ready to be passed to our adjudication panel).

g. Rate of Compliance with ADR Decisions in Consumer's Favour

Rate of Compliance	2021-22	**2022-23**
	97%	**99%**

We have encountered some delay in compliance with a small number of rulings. This concerns two businesses, and details of each delay has already been reported to the Gambling Commission.

Where rulings have been issued within the past 40 days we have assumed compliance.

h. Professional Cooperation With Other ADR Entities (None at Present)

There are no current cooperating arrangements in place with non-UK EU-based ADR entities

i. Dispute Outcome Statistics

Dispute Conclusions	2021-22	**2022-23**
Consumer Complaint Not Upheld	873	**911**
Consumer-Satisfactory Pre-Ruling Outcome, e.g. by agreed settlement or operator concession	715	**815**
Consumer Complaint Upheld By Written Decision	106	**239**
% Consumers Receiving ADR Outcome to Satisfaction	48%	**54%**

Observations on Dispute Trends to Report to the Competent Authority

Identity Checks at the Point of Withdrawal

A significant proportion of the claim forms received by IBAS concern complaints that a business has required a customer to supply various identity documents prior to processing a withdrawal.

Of 958 completed claim forms, fewer than 100 of these complaints progress through the system to an ADR decision. This indicates that the vast majority are either resolved during the course of the operator's internal complaints process or abandoned by the complainant before they have demonstrated completing the operator's internal complaints process.

The Gambling Commission directs that operators should not conduct identity checks at the point of withdrawal if such checks could have been competed earlier, but states that there may be instances where checks at that stage are justified.

The volume of complaints received – and notably the proportion of those complaints which quote or refer to regulatory guidance – suggest that there would be benefit from the regulatory advice setting out clearer examples of where checks at withdrawals can be justified.

Third Party Accounts

Where customer identity disputes do progress through the system, they frequently concern allegations – sometimes supported by persuasive evidence – that an account is being operated by someone other than the named account holder.

Typically, IBAS has accepted that it is reasonable for businesses to enforce terms and conditions which say that a person is only entitled to operate one account with each company/website which must be in their own name. Our adjudicators have generally agreed that apparent attempts to open further accounts in contravention of these terms justifies the cancellation of any bets and winnings accrued on duplicate accounts.

Our concern is whether the approach to third party accounts is being applied consistently. While we do not condone the act of attempting to bypass security checks and/or betting in bad faith, we are concerned that it is only consumer-profitable accounts where checks are made and links are detected. This creates a risk of imbalance – that an account operated by a third party which loses money is left as it is, while an account operated by a third party which wins is cancelled and its bets made void. It allows the potential for unfairness in gambling.

Again, regulatory guidance on this area would be welcomed.

Circumvention of Self-Exclusion

Similar to the above, we have debated internally and with several operators whether a different approach is needed – or at least justified – where an account is identified as being linked to a self-excluded person. We have raised this question in a number of earlier Annual ADR reports.

We recognise that some people may attempt to abuse the self-exclusion system in a bid to achieve risk-free gambling. However, our starting assumption must be that a person has self-excluded because they are seeking help to prevent themselves from betting.

Currently there is relatively little regulatory guidance in terms of the approach a business may or may not take to deal with instances where self-excluded individuals are detected to have been gambling. This results in a range of approaches, some of which IBAS considers to be fundamentally unfair.

With reference both to third party accounts and self-exclusion circumventions, we note that in some cases individuals are able to open duplicate accounts using their own names – altered in most cases – or by simply changing their personal details, such as addresses or other contact details to avoid being linked to other, earlier accounts they have opened.

Noting that current regulations require businesses to positively identify new customers before allowing them to open and deposit funds into new accounts, we would welcome evidence of greater regulatory interest in how it is possible for businesses to positively identify a new customer without identifying that they are also self-excluded – or otherwise unwanted on business grounds.

Consumer Freedom to Challenge Sporting Data

We have continued to receive a substantial quantity of disputes concerning the settlement of specialist sports data markets, e.g. 'how many shots will player X have in a football match'.

From the perspective of reviewing the fairness of operator terms, we would typically accept that it is reasonable for a business to rely on an independent third party's declaration on sports data. As a result, the outcome of the bet – the statistic itself – isn't scrutinised.

A solution to this would be to encourage sports data providers to open themselves to external, independent scrutiny; to create a system that allows consumers to challenge and seek independent review of declarations on subjective sporting data.