



Alternative Dispute Resolution Service

Consumer Guide

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Who We Are

Dispute Resolution Ombudsman, operating as the Furniture & Home Improvement Ombudsman ("FHIO") is an independent, not-for-profit Alternative Dispute Resolution ("ADR") organisation.

The Ombudsman investigates complaints and helps resolve disputes between a consumer and a business that is a Member of the British Association of Removers ("BAR").

We are a government approved provider of ADR in the United Kingdom, and we apply the BAR and Chartered Trading Standards Institute ("CTSI") Code of Practice which can be found on our website, or which can be requested directly from the Member. We also work with a wide range of stakeholders including the Citizens Advice service, the Department for Business and Trade, and regional trading standards offices.

The work that we do is impartial; we are neither a consumer champion nor a trade body. We will work with you and the BAR Member to resolve your complaint, and we will provide information arising out of this to BAR as part of their ongoing rigorous assessment process.

Our overall aim is to raise standards and inspire consumer confidence, and we work to uphold the key principles of the Ombudsman Association whilst delivering our ADR service, namely:

Independence

Fairness

Effectiveness

Openness and Transparency

Accountability

The Ombudsman is a not-for-profit organisation which, like many other schemes, is funded largely by the fees that we charge businesses who are registered with us. This helps us to ensure that our dispute resolution service remains free for



consumers to use. Our independent status is preserved by our Board of Directors, Standards Board, and is also fundamental to our approved status by CTSI.

This Guide explains how FHIO is able to consider complaints about removal / storage companies who are a current BAR Member where a consumer has already raised their complaint with the BAR Member, but they have been unable to agree on a satisfactory resolution.

Can we deal with your complaint?

FHIO can only consider a dispute with a current BAR Member if:

- They were a BAR Member at the time the service was delivered and have not entered administration, liquidation or ceased trading
- You have referred your complaint no later than 12 months after your move took place or the storage element of your contract concluded
- You have already been through the BAR Member's in-house complaints handling procedure and are unable to agree a satisfactory resolution with them and they have issued their final viewpoint letter, or 12 weeks have elapsed since the date you raised your complaint with the BAR Member (whichever is the sooner).

The Ombudsman will not consider your complaint unless you have contacted the removals / storage BAR Member concerned in writing to inform them that you have a complaint and that you want them to look at it under their internal complaint procedure. The Ombudsman expects both parties to openly communicate and fully engage with the complaint procedure.

If a BAR Member offers a goodwill gesture to resolve your dispute, you should confirm in writing whether you accept or reject the offer before escalating the complaint to the Ombudsman.

The BAR Member must:

- Acknowledge your complaint within 3 working days of receipt
- Endeavour to resolve the issue and provide you with a written outcome within 15 working days
- Provide you with a written statement expressing their final viewpoint, if you remain dissatisfied, within 60 working days of receipt of the complaint



FHIO can consider complaints about:

- Breaches of contract (i.e. failure to provide a service outlined within the agreed contract or excessive charges over and above what was agreed)
- Poor or unprofessional service
- Infringement of legal rights
- Failure to follow the rules set for the business under the BAR / CTSI Code of Practice and Membership obligations

FHIO is unable to consider complaints where:-

- The complaint is against a firm who are not a current BAR Member or were not a BAR Member when the contract was entered into
- The BAR Member acted only as a sub-contracted agent. In these cases, the complaint must be directed to the company you originally entered into a contact with
- The complaint is about a Business-to-Business contract. In these cases, the complaint will usually be more suited to the County Court
- The complaint is being or has been dealt with by a court or other redress scheme, or falls within the jurisdiction of an alternative Ombudsman, Regulator or Enforcement Agency
- The complaint concerns alleged criminal activity
- The complaint requires a full legal decision and / or legal sanctions
- The complaint was referred to the Ombudsman over 12 months from the date that your move took place or the storage element of your contract was completed
- The value of the claim is over £10,000
- The complaint is reasonably determined by FHIO to be frivolous or vexatious
- The complaint relates to insurance matters (including claims of loss / damage to property and / or goods) and / or claims which could or should reasonably be dealt with by insurance or where a consumer should or could have made insurance provision
- The complaint is against a business who has entered administration, liquidation or who has ceased trading
- The complaint relates to goods which are currently in transit

Please note that while some issues raised may fall within our remit, the Ombudsman must base any decision on objective evidence and acceptance of a claim is based on its interpretation of the rules and, where applicable, at its

discretion. This means information that can be independently verified, such as written records, correspondence or recordings. We will take note of what parties tell us, but verbal statements on their own will not be enough for us to make a formal decision.

Examples within remit (we could consider):***Poor service / conduct***

- The removal crew arrived late and left before completing the service
- Staff were unprofessional, using bad language and leaving rubbish behind
- Failure to follow Membership obligations / BAR Code of Practice
- The BAR Member failed to provide written terms and conditions before the move (required under the BAR Code of Practice)

Breach of contract / overcharging

- The consumer agreed a fixed price of £1,800, but the BAR Member later demanded an additional £600 without justification
- The BAR Member promised packing services in the signed contract but did not provide them on moving day
- Storage was contracted for six months at £200 per month but the BAR Member charged £250 per month without prior notice

Examples outside remit (we could not consider):***Court Involvement***

- The consumer or the BAR Member has already issued a County Court claim for breach of contract

Criminal Allegations

- The consumer alleges theft of jewellery during the move. This would be for the police to investigate, not the scheme

Legal decision required

- A complex dispute over ownership of goods between divorced parties, requiring a legal ruling

Change of mind

- The consumer alleges that they received a cheaper quote from an alternative removals or storage company after accepting the contract with the BAR Member

Jurisdiction

- A consumer complains that their removal company mishandled an insurance claim relating to lost or damaged goods. This falls within the jurisdiction of the Financial Ombudsman Service ("FOS")
- A consumer raises concerns about how their personal data was handled by the BAR Member (e.g. failure to comply with a subject access request, or misuse of personal data). Such issues are for the Information Commissioner's Office ("ICO") to investigate
- A consumer alleges the BAR Member has engaged in misleading advertising or unfair trading. These matters may fall to Trading Standards or another enforcement body

Insurance related issues

- A consumer wishes to claim compensation for damage to their goods they claim occurred during the provision of the service. This includes damage due to alleged poor packing
- A consumer disputes the adequacy of the insurance cover limit (i.e. £40 per box)
- A consumer is dissatisfied with how the BAR Member's insurer handled or rejected their claim
- A consumer wishes to complain of a delay in processing an insurance claim
- A consumer wishes to complain that the insurer's appointed loss adjuster undervalued the damaged goods

Please note that any complaints arising from an insurance issue (for example consumer service type complaints arising from an insurance complaint) will also be outside of the Ombudsman's remit.

Frivolous or vexatious

- A consumer submits the same complaint multiple times despite it having already been addressed and explained in writing
- The consumer submits complaints containing offensive, abusive, or threatening language towards staff
- The consumer admits their only reason for complaining is to "get the company closed down" or "BAR Membership revoked" rather than resolve a genuine dispute



- The consumer refuses to provide any evidence to support their allegations despite multiple requests
- The consumer continually shifts their complaint every time one issue is addressed, creating an endless cycle with no substantive matter remaining

Please note that such cases will not be dismissed lightly

- The Ombudsman will apply an objective assessment, based on clear evidence of behaviour (e.g. repeated submissions, abusive correspondence, disproportionate demands)
- A case will only be rejected as frivolous or vexatious where it is reasonable to conclude, with supporting evidence, that the complaint has no genuine prospect of resolution or is being pursued in bad faith
- Consumers will always be given a clear explanation as to why their case has been rejected on this basis

How we handle complaints

Once a complaint is accepted, FHIO will:

- Review the complaint and all supporting evidence
- Engage with both the consumer and the BAR Member to clarify the facts
- Where appropriate, share documents and information between the consumer and the BAR Member to allow each party to comment
- Seek to resolve the matter informally wherever possible
- Share the indicative decision with the consumer and BAR Member before finalising the outcome

All disputes are reviewed independently of BAR and the BAR Member.

Decisions are based on evidence, the terms of the contract, and the BAR Code of Practice.

Please note FHIO cannot compel a BAR Member to provide explanations as to why something may have gone wrong or make them apologise. FHIO's obligation is to make a decision that will resolve the dispute.

Please note that our services are provided in English. If this causes an issue for you, please let us know and we will do our best to support you with alternatives.

Neither party is obliged to appoint a lawyer or legal advisor to access our dispute resolution service. However, if either party is unsure as to their rights or obligations, we recommend that they seek the appropriate advice.



How long will the Ombudsman process take?

It is difficult to give any firm estimates as the time taken to consider each case will depend on the complexity of that case and how much the parties disagree. Where the case is particularly complex or serious, our process could take in the region of three months.

It is necessary for us to deal with each case in the order in which it is received. If the situation changes, or if there is any new information that you wish to be considered please contact us with this ensuring that you quote your case reference number and we will update the case file.

We do not routinely acknowledge or respond to all of these at the time that they are received. You can expect to receive a response from us at the following times:

- When we have received your application form and any supporting documents
- When we have received the BAR Member response form
- When we have conducted our initial case review or if we decide we need further information from you
- When we have an indicative decision
- When we have made our final decision

Timescales

We ask BAR Members to respond to FHIO within 10 working days for domestic move complaints and 15 working days for international moves. Consumers and BAR Members have 5 working days to provide any comments following issue of an indicative decision.

FHIO aim to close cases within 90 days.

To review our most recent set of statistics relating to case outcomes and average case times, please visit the Case Statistics page on our website or refer to our latest Annual Review.

For more information about our service, please visit [the Furniture & Home Improvement Ombudsman FAQs](#) and [FHIO Consumer Engagement Policy](#)



Possible Outcomes

The Ombudsman is a recognised alternative dispute resolution body. This means that we will decide cases along the same principles as those used by the courts. We will take account of the relevant consumer legislation, together with the requirements of the BAR / CTSI Code of Practice. Like the courts, we will make awards (which could include compensation) where appropriate.

However, unlike in a court of law, we have no power to cross examine witnesses under oath. As such, there are occasions when we may not be able to come to a formal decision. We will always ensure we arrive at a decision based on what appears to be fair and reasonable in the circumstances.

FHIO decisions are binding on the BAR Member but not on the consumer who may still choose to pursue the matter through the courts, or other alternative routes, if unsatisfied.

If the Ombudsman makes an award, you must confirm your acceptance directly with the Member within 20 days.

Confidentiality and Data Protection

All complaints are handled confidentially and in accordance with the UK General Data Protection Regulation ("GDPR"). Information is shared only with those directly involved in resolving the complaint. More information on this can be found within our Privacy Notice which can be found [HERE](#).

Monitoring and Continuous Improvement

FHIO monitors complaints data to identify trends, improve standards, and support training and compliance. Findings are reported annually to ensure accountability and transparency.

Contact Us

Furniture and Home Improvement Ombudsman ("FHIO")

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