



**Furniture &
Home Improvement**
Ombudsman

CODE OF PRACTICE

The Furniture & Home Improvement Code

VERSION
0.9

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Introduction

The Home Improvement Code of Practice establishes a comprehensive framework of standards designed to improve consumer outcomes, strengthen industry professionalism and promote secure, transparent and fair trading practices throughout the home improvement sector. It sets mandatory requirements for accredited businesses ("Code Members") covering business conduct, consumer information, workmanship, payment protection, complaint handling and access to Alternative Dispute Resolution (ADR).

The Code is founded upon a set of Consumer Protection Principles that underpin every stage of the customer journey. These principles promote fairness, transparency, quality, vulnerability awareness, effective aftercare and access to redress, ensuring that consumers receive consistent protection from initial enquiry through to completion and post-installation support.

The primary purpose of the Code is to prevent consumer detriment and improve consumer outcomes. Requirements relating to payment protection, complaint resolution, consumer information, vulnerability safeguards and installation standards operate together as an integrated framework designed to increase consumer confidence and trust in the sector.

The Code reflects modern consumer protection expectations, including transparency obligations arising under the Digital Markets, Competition and Consumers Act 2024 (DMCCA), enhanced protections for consumers in vulnerable circumstances and the need for robust, fraud-resistant payment security arrangements. It applies proportionately across a broad range of home improvement activities, from low-value supply-only purchases to complex, high-value installation projects.

Accreditation under the Code demonstrates that a business has met independently assessed standards of fairness, competence and consumer protection. Compliance is monitored through audits, mystery shopping, consumer feedback, complaint analysis and ADR outcomes. The Code Sponsor maintains independence, transparency and accountability through documented governance arrangements and regular public reporting.

The Code does not replace consumers' statutory rights. Rather, it complements existing consumer protection legislation by establishing an enforceable framework of standards that Code Members must observe throughout the

customer journey. By doing so, it seeks to raise standards across the sector, promote consumer confidence and provide effective safeguards where problems arise.

1 Purpose and Scope of the Code

1.1 This Code sets out the standards of conduct, transparency, workmanship, secure payment handling and customer service required of accredited businesses (“Code Members”) operating in the home improvement sector.

1.2 The Code aims to:

- promote fair treatment of consumers
- ensure clear, accurate and honest information throughout the customer journey
- support high-quality design, supply and installation practices
- provide consistent, accessible and fair complaint handling
- strengthen consumer confidence in accredited businesses
- ensure secure, fraud-resistant payment processes
- Provide a clear, independent route to Alternative Dispute Resolution (ADR)

1.3 Compliance with this Code is a condition of accreditation. It complements, but does not replace, statutory consumer rights.

1.4 Scope of Membership

This Code applies to all organisations and individuals admitted to membership of the Scheme, including:

- Direct Business Members
- Retail Members
- Network Members, including franchise, dealer, affiliate and other network-based business arrangements
- Trade Association Members participating through a recognised trade association or sector body; and
- Approved Contractors and Subcontractors engaged in activities associated with the supply, installation, maintenance or support of goods and services covered by this Code.

Where a Member utilises employees, agents, contractors, subcontractors, franchisees or other third parties to perform activities within the scope of this Code, the Member shall remain accountable for ensuring that such activities are conducted in accordance with the requirements of the Code.

1.5 Consumer Risk Framework

Members shall adopt a risk-based approach to the delivery of goods and services and shall implement appropriate controls to identify, prevent and mitigate the risk of consumer detriment.

Additional safeguards and monitoring arrangements shall be applied where business activities involve one or more of the following higher-risk circumstances:

- In-home sales or marketing activities
- Off-premises contracts
- Distance selling, including online, telephone and other remote transactions
- High-value transactions
- Deposits, advance payments or staged payment arrangements
- Installation, repair, maintenance or home improvement services
- Consumers who may be vulnerable due to age, health, disability, financial circumstances, language barriers or other factors affecting their ability to make informed decisions
- The use of contractors, subcontractors or other third parties in the delivery of goods or services.

The Consumer Protection Principles in Section 3 apply to all risk activities identified under this section.

1.6 Enhanced Consumer Protection Requirements

Where higher-risk activities are identified, Members shall implement proportionate controls which may include:

- Enhanced pre-contract information and transparency requirements
- Measures to ensure consumers are afforded adequate time and opportunity to make informed decisions free from undue pressure
- Verification and record-keeping processes demonstrating informed consent and acceptance of contractual terms
- Procedures for identifying and supporting vulnerable consumers
- Oversight and monitoring of contractors, subcontractors and third-party representatives
- Clear arrangements governing deposits, staged payments, payment protection and cancellation rights
- Robust complaint handling and dispute resolution procedures, and
- Periodic review of consumer outcomes and identified risks to support continuous improvement.

1.7 Demonstration of Compliance

Members shall maintain sufficient records, policies and procedures to demonstrate compliance with this Code and the effective management of consumer risk. Such evidence shall be made available to the Scheme Operator upon request for the purposes of assessment, monitoring, audit or investigation.

1.8 Activities Covered

The Code applies to all home-improvement activities undertaken for domestic consumers, including:

- Design services
- Supply-only transactions
- Supply-and-installation projects
- After-sales service, snagging and warranty support
- Furniture and supply-only furniture activities covered under Annex A – Retail Furniture & Supply-Only Furniture

1.9 Customer Journey Coverage

The Code covers the full customer journey from pre-contract information to completion and aftercare, including delivery, assembly and after-sales support for furniture items covered under Annex A.

1.10 Activities Not Covered

The Code does not apply to:

- Stand-alone retail transactions not covered by Annex A, where no design, measurement, configuration advice, delivery, assembly or after-sales support is provided
- Business-to-business transactions
- Personal injury claims
- Disputes already subject to court or another ADR body

1.11 Duration of Obligations

Code obligations apply for the statutory limitation period for breach of contract (six years).

2 Definitions

Home Improvement: The renovation, alteration or addition to a property, including kitchens, bathrooms, bedrooms, flooring, windows, conservatories, energy efficiency measures such as solar panels and heat source pumps, boilers, external work such as roofing and masonry work, landscaping and garden work, repairs and maintenance.

Snagging: A minor issue(s) requiring rectification that do not amount to a fault.

Fault: An issue(s) amounting to a breach of contract requiring remedy.

Vulnerable Consumer: A person whose ability to make the right decision, access services or protect their own interests is reduced because of personal circumstances or situational factors – including illness, bereavement, financial instability, mental health, relationship changes, social isolation or unfamiliarity with marketplaces and technology. Vulnerability is fluid and consumers may move in and out of it depending on events in their lives or changes in the marketplace.

Supply-only: The provision of goods without installation.

Supply-and-installation: The provision of goods and installation as a combined service.

Approved Secure Payment Mechanism: Any payment mechanism approved by the Code Sponsor that provides secure, auditable, fraud-resistant payment handling.

Trusted Payments App (TPA): An approved mechanism, available for Members who choose to use it providing independent warranty, resolution, secure payments and project handover.

Open Banking: A regulated payment-initiation method that enables consumers to make bank-to-bank payments through authorised providers. Open Banking does not, by itself, provide escrow, freeze, refund, insolvency or milestone-based release protections. Under this Code, Open Banking may only be used:

- as the payment method within an Approved Secure Payment Mechanism, or
- as the payment method within a tier-appropriate protection route approved by the Code Sponsor, and only where full payment protection, auditable logs, identity verification and dispute-freeze capability are provided.

3 Consumer Protection Principles

3.1 Purpose

The primary purpose of this Code is to promote fair consumer outcomes, prevent consumer detriment and increase consumer confidence in the home improvement sector.

3.2 Principles

Members shall:

- treat consumers fairly, honestly and professionally
- provide clear, accurate and accessible information to support informed decision-making
- avoid misleading, aggressive or high-pressure sales practices
- identify and appropriately support consumers in vulnerable circumstances
- deliver goods and services with reasonable care, skill and quality
- maintain effective aftercare arrangements, including warranty support, defect rectification and ongoing customer assistance
- maintain effective customer service and complaint-handling procedures
- cooperate fully with Alternative Dispute Resolution (ADR) arrangements
- protect consumer monies through arrangements appropriate to the value and risk of the transaction, and
- take reasonable steps to prevent consumer detriment and improve consumer outcomes

3.3 Consumer Outcome Focus

Members shall ensure that their policies, procedures and business practices are designed to deliver fair consumer outcomes throughout the customer journey, including after completion of the contract.

Members shall use complaints, consumer feedback, audits and ADR outcomes to identify opportunities for improvement and strengthen consumer protection arrangements on an ongoing basis.

4 Training

4.1 General Principle

Members shall ensure that all personnel engaged in activities covered by this Code are competent to perform their duties and receive appropriate training to maintain compliance with the Code and applicable consumer protection requirements.

4.2 Scope

The requirements of this section shall apply to:

- sales personnel
- customer service staff
- installation staff
- subcontractors acting on behalf of a Member
- complaint handlers, and
- managers responsible for the supervision, management or oversight of activities covered by this Code.

Members shall remain responsible for ensuring compliance with this section where functions are outsourced or subcontracted.

4.3 Training Requirements

Members shall provide training appropriate to the role and responsibilities of the individual.

As a minimum, training shall cover:

- consumer protection legislation and associated regulatory requirements
- identifying, understanding and responding appropriately to consumers in vulnerable circumstances
- the prohibition of misleading, aggressive and high-pressure sales practices
- the requirements and obligations contained in this Code
- complaint handling procedures
- Alternative Dispute Resolution (ADR) arrangements and consumer redress processes, and
- payment protection measures, including protections applicable to deposits, advance payments and consumer funds.

4.4 Induction and Refresher Training

Members shall ensure that:

- induction training is completed before an individual undertakes relevant duties without supervision
- refresher training is completed at least once in every 12-month period, and
- additional training is delivered whenever there are material changes to legislation, regulatory requirements, guidance or the Code.

4.5 Competence Assessment

Members shall assess and verify the competence of relevant personnel following training and at appropriate intervals thereafter.

Competence assessments shall be proportionate to the role and may include testing, observation, supervision, quality assurance reviews, auditing, customer feedback or other suitable methods.

4.6 Training Records

Members shall maintain accurate and up-to-date records demonstrating:

- the training undertaken by each individual
- the dates of completion
- the training content delivered
- competence assessments undertaken and their outcomes, and
- any remedial training or corrective action required.

Training records shall be retained for a minimum period of three years and made available upon request to the Code Sponsor, Independent Standards Board, auditors or other authorised compliance assessors.

4.7 Audit and Verification

Compliance with this section shall be subject to audit and verification.

Members shall provide such information, records and evidence as may reasonably be required to demonstrate compliance with the training and competence requirements of this Code.

Failure to maintain adequate training, competence arrangements or supporting records may constitute a breach of the Code.

5 Accreditation Principles

5.1 Eligibility for Accreditation

Accreditation is granted to Members who demonstrate compliance with the Consumer Protection Principles set out in Section 3 and the requirements of this Code.

5.2 Ongoing Compliance

Members shall maintain appropriate policies, procedures and controls to ensure ongoing compliance with this Code and applicable consumer protection legislation.

5.3 Condition of Accreditation

Compliance with this Code is a continuing condition of accreditation. Breaches may result in monitoring, compliance action, suspension or termination in accordance with Sections 22 to 27.

6 Membership Eligibility, Obligations and Renewal

6.1 Eligibility

Accreditation is open to bona fide businesses supplying home improvement goods and/or services to domestic consumers.

6.2 Membership Obligations

Members must:

- Comply with this Code and all associated Rules, including ADR obligations.
- Maintain accurate turnover declarations for fee calculation.
- Notify the Code Sponsor of any changes to business name details within 14 days.
- Protect consumer data in accordance with the relevant legislation
- Respond to compliance and ADR requests within required timescales

6.3 Term and Renewal

Accreditation runs for 12 months from the date of approval. Renewal is due four weeks before expiry.

Failure to provide notice of resignation at least four weeks before renewal results in automatic renewal and fee liability.

6.4 Suspension and Termination

The Code Sponsor may suspend or terminate accreditation where:

- Serious breaches occur
- Fees remain unpaid for more than 60 days
- Evidence is falsified or withheld
- The Member ceases trading or enters insolvency
- Conduct brings the Code into disrepute

6.5 Post-Termination Obligations

Members must immediately cease use of the Code logo and remove all references to accreditation.

Members remain liable for ADR fees relating to contracts formed during their accredited period.

7 Informed Decision Making

7.1 Pre-Contract Information

Code Members must provide consumers with clear, accurate and accessible information before any contract is formed. Information must be presented in a manner that supports informed decision-making, avoids consumer detriment, and complies with consumer protection legislation.

7.2 Product Characteristics, Suitability and Limitations

Code Members must provide written information covering:

- Natural characteristics that may affect appearance or performance (e.g., wood grain, fabric variation, dimensional tolerances)
- Any characteristics that limit normal use or require specific care
- Maintenance requirements and expected performance over time
- Known limitations or constraints associated with the product or design
- A written list of issues considered “snagging”
- Any dependencies or assumptions (e.g., access requirements, structural conditions, consumer-provided measurements)

Failure to disclose this information means the Member cannot rely on these characteristics in the event of a dispute.

7.3 Pricing, Transparency and Contract Clarity

Consumers must receive:

- A clear written quotation
- Itemised pricing to the extent reasonably available at pre-contract stage
- Delivery, installation or assembly costs
- Any additional charges (e.g., disposal, specialist access equipment)
- Promotions, discounts and their conditions
- Cancellation rights where applicable
- Confirmation of the Approved Secure Payment Mechanism or equivalence-approved mechanism that will be used

Where full itemisation is not reasonably possible at the pre-contract stage (e.g., complex kitchen configurations), Members must:

- Provide a clear total price
- Explain which elements cannot yet be itemised
- Provide full itemisation before final contract confirmation

This ensures compliance with DMCCA transparency requirements while recognising legitimate operational constraints. Notation only

7.4 Surveys, Designs, Measurements and Pre-Contract Documentation

Where in-home measurements or design work are required, Code Members must provide:

- Plans or equivalent information, including sketches, configuration diagrams, layout drawings or scope-of-works documents
- Clear identification of any assumptions or consumer-provided measurements
- For supply-only designs, a statement of any further checks required before installation by a third party

Plans or equivalent information must be left with the consumer before contract confirmation.

7.5 Complex Information Packs and Consumer Accessibility

Where technical or design packs exceed 10 pages (e.g., kitchen information packs), Members must provide a Key Facts Summary containing:

- The essential features of the product or design
- Critical measurements
- Key risks, limitations and dependencies
- Pricing summary
- Payment-protection arrangements
- Cancellation rights
- Lead-time expectations

Information must be layered to prevent consumer blindness to small print. Members must ensure consumers can reasonably understand the information provided, including those experiencing vulnerability.

7.6 Supply-Only Contracts

For supply-only contracts, Members must clearly state:

- Whether the product is suitable for installation by a third party
- Any checks required before installation
- Any limitations on returns or cancellations for made-to-order items
- Whether 100% upfront payment is required and how it will be protected
- Delivery expectations and access requirements

Where 100% payment is taken upfront, Members must participate in a recognised Payment Protection Scheme or demonstrate equivalent protections.

7.7 Secure Payment Information

Before contract formation, Members must inform consumers:

- Which Approved Secure Payment Mechanism will be used
- Whether the mechanism is listed as approved or equivalence-approved
- That payments made outside an approved mechanism are not protected
- How payment milestones, freezes and refunds operate
- How subcontractor arrangements (where applicable) interact with payment protection

7.8 Fairness of Contract Terms

Members shall ensure that all consumer contract terms and notices are fair, transparent and compliant with Part 2 of the Consumer Rights Act 2015.

7.9 Cancellation Rights

7.9.1 General Principle

Members must clearly inform consumers of any statutory cancellation rights that apply before a contract is concluded and must provide all information required by applicable consumer protection legislation in a clear, intelligible and accessible manner.

7.9.2 Distance Contracts

Where a contract is concluded without the simultaneous physical presence of the trader and consumer, including contracts made online, by telephone, email or other remote means, Members must:

- provide consumers with all pre-contract information required by law
- inform consumers of any applicable cancellation rights and the conditions for exercising them
- provide details of the cancellation period and the method by which cancellation may be exercised, and
- confirm the contract and required statutory information on a durable medium

7.9.3 Off-Premises Contracts

Where a contract is concluded away from the Member's business premises, Members must:

- provide consumers with clear information concerning their cancellation rights;
- provide a cancellation notice or cancellation form where required by law;
- explain any circumstances affecting the consumer's right to cancel; and
- retain appropriate records demonstrating compliance with statutory requirements.

7.9.4 Cooling-Off Periods

Where statutory cooling-off rights apply, Members must:

- honour cancellation requests submitted within the relevant statutory period;
- not impose unreasonable barriers, conditions or administrative requirements on consumers seeking to exercise their cancellation rights;
- process cancellations promptly and fairly; and
- provide refunds within statutory timescales where a refund is due.

7.9.5 Cancellation Notices

Members must make available a simple and effective method for consumers to exercise cancellation rights and must:

- acknowledge receipt of a cancellation request without undue delay
- provide confirmation where a contract has been cancelled, and
- maintain records of cancellation requests and outcomes for audit and compliance purposes

7.9.6 Statutory Timescales

Members must comply with all applicable statutory deadlines relating to:

- provision of cancellation information
- acceptance and processing of cancellation requests
- return of goods where applicable, and
- reimbursement of monies due to consumers

7.9.7 Exceptions to Cancellation Rights

Where statutory exemptions apply, including goods manufactured or customised to a consumer's specific requirements or other legally recognised exceptions, Members must:

- inform consumers clearly and prominently before the contract is concluded that cancellation rights may not apply
- explain the basis of the exemption in plain language, and

- ensure any reliance upon an exemption is lawful, reasonable and supported by appropriate records

7.10 Guarantees and Warranties

7.10.1 Where goods or services are supplied with any guarantee, warranty, insurance-backed protection, service plan, or similar arrangement, Members shall provide consumers with clear, accurate and comprehensible information before the consumer is bound by a contract.

7.10.2 Members shall provide details of:

- the identity and contact details of the warranty or guarantee provider;
- the duration of the warranty or guarantee and any renewal arrangements;
- the scope of cover, including the goods, services, components or circumstances covered;
- any limitations, exclusions, conditions or circumstances in which cover may be refused;
- the process for making a claim, including relevant timescales and contact information; and
- any costs payable by the consumer, including the purchase price, excess charges, administration fees or other charges applicable to the warranty or guarantee.

7.10.3 Members shall ensure that consumers are clearly informed that:

- any warranty or guarantee is in addition to, and does not replace or limit, the consumer's statutory rights; and
- the purchase of any optional warranty, guarantee or protection plan is not a condition of purchasing the goods or services unless such protection is an inherent and clearly identified element of the product being purchased.

7.10.4 Members shall not make misleading statements regarding the extent, value or necessity of any warranty, guarantee or protection plan.

7.10.5 Members shall provide warranty and guarantee documentation in a durable medium at or before the time the contract is concluded.

8 Sales and Marketing Standards

8.1 General Principle

Code Members must:

- Use plain English in all advertising and sales materials
- Ensure all claims are truthful, substantiated and compliant with consumer protection law
- Ensure staff are trained in Code obligations, secure-payment processes, and consumer vulnerability

8.2 Compliance Standards

Members shall ensure that all marketing communications and promotional activities comply with:

- the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code),
- the UK Code of Broadcast Advertising (BCAP Code), where applicable, and
- all relevant consumer protection legislation and associated regulatory requirements.

8.3 Consumer Reviews

Members shall not:

- publish, commission, procure, or facilitate fake consumer reviews
- submit or arrange for the submission of fake consumer reviews
- suppress, remove, or conceal genuine consumer reviews in a manner that misleads consumers
- present, select, or publish consumer reviews in a misleading manner, or
- offer incentives for consumer reviews without clearly and prominently disclosing the existence and nature of those incentives.

Members must take reasonable and proportionate steps to ensure that consumer reviews presented to consumers are genuine and must not engage in, facilitate, or permit any practice that is likely to mislead consumers regarding the authenticity of reviews.

9 Conduct in Consumers' Homes

9.1 General Principle

Members shall:

- act professionally at all times
- respect the consumer's right to make informed decisions
- take reasonable steps to identify actual or potential vulnerability
- minimise disruption to the consumer, their household, and their property

Members shall not:

- engage in harassment
- engage in coercion or undue pressure
- create a false sense of urgency
- exploit actual or potential vulnerability
- continue sales activity where it is clear that the consumer does not wish to engage

9.2 Specific Requirement

Members and their representatives shall leave a consumer's premises immediately when requested to do so by the consumer or another person with authority to make that request.

9.3 No Cold Calling

Members shall:

- respect designated No Cold Calling Zones
- maintain and operate effective suppression lists
- honour requests from consumers not to receive future visits, marketing communications, or sales approaches

Members shall have policies and procedures in place to ensure compliance with this section and shall retain appropriate records demonstrating compliance.

10 Delivery, Installation and Completion

10.1 Delivery

Code Members must:

- Provide specific delivery time slots
- Communicate lead times and risks to timescales at point of sale
- Notify consumers promptly of delays, and at least two weeks in advance where caused by product availability

10.2 Installation

Code Members must:

- Provide written start and completion dates
- Ensure installation is carried out with reasonable care and skill
- Minimise disruption and maintain a safe working environment
- Provide clear instructions on snagging, appliance operation, warranties and after-sales support on completion

10.3 Compensation and Redress

Where delays or failures occur, Code Members must compensate consumers for:

- Reasonable, substantiated out-of-pocket expenses (up to £20,000)
- Disruption and inconvenience
- Lost annual leave or loss of earnings where evidenced

Losses must be reasonably incurred, mitigated and evidenced.

11 Consumer Money Protection

11.1 Insurance and Payment Protection

To ensure consumer monies are protected against fraud, misdirection, insolvency, subcontractor failure and disputes, in a manner that is fair, proportionate and aligned to the value, risk and operational capability of the Member.

11.2 Tiered Protection Framework

Payment-protection obligations apply according to contract value and risk profile, consistent with Section 27 (Proportionality Thresholds):

Tier 1 – Full Secure Mechanism

Applies to high-value contracts (£7,501 and above) and Members with established digital systems.

Requires use of an Approved Secure Payment Mechanism providing escrow-style fund holding, milestone-based release, freeze functions and auditable transaction logs.

Tier 2 – Simplified Protection Route

Applies to medium-value contracts (£1,001–£7,500) and Members without advanced systems.

May use FHIO PPS or equivalence-approved protection combined with Open Banking payment initiation.

Tier 3 – Low-Value Route

Applies to contracts up to £1,000.

FHIO PPS, gift cards (subject to 11.6), or Open Banking supported by insolvency insurance may be used.

Milestone verification and freeze functions may be simplified in accordance with Section 27.

11.3 Insurance Requirements

Members must maintain insurance arrangements that provide protection for 100% of:

- deposits

- staged payments
- balance payments
- work-in-progress (for supply-and-installation contracts)

Where an all-risks policy is not available for the Member's business model, Tier-appropriate insurance or participation in a recognised Payment Protection Scheme that demonstrably provides protection of equal or greater scope satisfies this requirement.

Where a Member enters administration, liquidation or ceases trading, consumer monies paid in advance must be recoverable through the Member's insurance or payment-protection arrangements, irrespective of the payment method used. Recovery rights arise from the protection scheme, not from the underlying payment method.

11.4 Payment Protection Requirements

All consumer payments relating to home improvement contracts must be protected through:

- an Approved Secure Payment Mechanism, or
- a tier-appropriate protection route approved by the Code Sponsor in accordance with Section 27.

This includes deposits, staged payments, balance payments and any payment linked to design, supply or installation.

11.5 Supply-Only and 100% Upfront Payments

Where 100% payment is taken in advance for supply-only goods (e.g., kitchens, standalone furniture, doors):

- contracts over £1,000 must use Tier 2 protection;
- supply-only kitchens must use payment protection where 100% upfront payment is taken, regardless of value.

Funds must be held securely until goods are delivered or made available, either through an Approved Secure Payment Mechanism or a tier-appropriate protection route.

11.6 Gift Cards

Gift cards may be used for Tier 3 low-value supply-only contracts where:

- the Member participates in FHIO PPS or maintains insolvency insurance covering the value of the gift card; and
- the consumer receives written confirmation that gift-card payments are protected under the Member's payment-protection arrangements.

Gift cards must not be used to circumvent payment-protection obligations for Tier 1 or Tier 2 contracts.

11.7 Sub-Contractor Models

Where subcontractors are paid outside the Approved Secure Payment Mechanism or tier-appropriate route:

- consumer monies must remain protected until the Member confirms subcontractor milestones;
- the Member must demonstrate how subcontractor payment arrangements do not compromise consumer protection;
- subcontractor payments must not expose consumer funds to insolvency or misdirection risk.

For Tier 1 Members, subcontractor milestone verification must be auditable.

For Tier 2 Members, subcontractor verification may be satisfied by documented milestone confirmation supported by photographs or consumer confirmation.

For Tier 3 Members, a single completion declaration is sufficient unless higher-risk factors apply under Section 27.3.

11.8 Secure Payment Mechanisms

To ensure consumer payments are handled securely, transparently and proportionately, protecting consumers from fraud, misdirection, subcontractor failure and financial loss.

11.8.1 Approved Secure Payment Mechanisms

Code Members must use an Approved Secure Payment Mechanism or a tier-appropriate protection route for all consumer payments relating to:

- deposits
- staged payments
- balance payments
- any payment linked to a home improvement contract

Approved mechanisms may include:

- the Trusted Payments App (TPA)
- recognised deposit-protection schemes
- accredited escrow-style payment services
- insurance-backed payment-protection products
- FHIO PPS or other mechanisms approved by the Code Sponsor under the equivalence route

Members may apply for approval of alternative mechanisms under the equivalence route, demonstrating:

- secure holding of funds until milestones are met
- verified receipts
- fraud-prevention and identity-verification safeguards
- dispute-freeze capability
- auditable transaction logs
- consumer visibility of payment status and release conditions

11.9 Open Banking

Open Banking payments may only be used where they:

- form part of an Approved Secure Payment Mechanism, or
- form part of a tier-appropriate protection route approved by the Code Sponsor,

and provide full escrow or secure holding, freeze, refund, insolvency and milestone-based release protections through the combined mechanism.

Bare Open Banking payments (without a protection layer) are not permitted.

11.10 Prohibited Payment Methods

Members must not request or accept:

- direct bank transfers to personal accounts
- cash payments (except where permitted by law and recorded appropriately)
- unverified third-party payment apps
- payment links sent outside an approved or tier-appropriate mechanism
- Open Banking payments not processed through an approved or tier-appropriate protection route

11.11 Sub-Contractor Integration

Where subcontractors are used:

- the Member remains responsible for ensuring consumer payment protection;
- subcontractor payment arrangements must not undermine milestone verification or freeze functions;
- the Member must maintain records linking subcontractor milestones to consumer payment releases, proportionate to the tier applied under Section 11.2.

11.12 ADR Payment Protection Alignment (aligned to tiers)

11.12.1 Verification Source

Approved Secure Payment Mechanisms and tier-appropriate protection routes act as the primary verification source for payment dates, amounts, milestones, freeze activation and refund eligibility.

11.12.2 Dispute-Freeze Activation

Where a complaint relates to payment, Members must activate the dispute-freeze or equivalent function within the Approved Secure Payment Mechanism within 48 hours.

11.12.3 PPS and Tiered Routes

Where Members participate in a recognised Payment Protection Scheme or use a tier-appropriate route:

- funds must be held securely until milestones are met;
- auditable logs must be available for ADR;
- freeze and release functions must be compatible with ADR rulings, proportionate to the tier applied.

12 Customer Service and Complaints Handling

12.1 Customer Service Standards

12.1.1 Members shall provide accessible customer service arrangements for enquiries, quotations, orders, delivery and installation matters, and after-sales support.

12.1.2 Members shall keep customers informed of any delays, revised timescales, or remedial works affecting the provision of goods or services.

12.2 Complaint Handling

12.2.1 Code Members must:

- Maintain a written complaints procedure
- Acknowledge complaints within 7 days and aim to resolve within 30 days
- Provide a clear flowchart explaining complaint handling
- Signpost consumers to Citizens Advice and ADR
- Treat consumer vulnerability with additional care

12.2.2 Where a complaint relates to payment, the Member must activate the dispute-freeze or equivalent function within the Approved Secure Payment Mechanism.

12.2.3 A complaint becomes a dispute when it is not resolved to the consumer's satisfaction or within required timescales.

12.3 Alternative Dispute Resolution and Escalation Process

The Code requires Members to maintain and operate a fair, accessible and effective complaints procedure designed to resolve consumer complaints promptly and proportionately.

Where a complaint cannot be resolved through a Member's internal complaints procedure, the following escalation process shall apply:

12.3.1 Complaint Escalation Pathway

A complaint shall progress through the following stages:

1 Consumer Complaint

The consumer submits a complaint to the Member in accordance with the Member's published complaints procedure.

2 Internal Escalation

The Member shall investigate the complaint and seek to resolve the matter through its internal complaints process within the timescales specified in this Code.

3 Deadlock or Eight-Week Referral Trigger

Where:

- the Member issues a written deadlock letter confirming that no further internal resolution can be achieved; or
- eight weeks have elapsed since the complaint was first received and the complaint remains unresolved,

the consumer shall be advised of their right to refer the complaint to Alternative Dispute Resolution.

4 Referral to the Furniture & Home Improvement Ombudsman (FHIO)

The Furniture & Home Improvement Ombudsman (FHIO) shall be the recognised Alternative Dispute Resolution provider for disputes arising under this Code. Members shall provide consumers with clear and accurate information regarding access to FHIO and the ADR process.

5 ADR Determination

Members shall cooperate fully with FHIO throughout the ADR process and shall comply with any requirements arising from that process. Participation in ADR shall not restrict or remove any statutory rights available to consumers.

12.4 Information Requirements

Members shall ensure that consumers are informed, in a clear and accessible manner, of:

- the Member's complaints procedure
- complaint escalation arrangements
- the circumstances in which a deadlock letter will be issued
- the consumer's right to refer an unresolved complaint to FHIO, and
- the method by which a referral to FHIO may be made

12.5 Consistency of Complaints and ADR Information

All references to Alternative Dispute Resolution within Member documentation, Scheme documentation and associated guidance shall consistently identify the Furniture & Home Improvement Ombudsman (FHIO) as the ADR provider.

Complaint-handling procedures, escalation arrangements and associated timescales shall be consistent across:

- this Code
- membership application documentation
- Scheme Terms of Reference
- consumer-facing guidance documents, and
- any other published complaints information

Failure to provide consistent information regarding complaints handling or ADR arrangements may constitute a breach of this Code.

13 Data Protection and Information Handling

13.1 Members must comply with the Data Protection Act 2018 and ICO guidance.

13.2 Members must protect consumer data relating to payments, identity verification, installation records and vulnerability disclosures

13.3 Members must ensure secure retention and transfer of all documents required for ADR.

14 ADR Liaison Requirements

14.1 Members must appoint a primary ADR liaison officer and deputy with authority to bind the business in settlement negotiations

14.2 The ADR liaison must:

- Respond to ADR requests within 7 days
- Provide evidence promptly
- Ensure internal complaint procedures are followed
- Activate payment freezes where required

15 Alternative Dispute Resolution (ADR)

Where internal procedures fail or eight weeks have elapsed, consumers may escalate to the approved ADR body.

The ADR body may:

- Review written submissions
- Seek expert evidence
- Issue recommendations or binding decisions
- Award compensation or performance remedies

The ADR body may request transaction logs, milestone records and freeze-status data from the Approved Secure Payment Mechanism.

Failure to engage may result in a decision being made without the Code Member's input.

16 ADR Jurisdiction, Process and Binding Nature

16.1 ADR applies to disputes relating to goods, services, installations, payment handling, or conduct covered by this Code.

16.2 A consumer may escalate to ADR when internal procedures are exhausted (Deadlock), or 8 weeks have elapsed since the consumer's first written complaint.

16.3 ADR decisions are binding on Members. Consumers retain statutory rights.

16.4 Members must provide all requested documents, including:

- Contracts, quotations, designs, surveys
- Installation records
- Payment logs and freeze-status data
- Communications with the consumer

Failure to respond within 7 days may result in a decision without Member input.

16.5 Members must pay ADR fees within 30 days.

17 ADR Fees and cost recovery

ADR fees may include conciliation fee, inspection, expert reports adjudication and case administration fee

Fees must be paid within 30 days. Non-payment may result in suspension.

18 Transparency and Case Reporting

18.1 The Code Sponsor may publish anonymised case studies

18.2 Where Members fail to honour ADR decisions, the Code Sponsor may disclose details to enforcement bodies.

19 Governance, Monitoring and Accreditation

19.1 Governance Structure

The Code Sponsor will maintain:

- Code Sponsor Board – responsible for strategic oversight, Code maintenance and annual reporting
- Executive Team – responsible for day-to-day administration, membership, monitoring and compliance
- Compliance & Sanctions Panel – responsible for determining breaches and sanctions
- Consumer Advisory Panel – providing insight on consumer detriment, vulnerability and emerging risks

19.2 Independence

- Decision-making must be free from commercial influence
- Industry representatives cannot form a majority on any decision-making panel
- Conflicts of interest must be declared and managed

19.3 Code Review

- Full review every three years
- Annual light-touch review to incorporate legislative changes or emerging risks

19.4 Annual Reporting

The Code Sponsor will publish an annual report including:

- Membership numbers and changes
- Audit outcomes
- Compliance actions and sanctions
- ADR performance data
- Consumer detriment analysis
- Improvement actions for the coming year

19.5 Stakeholder Engagement

The Code Sponsor will cooperate with consumer advisory bodies, including organisations representing consumer interests, vulnerability specialists, and relevant enforcement or regulatory bodies, and will take their feedback into account when reviewing and updating the Code

20 Business Continuity and Legal Notifications

20.1 Members must notify the Code Sponsor within 7 days of insolvency, administration, liquidation relevant legal proceedings Criminal or ceasing or intending to cease trading

20.2 The Code Sponsor may suspend accreditation immediately where credible evidence suggests imminent cessation of trading.

20.3 Where a Member ceases trading, the Code Sponsor may freeze all consumer payments, notify ADR bodies and enforcement agencies and publish consumer guidance

21 Audit & Compliance Framework

21.1 Audit Types

- Compliance Declaration
- Baseline Audit – on joining.
- Annual Compliance Audit – risk-based review
- Enhanced Audits – triggered by complaints, ADR outcomes or suspected breaches

21.2 Audit Methodology

Audits may include:

- Document review
- Mystery shopping
- Consumer survey analysis
- Site visits
- Website Checks
- Training record review
- Marketing review
- Verification of the use of an Approved Secure Payment Mechanism.

Verification of the use of an Approved Secure Payment Mechanism or tier-appropriate protection route, including use of the automated compliance system where applicable.

21.3 Risk Scoring

Members will be categorised as:

- Low risk
- Medium risk
- High risk

21.4 Compliance Actions

Actions may include:

- Advisory Note
- Improvement Notice
- Enhanced Monitoring
- Suspension
- Termination.

Use of a payment mechanism or protection route that has not been approved, either through the published list, the equivalence route or the tiered framework in Sections 10 and 11, constitutes a serious breach

21.5 All sanctions and compliance actions will be recorded and included in the annual report.

22 Disciplinary & Sanctions Panel (DSP)

22.1 Cases may be referred to the DSP by the Compliance Team where serious breaches occur, repeated non-compliance is identified, secure-payment rules are breached or ADR decisions are ignored.

22.2 Hearings may be conducted in person or virtually. Members may be represented.

22.3 Sanctions may include advisory notices, corrective action, mandatory training, suspension, termination or referral to enforcement bodies.

22.4 Members may appeal DSP decisions within 14 days. Any appeal will be heard by an independent panel.

23 Consistency of Disciplinary and Sanctions Documentation

The Code, Appeals Procedure, Independent Panel Terms of Reference, Compliance and Monitoring Framework, and Sanctions Framework shall operate as an integrated enforcement framework and shall be maintained in a consistent and aligned format.

FHIO will ensure that

- disciplinary terminology is applied consistently throughout all documents
- sanctions and enforcement outcomes are described consistently in all documents
- rights of review and appeal are identical across all documents
- procedural timescales and deadlines are consistent across all documents
- any amendment to one document that affects disciplinary, compliance, sanctions or appeals processes is reflected in all related documents before implementation

FHIO will periodically review the framework to ensure continuing consistency and accuracy.

24 Monitoring, Consumer Outcomes and Code Effectiveness

24.1 General Principle

FHIO shall maintain arrangements to assess the effectiveness of this Code in delivering positive consumer outcomes, promoting compliance by Members, and supporting continuous improvement in standards across the sector.

24.2 Annual Review of Code Effectiveness

FHIO shall undertake an annual review of the operation and effectiveness of the Code. The review shall consider:

- levels of Member compliance with Code requirements
- consumer complaints and dispute trends
- outcomes achieved through complaint resolution processes
- recurring causes of consumer detriment
- stakeholder feedback, and
- opportunities for improvement to the Code or its administration.

The findings of the review shall be documented and reported to The Ombuds Group Board.

24.3 Key Performance Indicators

The Code Sponsor will establish, maintain and publish a framework of Key Performance Indicators (KPIs) to measure the effectiveness of the Code and its administration.

The KPI framework shall:

- focus on consumer outcomes as well as operational performance
- include measurable and objective criteria
- be subject to periodic independent review; and
- support year-on-year assessment of Code effectiveness.

24.4 Independent Validation

Any methodology used to assess Code performance, consumer outcomes, compliance rates, survey findings, sampling arrangements, or other performance measures shall be subject to independent review and statistical validation where appropriate.

FHIO shall take reasonable steps to ensure that data collection, analysis and reporting methodologies are robust, transparent, reliable and capable of producing accurate and reproducible results.

24.5 Continuous Improvement

Where monitoring identifies areas of concern, FHIO shall develop and implement improvement actions and report progress to The Ombuds Group Board.

25 Consumer Benefit

25.1 The purpose of the section is to demonstrate that the Code delivers measurable improvements in consumer outcomes and reduces detriment.

25.2 Key Consumer Benefit Areas

- Transparency and informed decision-making
- Reduced detriment
- Improved installation quality
- Faster, fairer complaint resolution
- Better protection for consumer experiencing vulnerability
- Secure payments.

25.3 Core KPIs

Complaints & ADR

- % of complaints resolved within 30 days
- ADR resolution within 90 days
- Reduction in upheld ADR cases
- Compensation trends

Consumer Satisfaction

- Overall satisfaction score
- Satisfaction with installation quality
- Satisfaction with complaint handling
- Net Promoter Score (NPS)

Delivery & Installation Performance

- % of installations completed on time
- % of deliveries within agreed time slots
- Snagging rate within first 30 days
- Repeat visit rate

Vulnerable Consumers

- % of staff trained in vulnerability
- Number of vulnerability-related adjustments made
- Satisfaction scores for consumers experiencing vulnerability

Compliance & Enforcement

- Number of audits completed
- Number of sanctions issued
- Time to close compliance actions
- Secure-payment compliance rate

25.4 Consumer Benefit Statement

FHIO shall publish an annual Consumer Benefit Statement setting out:

the benefits delivered to consumers through operation of the Code;

- key consumer outcome measures
- complaint and resolution statistics
- identified areas for improvement, and
- actions taken to strengthen consumer protection and confidence

The statement shall be published in a manner that is accessible to consumers and stakeholders.

26 Logo Usage Protocol

26.1 Members may use the Approved Code logo only:

- While fully accredited
- In accordance with the Code Sponsor's brand guidelines
- On materials directly related to home improvement services covered by the Code

26.2 Members will use the FHIO logo alongside the Approved Code logo in accordance with the same criteria as is set out in 26.1

26.3 Members must not:

- Use the logo after suspension or termination
- Imply accreditation applies to non-covered services
- Alter, distort or re-colour the logo
- Use the logo in a way that suggests government endorsement.

26.4 Logo use will be checked during audits, any misuse triggers immediate compliance action

26.5 Enforcement

- First breach: written warning and correction required
- Second breach: suspension of accreditation
- Serious misuse: termination and referral to Trading Standards

27 Purpose of Proportionality Thresholds

The purpose of proportionality thresholds is to ensure that Code obligations are applied in a manner that is fair, reasonable and appropriate to the scale, value and risk profile of the contract.

Thresholds prevent disproportionate burden on low-value or low-risk contracts while maintaining robust consumer protection for higher-risk transactions.

27.1 General Principles

Proportionality under this Code is based on four principles:

- Risk-based protection — higher-value or higher-risk contracts require stronger safeguards.
- Consumer detriment prevention — thresholds must not reduce essential protections.
- Operational feasibility — obligations must be achievable for micro-businesses and supply-only retailers.
- Transparency — consumers must understand how protections apply to their contract.

27.2 Contract Value Thresholds

The following thresholds apply to payment protection, documentation, and pre-contract requirements:

27.2.1 Low-Value Contracts (Up to £1,000)

Examples: supply-only front doors, standalone furniture items, minor works.

Requirements:

- FHIO PPS or other simplified protection may be used.
- “Plans or equivalent information” may be used instead of formal drawings.
- Itemised pricing may be limited to what is reasonably available.
- Delivery dates may be indicative rather than fixed.
- Subcontractor milestone verification may be simplified.
- Secure payment mechanism is recommended but not mandatory if equivalence is demonstrated.

27.2.2 Medium-Value Contracts (£1,001–£7,500)

Examples: supply-only kitchens, multi-item furniture orders, small installation projects.

Requirements:

- Full payment protection required unless equivalence is demonstrated.
- Itemised pricing required before final contract confirmation.
- Plans or equivalent information must be provided.
- Delivery and completion dates must be realistic and conditional where appropriate.
- Subcontractor milestone verification must be documented.
- Secure payment mechanism mandatory for deposits and staged payments.

27.2.3 High-Value Contracts (£7,501 and above)

Examples: full kitchens, large installations, multi-room projects.

Requirements:

- Full payment protection mandatory.
- Detailed plans required.
- Full itemisation required.
- Written start and completion dates required (conditional dates permitted).
- Two-week notice of product availability required unless supply-chain constraints make this impracticable.
- Subcontractor milestone verification must be auditable.
- Secure payment mechanism mandatory for all payments.

27.3 Risk-Based Thresholds (Non-Financial)

Certain contracts may require enhanced protection regardless of value:

- High-risk materials (e.g., bespoke stone, custom cabinetry)
- Made-to-order items with limited cancellation rights
- Complex supply chains involving multiple subcontractors
- Vulnerable consumers
- Structural dependencies (e.g., kitchens requiring precise measurements)

Where these risks exist, Members must apply medium- or high-value protections even if the contract value is below £1,000.

27.4 Supply-Only Proportionality

Supply-only contracts have distinct proportionality rules:

27.4.1 Supply-Only Under £1,000

- FHIO PPS acceptable
- No requirement for full milestone-based protection
- Plans not required unless design advice is provided

- Delivery dates may be indicative

27.4.2 Supply-Only Over £1,000

- Payment protection required
- Plans or equivalent information required
- Itemisation required before final confirmation
- Clear statement of checks required before third-party installation

27.4.3 Supply-Only Kitchens

Regardless of value:

- Key Facts Summary required
- Dimensional tolerances must be disclosed
- Access requirements must be disclosed
- Payment protection required where 100% upfront payment is taken

27.5 Subcontractor Proportionality

Where subcontractors are used:

- Low-value contracts may use simplified milestone verification.
- Medium-value contracts require documented milestone confirmation.
- High-value contracts require auditable milestone logs.
- Consumer monies must remain protected until subcontractor milestones are met, regardless of contract value.

27.6 Documentation Proportionality

Low-Value Contracts

- Sketches or scope-of-works documents acceptable
- Short-form quotations acceptable
- Key Facts Summary optional

Medium-Value Contracts

- Plans or equivalent information required
- Key Facts Summary recommended
- Full quotation required before final confirmation

High-Value Contracts

- Full plans required
- Key Facts Summary mandatory

- Full itemisation mandatory

27.7 Consumer Communication Requirements

Members must inform consumers:

- Which proportionality tier applies
- What protections are included
- Any limitations arising from contract value or risk
- That payments made outside approved mechanisms are not protected

27.8 Annual Review of Thresholds

The Code Sponsor will review proportionality thresholds annually, considering:

- ADR case trends
- Consumer detriment analysis
- Supply-chain risk
- Industry feedback
- Audit outcomes

Thresholds may be adjusted to reflect emerging risks or market changes.

Retail Furniture & Supply-Only Furniture

Purpose and Status of this Annex

This Annex sets out additional obligations for Code Members supplying stand-alone furniture items, modular furniture, supply-only kitchens, and other non-installed home-furnishing products.

It supplements the main Code and applies where the Member provides:

- Design advice
- Measurement services
- Product configuration
- Delivery
- Optional assembly
- After-sales support

Where a Member provides installation services, the main Code applies in full.

Scope of the Annex

This Annex applies to:

- Stand-alone furniture items (sofas, chairs, tables, beds, wardrobes, storage units, mattresses, soft furnishings)
- Modular or flat-pack furniture
- Supply-only kitchens and furniture components
- Furniture delivered with optional assembly
- Furniture supplied as part of a wider home-improvement project

This Annex does not apply where:

- No design, measurement or configuration advice is provided
- The item is purchased as a simple retail transaction without delivery or assembly
- The item does not form part of a home-improvement project

Members must clearly state whether a transaction is covered by this Annex.

Definitions (Furniture-Specific)

Furniture Item — A stand-alone product intended for domestic use, including upholstered, wooden, metal or composite furniture.

Assembly — The construction or fitting together of a furniture item after delivery, whether carried out by the consumer or the Member.

Natural Variation — Inherent differences in colour, grain, texture or finish arising from natural materials such as wood, leather or fabric.

Dimensional Tolerance — The acceptable variation in product dimensions due to manufacturing processes.

Access Requirements — The measurements and conditions required to deliver furniture safely to the consumer's chosen room.

Pre-Contract Information Requirements (Furniture-Specific)

Members must provide clear, accurate information on:

- Materials and construction (e.g., solid wood, veneer, foam density, spring type)
- Expected durability and care requirements
- Fire-safety compliance for upholstered items
- Weight limits and stability requirements
- Assembly requirements, tools needed and estimated assembly time
- Dimensional tolerances
- Access requirements for delivery
- Hygiene-related restrictions on returns (mattresses, upholstered goods)
- Natural variation affecting appearance

Where formal plans are not produced, “plans or equivalent information” (sketches, configuration diagrams, scope-of-works documents) may be provided.

For complex products (e.g., kitchen packs exceeding 10 pages), Members must provide a Key Facts Summary to prevent consumer blindness to small print.

Pricing and Contract Clarity

Members must provide:

- A clear written quotation
- Itemised pricing to the extent reasonably available at pre-contract stage
- Delivery and assembly costs
- Lead-time information
- Cancellation rights
- Confirmation of the payment-protection mechanism used

Where full itemisation is not possible at pre-contract stage, Members must provide a complete breakdown before final contract confirmation.

Delivery and Assembly Standards

Members must:

- Provide realistic delivery lead times and explain supply-chain risks
- Notify consumers promptly of delays; two-week notice applies where reasonably practicable
- Provide room-of-choice delivery where feasible
- Record any damage identified at delivery
- Allow consumers at least 48 hours to report concealed damage
- Carry out assembly with reasonable care and skill
- Provide instructions for care, maintenance and warranty activation

Payment Protection (Furniture-Specific)

Supply-Only and 100% Upfront Payments

Where 100% payment is taken in advance, Members must:

- Use a recognised Payment Protection Scheme, or
- Demonstrate equivalent protections (secure holding of funds until goods are delivered or made available)

This requirement applies as applicable to the nature of the contract.

Proportionality Threshold

Contracts below £1,000 may use FHIO PPS or other simplified protection.

Contracts above £1,000 must use full payment protection unless equivalence is demonstrated.

Sub-Contractor Models

Where subcontractors are paid outside the secure mechanism:

- Consumer monies must remain protected until subcontractor milestones are confirmed
- Members must demonstrate that subcontractor arrangements do not compromise consumer protection

Guarantees and After-Sales Support

Members must provide:

- Clear guarantee periods for structural frames, mechanisms, upholstery and mattresses
- Wear-and-tear guidance (pilling, compression, fading, softening)
- Manufacturer warranties for integrated products
- Clear instructions for reporting faults, comfort issues or assembly defects

Issues raised within the first year must be investigated to determine whether a manufacturing or assembly defect exists.

Complaints and ADR (Furniture-Specific Evidence)

Members must provide the following evidence in furniture disputes:

- Delivery records
- Access notes
- Photographs of damage
- Assembly records
- Product specifications and dimensional tolerances
- Evidence of disclosed natural variation
- Warranty documentation
- Consumer communications

Where a complaint relates to payment, Members must activate the dispute-freeze function within 48 hours.

Vulnerability and Consumer Support

Members must:

- Use a standardised vulnerability checklist
- Train staff annually on vulnerability indicators
- Make reasonable adjustments (longer decision times, simplified information, alternative communication formats)

KPIs for Furniture Members

Furniture Members will be assessed against:

- % of deliveries completed first time
- % of items delivered without damage
- % of returns processed within 14 days
- % of made-to-order items delivered within stated lead times
- Satisfaction with product quality and assembly
- Complaint-resolution times
- Secure-payment compliance rate

Member scores may be published in the annual Consumer Benefit Statement.