



RULES OF OPERATION

of the Consumer Alternative Dispute Resolution Centre at the National Association for Out-of-Court Settlements (NAIS)

Article 1. (1) The Centre for alternative dispute resolution of consumer disputes between traders and other providers of goods/services, on the one hand, and their consumers, on the other hand

/hereinafter referred to as the Centre/ is an organisational and management structure at NAIS.

(2) The Centre functions as a structure of NAIS and continuously carries out alternative dispute resolution activities for consumer disputes within the meaning of Section II - Article 181a et seq. of the Consumer Protection Act (CPA). In this regard, the Centre resolves disputes on the basis of complaints submitted to the Centre by consumers against traders.

(3) The provisions of these Rules govern the activities of the Centre and the requirements for alternative dispute resolution procedures for consumer disputes, in accordance with the Statute of NAIS and the Consumer Protection Act /CPA/.

(4) The Centre is managed by the Management Board of NAIS. The address at which the Centre carries out its activities may differ from the registered address of NAIS.

(5) Alternative dispute resolution /ADR/ services are provided to traders and other providers of goods/services that are associate members of NAIS or have designated the Centre at NAIS as an ADR structure for the resolution of their consumer disputes, as well as to those that are not members of NAIS. The associate members of the Association undertake the obligation to participate in resolving disputes concerning complaints submitted against them to the NAIS ADR Centre.

(6) The activities of the Centre are financed by regular and additional membership contributions from the members of NAIS and by fees for the use of its services.

Article 2. The Centre examines consumer disputes in the following sectors:

1. Consumer goods
2. Consumer services
3. Financial services
4. Electronic communications and postal services
5. Transport services
6. Holiday-related services
7. Energy and water
8. Healthcare, subject to the exceptions provided for in Article 181b, items 8 and 9 of the CPA
9. Education, subject to the exceptions provided for in Article 181b, items 8 and 9 of the CPA

Article 3. (1) The Centre examines national and cross-border disputes arising between consumers and traders in relation to obligations deriving from concluded contracts, including online contracts, for sale or for the provision of services, including the sale of digital content or its provision against payment.



The Centre examines consumer complaints submitted by consumers through the use of its own online dispute resolution platform in accordance with the requirements of the applicable Bulgarian and European law.

Article 4. (1) The alternative dispute resolution procedure for consumer disputes at the Centre may be initiated by a consumer or by a trader on the basis of a complaint submitted by the consumer against a trader and other providers of goods/services that are associate members of NAIS or have designated the Centre at NAIS as an ADR structure for the resolution of their consumer disputes, as well as against those that are not members of NAIS and are established in the territory of the country or of the EU, where the dispute falls within the scope of this procedure pursuant to Article 2 of these Rules.

(2) The Centre examines disputes between consumers and traders in compliance with the principles of expertise, independence, impartiality, transparency, efficiency, fairness, freedom and lawfulness.

(3) The ADR Centre at NAIS is obliged to:

1. maintain an updated website which provides the parties with easy access to information concerning the ADR procedure and which enables consumers to submit complaints and the necessary accompanying documents online;
2. provide the parties, at their request, with the information under item 1 concerning the ADR procedure on a durable medium;
3. enable the consumer to submit a complaint by post or electronically;
4. enable the exchange of information between the parties by electronic means;
5. ensure that, when processing personal data, it complies with the requirements of the Personal Data Protection Act.

(4) The Centre provides consumer dispute resolution services by applying a mediation procedure, the stages of which are set out in the General Terms and Conditions and Procedural Rules of the Centre.

(5) The maximum time limit for the examination of consumer complaints by the Centre is 90 days, calculated from the date on which the mediator agrees to conduct the complaint, thereby marking the start of the procedure and the first contact under it.

(6) The Centre may refuse to examine a dispute between a consumer and a trader where:

1. the dispute is minor or unfounded;
2. the dispute is being examined or has been examined by another ADR body, by the pre-trial authorities or by a court;
3. the pecuniary interest in the dispute is less than EUR 50;
4. the examination of the dispute would seriously hinder the work of the Centre due to its factual and legal complexity;
5. the subject matter of the dispute concerns the endangerment or impairment of human health or of public order and security.

(7) Where the Centre refuses to examine a dispute on the basis of any of the grounds under



paragraph 6, it shall state the reasons for its refusal to both parties no later than five working days from receipt of the complaint.

Article 5. (1) The natural persons who participate in the examination of disputes in an ADR procedure at the Centre - mediators /also referred to as ADR “Experts”/ - are independent, impartial and possess the necessary expert knowledge.

(2) The ADR Experts at the Centre:

1. possess the necessary knowledge and skills in the field of out-of-court or judicial resolution of consumer disputes, as well as general knowledge of law;
2. work under civil law contracts for an indefinite term and are appointed by decision of the Management Board of NAIS;
3. may not be released without justified reason;
4. may not receive instructions from the parties to the dispute or from their representatives;
5. receive remuneration that does not depend on the outcome of the ADR procedure;
6. sign a declaration of impartiality and confidentiality;
7. provide NAIS, without undue delay, with information on all circumstances which may affect or may be perceived as affecting their independence and impartiality, or which lead to a conflict of interest with any of the parties to the dispute they are resolving;
8. possess additional skills and knowledge for resolving consumer disputes and/or have acquired additional qualifications in this field.

(3) The ADR Experts at NAIS are selected by the Management Board of NAIS after an application has been submitted by the respective expert to the Management Board and information under paragraph 2 has been provided. The Management Board may require additional information and conducts an interview with each candidate expert.

(4) Where there are doubts regarding the independence and impartiality of the ADR Experts at NAIS in a specific procedure, by decision of the Ethics Subcommittee at NAIS:

1. the expert shall be replaced by another expert who will conduct the relevant ADR procedure;
2. the expert shall continue participating in the ADR procedure if the parties to the dispute have not objected after being informed of the circumstances and of their right to object.

(5) The procedures are conducted by experts acting individually.

MANAGEMENT of the Consumer Alternative Dispute Resolution Centre at NAIS

Article 6. (1) The Centre is administered by a Chief Expert.

(2) The list of experts is approved by the Management Board of NAIS.

(3) The experts may organise subcommittees for their work, with the tasks and rules of work of the specific subcommittee being clearly defined.



(4) The Management Board of NAIS elects the Chief Expert and the members of the Ethics Committee at NAIS. The Chief Expert is, by operation of law, a member of the Ethics Committee and directs its activities.

(5) The Chief Expert is accountable to and reports monthly to the Management Board on the activities of the Centre.

(6) The Chief Expert may refer to the General Assembly of NAIS on important matters concerning the activities of the Centre.

(7) The Ethics Committee monitors:

- Compliance with the Ethical Rules and other rules governing the work of the NAIS Centre;
- Examines complaints against the Experts or their activities at the NAIS Centre;
- Discusses and proposes to the Management Board measures to remedy irregularities in the work of the experts;
- Makes proposals to the Management Board for rewards, bonuses and other incentives aimed at the experts at the Centre;
- Carries out other activities related to the work of the experts at the NAIS Centre.

Article 7. NAIS observes the principle of transparency by publishing on its website and providing, upon request, on a durable medium or by other appropriate means, public access to clear and easily understandable information concerning the requirements of Article 181e of the CPA.

Article 8. (1) The current postal address of NAIS shall be published on the website www.nais.bg

(3) In resolving disputes, the statutory instruments of the legislation in force in the Republic of Bulgaria, as well as the European Code of Conduct for Mediators and the internal acts of the Centre, shall apply.

(4) The duration of the ADR procedure may not exceed 90 days, except at the discretion of the ADR body.

(5) In the event of non-compliance with a decision of binding nature, the trader may be excluded as an associate member of NAIS pursuant to Article 17, paragraph 2, item 3 of the Statute of NAIS.

Article 9. (1) The Management Board of NAIS prepares an annual report on the activities of the Centre for alternative resolution of consumer disputes, which is published on the website of NAIS and is provided, upon request, on a durable medium or by other appropriate means in order to ensure public access to it.

(2) The annual activity report under paragraph 1 shall include the following information:

1. the number of complaints received and the subject matter of the disputes to which they relate;
2. systemic or significant problems that frequently arise and lead to disputes between consumers and traders;



3. recommendations for preventing or resolving such problems with a view to raising the professional standards of traders and facilitating the exchange of information and good practices;
4. the percentage of disputes which the ADR body has refused to examine, and the percentage share of the individual grounds for the refusals made under Article 181d, paragraph 5 of the CPA;
5. the percentage share of terminated ADR procedures and the reasons for their termination, if known;
6. the average duration of the ADR procedure;
7. the rate of compliance with the decisions from the ADR procedure, if known;
8. cooperation of the ADR body within networks of ADR bodies facilitating cross-border dispute resolution, where applicable.

(3) In accordance with the requirements of Article 181u of the CPA, NAIS prepares an activity report every two years and submits it to the Minister of Economy.

Article 10. (1) The ADR procedure is easily accessible through the online platform to both parties to the dispute, regardless of where they are located.

(2). The parties have access to the ADR procedure without being obliged to use the services of a lawyer or other legal professional, and have the right to seek an independent opinion or to be represented or assisted by a third party at any stage of the procedure.

(3). The ADR procedure is free of charge for the consumer.

Article 11. During mediation, the limitation periods for judicial protection shall not run for the duration of the procedure.

Article 12. (1) Traders that are associate members of NAIS shall inform consumers of the existence of the NAIS platform and of the possibility of using it to resolve disputes concerning them. They shall publish on their website an electronic link to the platform, and if the offer to conclude a contract for sale or for the provision of a service is made by electronic mail, they shall indicate this link in the message itself. Where applicable, the information shall also be provided in the general terms and conditions of online sales or service contracts. The information shall be provided in a clear, understandable and easily accessible manner.

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