



Certificate Authority Operations

Dispute Resolution Policy and Procedures

Policy and Procedures Document

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1. Introduction

This document defines Post.Trust’s policy in relation to dealing with disputes arising from use of services it supplies as a Certification Service Provider. The document also outlines the procedures which Post.Trust will follow in receiving a complaint and dealing with it.

2. Definitions

In this policy:

Certification Service Provider means entity or a legal or natural person who issues certificates or provides other services related to electronic signatures (see Directive 1999/93/EC).

Subject means entity identified in a certificate as the holder of the private key associated with the public key given in the certificate.

Subscriber means entity subscribing with a Certification Authority on behalf of one or more subjects.

End User means end user of Post.Trust digital certificate (subject), private key or service.

Certificate Practice Statement means statement of the practices which a certification authority employs in issuing certificates (see IETF RFC 2527).

Certificate Policy means named set of rules that indicates the applicability of a certificate to a particular community and/or class of application with common security requirements (see ITU-T Recommendation X.509).

Digital Certificate means public key of a user, together with some other information, rendered un-forgable by encipherment with the private key of the certification authority which issued it (see ITU-T Recommendation X.509).

Private Key means cryptographic key used to create digital signatures or for encryption operations.

Qualified digital certificate means certificate which meets the requirements laid down in annex I (of the Directive) and is provided by a certification-service-provider who fulfils the requirements laid down in annex II (of the Directive 1999/93/EC).

Complainant means a party making a complaint to Post.Trust in respect of a digital certificate, private key or other service supplied by Post.Trust.

3. Policy

- If a dispute arises in connection with digital certificate services provided by Post.Trust to a subscriber or end user, the senior management of Post.Trust undertake to use all reasonable means available to them to resolve the dispute in a manner satisfactory to both parties.
- The formal dispute resolution procedure outlined below will always be strictly followed where the certificate services provided involve the issuance by Post.Trust, and subsequent use by a subscriber or end user, of a qualified digital certificate. In all other cases the procedure will be followed where reasonable, practicable and appropriate to the circumstances and nature of the dispute. The definition of what is reasonable, practicable and appropriate will be decided by Post.Trust in the context of the dispute being handled.
- Post.Trust management further endeavours to process disputes as quickly as is reasonably possible. Specific timeframes are provided for in the procedures outlined below.
- A complainant, who may be a subscriber or end user, must have a genuine complaint to make which relates directly to their use of, or reliance on, a digital certificate, private key, or other service provided to them by Post.Trust. The complaint must be communicated in writing or by email to Post.Trust. Post.Trust management may initially contact the complainant directly to ascertain the authenticity of the complaint received, before taking any further action.
- A subscriber or end user must have read, and fully understood, the terms and conditions associated with use of the digital certificate, private key, or other service supplied to them, prior to making a complaint. These terms and conditions include a subscriber's personal responsibilities in the day-to-day use of the digital certificate, private key or other service supplied. A subscriber is obliged to have read, understood and signed up to these terms and conditions prior to using or relying upon the digital certificate, private key or service.
- A subscriber must also have read, understood, and accepted either the Post.Trust Certificate Practice Statement (CPS) available at <http://www.post.trust.ie/Downloads/PostTrustCPS.pdf> or the Post.Trust for Adobe CDS CPS at <http://www.post.trust.ie/Downloads/PostTrustCDSCPS.pdf> before using or relying upon the digital certificate, private key or service.

- Once a genuine complaint has been received, Post.Trust endeavours to carry a preliminary examination of the subject of the complaint as soon as possible. If the complaint is found to warrant further investigation, the formal complaint investigation and resolution procedure will be initiated. Post.Trust will then aim to address the complaint in a manner satisfactory to the complainant. If this is not immediately possible, Post.Trust will initiate the formal dispute resolution procedure.

- The formal dispute resolution procedure can involve one or more of the following stages:
 1. **Negotiation** – Post.Trust senior management will attempt in the first instance to negotiate a resolution to the dispute which is satisfactory to both parties.
 2. **Mediation** – Where agreement cannot be reached between Post.Trust and the complainant directly, a third party mediator may be employed to assist subject to agreement of both parties.
 3. **Expert Determination** – Where the dispute involves in whole or in part a disagreement between the parties on one or more items of a technical nature, and where both parties agree, an external technical expert may be employed to provide independent analysis and determination.
 4. **Arbitration** – If the dispute cannot be resolved by direct agreement, with or without the use of a mediator and/or independent expert, either party may submit it to arbitration as governed by the Arbitration Acts 1954-1998.

- This policy and procedure is published at [http://www.post.trust.ie/Downloads/DisputeResolutionProcedures\(DISRES\).pdf](http://www.post.trust.ie/Downloads/DisputeResolutionProcedures(DISRES).pdf) and must be read and understood by the complainant prior to the complaint being made.

4. Procedures

4.1. Communication

1. A complaint may be submitted to Post.Trust by a subscriber or end user of a digital certificate (Qualified or non-Qualified), private key, or other service supplied to the complainant by Post.Trust. The complaint must be submitted in accordance with the policy and procedures stated in this document.

2. The complaint must initially be submitted in writing either by email to trust@post.trust.ie or letter delivered through the standard post or by courier. Details of the complaint's name, return postal address, email address or other contact details must be provided. If the complainant wishes to be contacted through an authorised representative instead of

directly, this must be stated in the initial communication along with the contact details of the representative.

3. Depending on the nature and seriousness of the complaint, Post.Trust may request that it be reissued (if not already) in a written letter which is delivered to Post.Trust by registered post. If the complainant is a member of a company and is issuing the complaint on the company's behalf, then the letter must be submitted on company headed paper.
4. The communication must outline the details of the complaint including its nature, the specific Post.Trust supplied digital certificate, private key, or service involved along with time(s) and date(s) of any relevant incidents. The complainant must supply as much detail as possible. If Post.Trust staff adjudges that insufficient information is provided in the initial communication, additional details may be requested of the complainant.
5. The complainant must state clearly on what basis the complaint is being made. This should including details of what, if any, service(s) supplied by Post.Trust are not being delivered according the service level agreement in place between Post.Trust and the complainant. Details of any deficiencies in the services being supplied should be stated.
6. The complainant must indicate if they have taken any other actions in relation to the complaint that might adversely affect or prejudice in any way the operation of the Post.Trust complaints and resolution procedure.

4.2. Complaint Investigation and Resolution

1. Post.Trust will upon receipt of the complaint, issue an initial response within 5 working days. The initial response will at the very least confirm receipt of the complaint and that it is being dealt with according to this procedure. It may also include details of steps already taken to address the complaint. If the nature of the complaint is such that the issue is easily and quickly resolvable, the initial response may also include details of the steps already taken to resolve the issue to a conclusion.
2. Post.Trust will issue further communication to the complainant if necessary within 15 days of initial receipt of the complaint detailing the steps Post.Trust will take to address the issue. The complainant will be requested to acknowledge receipt of this and indicate acceptance or not of the proposed action.
3. If the complainant indicates acceptance of the proposed action then Post.Trust will carry out the steps indicated and will inform the complainant upon completion. The matter will then be closed.
4. If the complainant refuses to accept the proposed action or Post.Trust disputes the claim made, then both parties will enter the negotiation phase of the procedure.

4.3. Negotiation

1. Any dispute which arises must first be referred to a senior executive¹ from each party for resolution. Either party may give 5 days notice to the other requiring that a dispute be referred to senior executive of the parties. The senior executives will meet within 5 days of the expiry of the notice and will attempt in good faith to resolve the dispute. The notice requesting the meeting of senior executives will contain brief details of the dispute which is to be the subject of the meeting.
2. If the dispute is resolved by the senior executives, the resolution will be recorded in writing and signed by duly authorised representatives of each of the parties and that resolution will be final and binding on the parties.
3. If the dispute is not resolved at the meeting of the senior executives or, if such a meeting is not possible, then and only then will one of the dispute resolution procedures set out below (Mediation, Expert Determination or Arbitration) be initiated.

4.4. Mediation

1. If the senior executives are unable to resolve a dispute in accordance with section 4.3 of this procedure, the parties may agree to refer the dispute to mediation.
2. Both parties will agree to try to have the dispute resolved by mediation and will agree on the selection of an independent mediator.
3. Each of the parties will ensure that it is represented in the mediation by an individual with authority to settle the dispute and to sign any settlement agreement that may be agreed.
4. The mediator shall, in consultation with the parties, determine the timetable and procedure for mediation.
5. The mediation will be conducted on a without prejudice basis and in strict confidence.
6. The fees and expenses of the mediator will be shared equally between the parties.
7. The mediator shall incur no legal liability to the parties in respect of his or her role in relation to the mediation except in the case of proven fraudulent conduct on the part of the mediator.

¹ If the complainant is a member of the public then a Post.Trust senior executive will negotiate directly with the member of the public or an authorised representative.

8. If a dispute is settled by mediation, the terms of the settlement will be recorded in writing in a legally binding form signed by a duly authorised representative of each of the parties.
9. If either party withdraws from the mediation at any time, the mediation procedure will be terminated and either party will be free to refer the dispute to another dispute resolution procedure in accordance with this procedure.

4.5. Expert Determination

1. A party wishing to have a dispute referred to an expert for determination shall give notice to that effect to the other party. The notice shall contain sufficient details of the dispute to be referred to the expert to allow the other party to understand the nature of the dispute and the profession or discipline of the expert who is to be appointed.
2. The party to whom the notice is addressed shall within 7 days respond to the notice stating whether or not it agrees that the dispute should be referred to an expert for determination. If it does not agree that the dispute should be referred to an expert or it fails to respond to the notice, no expert shall be appointed.
3. Within 7 days of his appointment, the expert will establish the procedural rules to be applied to the determination which must accord with the following:
 - (a) Each party will be entitled to make submissions to the expert and supply the expert with relevant data and information.
 - (b) Communications from a party to the expert or from the expert to a party shall be copied to the other party at the same time and by the same method.
 - (c) The expert will be entitled to make site visits or inspections as he/she considers is necessary or appropriate.
 - (d) The expert shall not take into consideration any document or statement which has not been made available to the other party for comment.
 - (e) Any failure by a party to respond to any request or direction by the expert shall not invalidate the expert's determination.
 - (f) The expert must give his/her determination in writing with reasons within 45 calendar days of his/her appointment. The expert may, but will not be bound to, give the parties a draft of his/her determination in which case the expert will allow time for the parties to make comments on the draft before the determination is finally issued.
4. The expert shall determine the dispute acting impartially and in good faith.
5. The expert's determination shall be binding on the parties.

6. The expert may be called as a witness in any subsequent proceedings concerning the dispute.
7. Each party shall be solely responsible for bearing its own legal costs and other costs arising out of the reference to expert determination.
8. The fees and expenses of the expert will be shared equally between the parties unless the expert determines otherwise in his decision.
9. The expert shall not be entitled to act as an adviser to either party in any subsequent proceedings without the other party's prior written consent.
10. The expert is not an Arbitrator within the provisions of the Arbitration Acts 1954-1998 and the law relating to the arbitration shall not apply to the expert, the determination or the procedure by which the expert reaches the determination.

4.6. Arbitration

1. If a dispute cannot be resolved between the parties using any of the other mechanisms described in this procedure either party may submit it to arbitration to an arbitrator appointed by agreement, or in default of agreement to an arbitrator appointed, at the request either party by the President for the time being of the Law Society of Ireland and the arbitration shall be governed by the Arbitration Acts 1954 –1998.
2. Both parties understand that the process of formal arbitration is governed by law and that the outcome is legally binding.