



**BBC  
TELEVISION LICENSING  
REFUND POLICY**

# BBC Television Licensing Refund Policy

## 1. Purpose

To outline the BBC's policy (as applied by its agents) in relation to refunding licence fee payments.

## 2. Scope

Consideration and determination of refund claims- whether a refund should be made and for how much. Section 365(4) of the Communications Act 2003 states that the BBC is entitled, in such cases as it may determine, to make refunds of sums received by virtue of the Communications (Television Licensing) Regulations 2004.

The BBC thus has a wide discretion. This discretion will be exercised in accordance with this policy.

## 3. Policy

This policy will be applied in accordance with general administrative law requirements, including considering circumstances, and consequences, being consistent and balancing the interests of those affected when making decisions and listening to arguments as to whether exceptions should be made.

There are likely to be instances where a decision will need to be made in relation to the specific circumstances of a case.

This policy applies to all refund applications.

### 3.1 Evidence required

Refunds will only be considered where a sufficient level of evidence has been supplied.

Table 1 below outlines exceptions to the general evidentiary requirements:

TABLE 1	
Exception to the general rule	Evidence required
Refunds for the last quarter, or less, of the current licence period	No evidence is required
Death	No evidence is required

Where there is doubt regarding the veracity of a refunds application, additional evidence may be sought.

Regardless of the above, evidence that the applicant is the correct person for us to pay the refund to may still be sought where required.

### 3.2 Customer's refund history

The BBC (and its agents) may take into account past refunds applied for by a customer when considering whether to issue future refunds.

### 3.3 Time in which refund applications must be submitted

All refund applications must be received within two years of the expiry date of the most recently issued licence against which the refund is being claimed.

In cases where a 'purchased in error' refund has become due owing to an error on the part of TV Licensing, the BBC may develop a separate policy to deal with the specific circumstances, particularly if a large group of people are affected. However, in most cases, a two-year deadline for the refund application to have been received will still apply.

### 3.4 Amount of time for which refunds will be paid

Where there is an error on the part of TV Licensing, a refund for a period of up to six years may be paid. In all other cases, a refund may be paid for a period of up to two years.

Note that an error on the part of TV Licensing can include failing to make publicly available information about either the availability of concessions or relevant policy changes which will result in changes to licensing requirements. An error on the part of the customer can include failing to check whether a licence is required or failing to check whether a licence is required despite the BBC or TV Licensing raising awareness in the case of a law or policy change and so on. See Table 2 below for details on time limits:

<b>Type of error</b>	<b>Amount of time for which refunds will be paid</b>
Licences purchased in error (TV Licensing error)	6 years (note that this is 6 calendar years from when the application is received, regardless of licence expiry dates)
Licences purchased in error (customer error)	2 years (note that this is 2 calendar years from when the application is received, regardless of licence expiry dates)
Full licence purchased when eligible for a blind licence	Until the introduction of the blind concession on 1 April 2000
Full licence purchased when eligible for a free over 75 licence	Until the introduction of the free over 75 licence on 1 November 2000
All other cases	2 years (note that this is 2 calendar years from when the application is received, regardless of licence expiry dates)

### 3.5 Refunds for Licences paid by Direct Debit

Where there is a duplicate licence at an address and the individual claims they informed TV Licensing that they did not need a licence but payments by Direct Debit continued to be accepted, and the individual can provide no evidence that they informed TV Licensing they did not need a licence, we will

consider this to be a licence purchased in error. The following rules set out below will then apply.

Where:

- a customer has an unnecessary duplicate direct debit going back more than two years; AND
- they claim to have contacted TV Licensing more than two years ago to ask for it to be stopped (although provide no evidence of this); AND
- the direct debit was not stopped; AND
- the customer is either an annual or quarterly direct debit payer (but not monthly); AND
- the payments for the duplicate direct debits are taken from the same bank account but in different calendar months; THEN

TV Licensing will accept the customer's claim and hence refund the full period of the unnecessary payment or 6 years (whichever is the shorter). However, where all of the above criteria cannot be fulfilled, TV Licensing will give a maximum refund of 2 years.<sup>1</sup>

Where there are duplicate licences, one of which may be purchased in error, there may also be multiple licensable places and it may be the case that multiple licences are required.

Where a direct debit licence is moved to a holding address and payments continue to be received, TV Licensing will cancel the licence six years after the move of the licence to the holding address.

---

<sup>1</sup> This policy does not affect an individual's banking rights under the Direct Debit Guarantee.

### 3.6 Scenarios when refunds may be paid<sup>2</sup>

Note: there are likely to be instances where a decision will need to be made in relation to the specific circumstances of a case.

No.	Scenario	Additional scenario description	May be paid with respect to:	Monthly or quarterly refund available	Evidence required/ cross-checking <sup>3</sup>	Refund may be paid to:
1	<b>No longer using television receiver</b>	The licence must not be needed again during the licence period	Unused quarters	Quarterly	-	Licence holder only
2	<b>Covered by another licence</b>	Arises when someone moves to an address that already has a licence (e.g.; moves in with partner etc) (note section 3.5)	Unused quarters	Quarterly	Compare against the new address to ensure that the new address is licensed.	Licence holder only
3	<b>Licences purchased in error</b>	E.g.; duplicate licences purchased, bought colour when required a black & white licence (note section 3.5)	Months from when the licence was not required.	Monthly	-	Licence holder only
4	<b>Replacement licence purchased</b>	E.g.; changes from black & white to colour television & vice versa; moves to an ARC		Monthly	-	Licence holder only

<sup>2</sup> See “Refunds for licences paid for by Direct Debit” for scenarios involving duplicate direct debit licences.

<sup>3</sup> Note that most of the evidentiary requirements are to be determined at the operational level.

No.	Scenario	Additional scenario description	May be paid with respect to:	Monthly or quarterly refund available	Evidence required/ cross-checking <sup>3</sup>	Refund may be paid to:
		Schedule 5 or multiple form licence				
<b>5</b>	<b>Change of law</b>	-	To be considered in light of the circumstances that may arise.	To be considered in light of the circumstances that may arise.	-	To be considered in light of the circumstances that may arise.
<b>6</b>	<b>Becomes eligible for a blind concessionary licence refund</b>	Becomes eligible for, or discovers that eligible for a blind concession	Full licence fees paid when eligible for a blind concession	Monthly up to half the licence fee.	Licence + proof of eligibility for the blind concession (if we cannot see that a refund is due from our own records).	Licence holder only.
<b>7</b>	<b>Refunds in consequence of an Over 75 Licence or licence application</b>	Becomes eligible for, or finds that eligible for, an Over 75 licence.	To the first of the month of the over 75 year old licensee's birthday.	Monthly <sup>4</sup>	-	Licence holder only
<b>8</b>	<b>Refunds for hotel licences<sup>5</sup></b>	These are only available if they are purchased in error or if the hotel is closing	Unused months	Monthly		Licence holder

<sup>4</sup> Where someone who holds a free over 75 licence, subsequently moves into a household where there is already a 'paid for' licence, only a quarterly refund will be available.

<sup>5</sup> Please note that this exception is because hotels licences tend to be high value, despite being a concessionary licence type, and this approach is fairer.

No.	Scenario	Additional scenario description	May be paid with respect to:	Monthly or quarterly refund available	Evidence required/ cross-checking <sup>3</sup>	Refund may be paid to:
		down (on a permanent or temporary basis). The licence must not be needed again during the licence period.				

A refund may be paid to the estate (or other individual/entity as appropriate) of a deceased licence holder. However, this is not the case for an unclaimed Over 75 licence refund. Nor is it the case for concession licences, which are only available during the lifetime of the licence holder.

In all cases, advance payments as a result of a Direct Debit will be returned to the payer rather than the licence holder where these are different individuals.

Note also that in the case of multiple form licences, the refund would be paid to the applicant rather than the licence holder.

### **3.7 Distinction between licences purchased in error and covered by another licence (ceased use) in the case of Monthly Direct Debit**

It is important to distinguish between situations where:

- (i) a licence has been purchased in error; and
- (ii) where a licence was purchased correctly, but is now no longer needed (i.e. due to a change in circumstances – for example, when a person moves in with their partner, who already has his/her own licence for the address concerned).

As previously stated, in the case of (i), the customer is eligible for a full refund.

In (ii), depending on the appropriate scenario shown in ‘Section 3.6 – Scenarios when refunds may be paid’, the potential refund available to the customer is shown in the relevant ‘Monthly or Quarterly Refund Available’ column.

### **3.8 Licence not to be needed again in licence period**

The licence holder must be able to confirm that the licence will not be needed again during the life of the licence period. This rule is important to ensure that the enforceability of the licence fee framework is maintained.

### **3.9 Concessionary licence refunds**

#### Schedule 5 and ARC Concessionary licences

Refunds on an issued concessionary licence may only be applied for where the concessionary licence has been purchased in error or, in the case of a hotel, if the hotel closes down (whether on a permanent or temporary basis).

#### Over 75 licences

No refunds are payable on issued Over 75 licences.