



**BBC  
TELEVISION LICENSING  
REFUND POLICY**

# BBC Television Licensing Refund Policy

## 1. Purpose

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

"TV Licensing" refers to the BBC and companies contracted by the BBC carrying out the administration and enforcement of the television licensing system. The majority of this activity is contracted to Capita Business Services Ltd ('Capita'). This includes the processing of refunds. The BBC is a public authority in respect of its television licensing functions and retains overall responsibility.

## 2. Scope

Section 365(3) 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, both in determining policy and in considering and determining refund claims, including whether to accept a refund claim, whether a refund should be given and the value of any refund. 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.

From 1st April 2017, the policy changed to give monthly refunds in all refund scenarios. In order to qualify for the new monthly refund policy, the licence either has to be in force (active) at the time of application, or if previously cancelled, have an amended expiry date on or after the 1st April 2017.

For licences that do not meet the above criteria, the previous policy applies, where for certain scenarios<sup>1</sup> quarterly refunds were given.

### 3.1 Evidence required

Refunds will only be considered where a sufficient level of evidence has been supplied, subject to the exceptions below.

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<sup>1</sup> See scenarios 1 & 2 in table 3.6 on page 8.

Table 1 below outlines exceptions to the general evidentiary requirements:

<b>TABLE 1</b>	
<b>Exception to the general rule</b>	<b>Evidence required</b>
Refunds for 1, 2 or 3 months 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 to whom the refund should be paid, may still be sought where required.

### **3.2 Customer's refund history**

The BBC (and TV Licensing) 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**

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 claim can be allowed up to a maximum of six years from the expiry of the licence. In addition, the BBC may develop a separate policy to deal with specific circumstances. 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 may be paid**

The table below details the amount of time for which refunds may be paid dependent on the type of error (i.e. payments for licence cover that has occurred in the past).

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 purchasing a duplication licence where none is required.

See Table 2 below for details on time limits:

<b>TABLE 2</b>	
<b>Type of error</b>	<b>Maximum amount of time for which refunds may be paid</b>
Licences purchased in error (TV Licensing error)	6 years (note 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 this is 2 calendar years from when the application is received, regardless

<b>TABLE 2</b>	
	of licence expiry dates).
Full licence purchased when eligible for a blind licence	Refund may be paid as far back as 1 April 2000 (date the blind concession was introduced).
Full licence purchased when eligible for a free Over 75 licence	Refund may be paid back as far back as 1 November 2000 (date the free Over 75 licence concession was introduced).
All other cases	2 years (note this is 2 calendar years from when the application is received, regardless of licence expiry dates).

In addition to the amounts set out above, any payments made in respect of each complete month remaining on the current licence will be refunded.

### **3.5 Refunds for ‘duplicate’ 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 both licences but payments by Direct Debit continued to be taken by TV Licensing, 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 TV Licensing error subject to certain criteria being met.

Specifically, TV Licensing will accept the customer's claim and hence refund the full period of the unnecessary payment or six years (whichever is the shorter) 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 not taken from the same bank account in the same calendar months.

However, where all of the above criteria cannot be fulfilled, TV Licensing will give a maximum refund of two years.<sup>2</sup>

Refund claims relating to ‘duplicate’ licences may be subject to additional checks by TV Licensing where it appears likely that multiple licences are in place due to there being multiple licensable places at the address.

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<sup>2</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>3</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.

Subject to Section 3 and paragraph 3.4, refunds will be paid in respect of complete months.

No.	Scenario	Additional scenario description	May be paid with respect to:	Evidence required/ cross-checking <sup>4</sup>	Refund may be paid to <sup>5</sup> :
1	<b>No longer using television receiver</b>	The licence must not be needed again during the licence period	Complete months <sup>6</sup> for which licence was not required.	-	<p>If the claim is due to the death of the licence holder, the refund may be paid to the personal representative<sup>7</sup> of the licence holder.</p> <p>Where a licence holder has become incapacitated a 3rd party may apply for a refund, however, the refund must be paid to the licence holder.</p> <p>In all other cases, the refund must be paid to the</p>

<sup>3</sup> See 'Refunds for licences paid for by Direct Debit' for scenarios involving duplicate direct debit licences.

<sup>4</sup> Note that most of the evidentiary requirements are to be determined at the operational level.

<sup>5</sup> For the purposes of this policy, an individual with Power of Attorney for the Licence Holder will be treated as the Licence Holder while the licence holder is alive.

<sup>6</sup> Subject to licence being in force at the time of application, or if previously cancelled, have an amended expiry date on or after the 1st April 2017.

<sup>7</sup> A personal representative is a person who has legal authority to represent the person who has died, in order to finalise that person's affairs and administer their estate in accordance with the will or the law.

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No.	Scenario	Additional scenario description	May be paid with respect to:	Evidence required/ cross-checking <sup>4</sup>	Refund may be paid to <sup>5</sup> :
					licence holder.
<b>2</b>	<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.)	Complete months <sup>8</sup> for which licence was not required.	Compare against the new address to ensure that the new address is licensed.	Licence holder only
<b>3</b>	<b>Licences purchased in error</b>	E.g. duplicate licences purchased	Complete months for which licence was not required.	-	Licence holder only
<b>4</b>	<b>Replacement licence purchased</b>	E.g. Moves to an ARC Schedule 5 or multiple form licence	Complete months from date change to new licence took place.	-	Licence holder only
<b>5</b>	<b>Change of law</b>	-	Complete months from date change of law came into effect.	-	To be considered in light of the relevant circumstances that may arise from any change of law.
<b>6</b>	<b>Becomes eligible for a blind concessionary licence refund</b>	Customer becomes eligible for, or discovers they are eligible for a blind concession	Complete months, up to a maximum of the total fee paid (per year) for a blind concessionary licence (half the cost of a standard licence).	Licence + proof throughout the relevant period 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>Customer eligible for an</b>	Customer becomes eligible	Complete months back to	-	Licence holder or where the

<sup>8</sup> As per footnote 6.

No.	Scenario	Additional scenario description	May be paid with respect to:	Evidence required/ cross-checking <sup>4</sup>	Refund may be paid to <sup>5</sup> :
	<b>Over 75 Licence or licence application</b>	for, or finds they are eligible for, an Over 75 licence.	the first of the month of the over 75 year old licensee's birthday.		licence holder is deceased but would have been entitled to a refund, the personal representative <sup>9</sup> of the licence holder.
<b>8</b>	<b>Refunds for hotel licences</b>	These are only available if they are purchased in error or if the hotel is closing down (on a permanent or temporary basis). The licence must not be needed again during the licence period.	Complete months for which licence not required		Licence holder

A refund (including an Over 75 licence refund) may be paid to the personal representative or to the estate of a deceased licence holder.

Refunds on other concessionary licences 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.

<sup>9</sup> See footnote 7 for definition of personal representative.

### **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**

#### Hotel (Schedule 5) 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) or because the hotel no longer requires licences for any of its bedrooms.

#### Over 75 licences

No refunds are payable on issued Over 75 licences.

#### ARC (Schedule 4) licences

No refunds are payable on issued ARC licences.