



London Cycle Hire Scheme

Schedule 2

Service Systems and Back-Office

Appendix 4 – Returns Policy

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1 Refunds/Repayments

- 1.1 All Refund/Repayment requests should be accompanied by the Receipt number and/or unique transaction number of the Payment to be returned.
- 1.2 Notwithstanding point 1.1, a Refund/Repayment request will be accepted without a Receipt number/unique transaction number if the applicant supplies sufficient evidence to prove that they made the Payment.
- 1.3 Before a Refund/Repayment takes place, the Subscription purchased relating to that Return/Repayment is cancelled (if necessary) and then the Refund/Repayment is authorised.
- 1.4 When issuing a Return the Service Provider must ensure that they are labelled with the correct transaction (e.g. Repayment, Refund, Redress etc.)
- 1.5 Where a Refund/Repayment request is made by the executor of the estate of a Customer who is now deceased and the Refund/Repayment is required to be made payable to other than the deceased (or their estate) then the applicant should also supply a copy of the death certificate.
- 1.6 If a request for Refund/Repayment is not complete i.e. all the information has not been provided, the Service Provider will contact the Customer in order to gather all of the information.
- 1.7 Refunds/Repayments will be made by the means by which the Payment was paid. For example, if the Payment was paid by bank card the Refund/Repayment will be made to the same bank card. The only exceptions are as follows:
 - a. In the case of Refunds/Repayments applied for by executors of the estates of the deceased in which case all Refunds/Repayments will be made by cheque.
 - b. In the case of multiple payment Refund/Repayments where the original Payments were paid by more than one payment method (bank card/ /cheque etc), the Refund/Repayment will be made by cheque.
 - c. If a Refund/Repayment cannot be made to the original card (ie. card has expired/been cancelled), it will be made by cheque.
- 1.8 The Service Provider is responsible for accurately calculating the Refund amount for a Subscription Fee, based on the number of unexpired Days left in the Subscription Period which includes the Refund/Repayment date. Where a Subscription has not been activated, the full Subscription Fee will be Refunded
- 1.9 The Service Provider is responsible for accurately calculating the Refund amount for Cycle Hire Charges based upon the Tariff(s) in operation when the charge(s) were incurred.
- 1.10 Refunds/Repayments over a parameterised threshold limit must be escalated and authorised by TfL
- 1.11 If the Service Provider is unsure whether a Refund is to be made then this decision should be escalated to TfL, whose decision will be final. The Service Provider will repay to Customers any money which the Customer has paid in good faith because of:

- a. Any error made by TfL or its agents, including the Service Provider and all the Service Provider's Sub-Contractors; and
 - b. The failure or perceived failure of systems provided as part of the Scheme Services.
- 1.12 Where a Customer has suffered financial loss because of the erroneous actions of TfL or its agents, a Repayment will be made to compensate that loss. This does not include the payment of ex-gratia expenses – see section 3: Redress Policy. For example:
- a. If a Customer is entitled to a Discount and this is not processed correctly by the Service Provider resulting in the Customer paying the Cycle Hire Charges at the full rate rather than the discount they were entitled to. The Service Provider will repay the Customer, on demand, the sum equivalent to the difference between what the Customer has paid and what they would have had to pay had the Discount been applied correctly.
 - b. If a duplicate Subscription Fee is taken by a CSR as a result of customer contacting the contact centre because they tried to pay via another channel and the payment appeared not to have been accepted, then the Service Provider will repay the duplicate Subscription Fee in full, and will not deduct any applicable Administration Charge.
- 1.13 If the Service Provider is unsure whether a Repayment is to be made then this decision should be escalated to TfL, whose decision will be final.

2 Transaction Reversals and Recredits

- 2.1 Where the Service Provider is aware, whether from its own monitoring or reconciliation, information provided by the Customer, any Other Service Provider or TfL that an electronic transaction (bank, credit card, direct debit or other transfer) has been taken for an incorrect amount of money or has been taken without authorisation or otherwise in error, then the Service Provider will reverse that transaction on the same Working Day.
- 2.2 The Service Provider will not consider Transaction Reversals to be Refunds/Repayments therefore they are not subject to the Refund/Repayments rules in section 1 above.
- 2.3 If the transaction can no longer be reversed, for example, because of elapsed time, then the Customer's bank account/card must be recredited. The Service Provider does not require the authority of TfL in order to reverse transactions or to Recredit accounts where the Service Provider has debited that account in error, no matter what amount of money is to be returned.
- 2.4 The Service Provider will record the details of all instances where Transaction Reversals and Recredits have been required, on their system.
- 2.5 The Service Provider will inform TfL of details of all Transaction Reversals and Recredits.

3 Redress Policy

- 3.1 Under normal operating conditions it should not be necessary to make any ex-gratia payments.
- 3.2 Ex-gratia payments made under this Redress policy will normally come from the Service Provider funds and not from TfL accounts.
- 3.3 Where a Customer has made a complaint and the Customer has had to spend more money than should have been required, due to errors made by the Service Provider, then the Service Provider will compensate this loss.
- 3.4 Redress payments should be made in fixed amounts and authorised by agreed grades of Service Provider staff as defined by TfL.
- 3.5 Payments should reflect the level of monetary loss and/or inconvenience to the Customer. This compensation should cover expenses required to make the complaint.
- 3.6 When TfL have dealt with a Complaint and wish the Service Provider to make a payment for Redress the recommended payment will be agreed between TfL and the Service Provider's management. For the avoidance of doubt, in instances where the Service Provider and TfL disagree on the amount of the payment, TfL's decision will be final, where the disputed amount remains within the bounds described in 3.4.
- 3.7 When TfL have dealt with a Complaint & wish to make payment for Redress from TfL Funds, on instruction by TfL the Service Provider shall raise the required payment. In certain circumstances, TfL may request the Refund cheque to be sent to TfL for onward delivery to the Customer.