REGISTRAR GENERAL’S DEPARTMENT

REFUND POLICY

RESPONSIBLE OFFICER DCEO & DIRECTOR OF OPERATIONS

RESPONSIBLE DEPARTMENT OPERATIONS

APPROVED BY CHIEF EXECUTIVE OFFICER

APPROVED AND COMMENCED JANUARY 31, 2019

REVIEWED BY N/A

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1. Policy Statement

The Registrar General’s Department (RGD) through consultation with its stakeholders has put in place a refund policy to ensure it provides the best customer experience to the general public through access to the following billable services:

- **Certificates**: Birth, Death, Marriage, Adoption, No Impediment, Still Birth;
- **Record Updating**: Late Registration, Late Entry of Name, Correction Of Error, Re-Registration, Status;
- **Island Record Office**: Genealogy Search, Document Recording (*Deeds, Will, Power of Attorney and any other deeds and writing*), Authenticated Documents/Office Copies, Deed Poll Drafting, Registrations of *Trade Unions, Opticians and Building Society* as well as General Search;
- **Registration**: Birth and Death; and
- **Other**: Search, Form Search, Registry Wedding, Verification Services.

2. Definitions

The following terms shall have the following meaning except where the policy otherwise requires:

- **“Services”**: Transactions where no physical goods are produced and given to the customer.

- **“Products”**: All certificates, authenticated copies, specimen, deeds, deed poll drafts and letters of verification produced by the Registrar General’s Department of Jamaica.
• "Chargeback Request": Chargeback is the return of money to a customer's credit card to settle a refund.

• "Administrative Error": Clerical errors made in the creation of a vital record or the production of a certificate.

• "Petty Cashier": An officer who is approved by the Ministry of Finance and the Public Service to handle money held as petty cash for the Agency.

• "Authorized Officer": An officer who is authorized by the Agency to carry out a particular function.

• "Refund Officer": An officer who has delegated responsibility over petty cash used to issue refunds.

• "Approving Officer": Refers to the Petty Cashier or Authorized Officer.

3. Policy Objectives

This policy is to provide clear guidelines to staff and customers on how refunds are to be treated.

4. Policy Guidelines

To achieve the above objectives, the following sets out the conditions under which a refund will be granted and the procedures to obtain refunds:
A. Refunds will be paid upon request by either cash, cheque or credit card (for on-line customers) to a qualified person such as:

- Applicant; or
- Applicant’s legal representative

B. Where the applicant is unable to attend the office to obtain the refund and requests a third person to collect same, it must be evidenced in writing by the applicant and a copy of their identification card presented with signature matching that included in the letter. This letter must be signed and stamped by a Justice of the Peace, Notary Public or other officer by law authorized to administer an oath. A valid identification card of the third party must also be presented.

C. Our online customers may visit our website at www.rgd.govjm to submit their request for a refund. The RGD’s Refund Cash Voucher should be completed and emailed to information@rgd.govjm. The refund request must be completed by the credit card holder. If the refund request is not sent from the email address listed for the credit card holder, an email will be sent to the account holder confirming the request. The RGD will satisfy each valid request within 10 working days, which begins on the date of request.

D. The claim for a refund must be made within twelve (12) months from payment date. Refer to disclaimer.

E. Full refunds are granted **ONLY** in cases where no work has commenced on an application and must be specifically approved by the CEO or a Director.
F. Where a customer makes an incorrect application for a service and work has commenced and it has been discovered that the request cannot be processed, the customer is entitled to a partial refund equivalent to the service fee in cash. This means for example, that if a customer pays for a birth certificate on the 7-Days service and it is discovered that an Adoption is what the customer should have paid for, the customer is entitled to a refund in cash of the Seven Day Fee ONLY. Where the customer does not wish to obtain a refund in cash but instead chooses to apply for the correct product (one related to their initial request), then the full cost can be transferred, for example, from a Birth to Late Entry of Name (LEN) or Adoption.

G. Online payments by our customers will refunded via the medium/method of payment to the card that was charged.

H. Customers are entitled to a partial or full refund of the expedited service (7-10 days and Express) fee once the time to produce the certificates have passed. Customers who make payment for the Ordinary service will only get a refund through cancellation (see Tier One Refunds below).

I. Late Registration – The Late Registration service time commences the next day after the registration has been completed.

J. Late Entry of Name – Service time commences the next day after all the required documents are received in the Agency or upon the successful completion of an interview, whichever is applicable, and payment is made.

K. Correction of Error – Service time commences one (1) day after all the required documents are received in the Agency and payment is made. Where an interview is scheduled, the time starts two (2) days after the interview was successfully completed.

L. Re-Registration – The service time commences after the registration is completed.
M. Status - Service time commences one day after all the required documents are received in the Agency and payment is made.

5. Key Principles

The Agency’s refund policy is predicated on the following principles:

a. The Agency will reimburse its customers where it has failed to deliver its goods and services within the agreed timeframes;

b. The Agency undertakes to provide its customers with all information concerning its products and services;

c. All certified copies produced will reflect all particulars which appear on the original entry to include any amendments made thereon; and

d. The Agency commits to replacing all certificates produced with a fault due to an administrative error at no cost to the customer.
6. Conditions for refund

All customers of the RGD are eligible for a refund whether in full or part, for an approved service, given the following circumstances:

   a. Cancellation - The customer no longer has a demand for the service which has been paid for and no work has started;
   b. The RGD has failed to provide the service requested within the stipulated Express or 7 – 10 working days periods; or
   c. The RGD cannot provide the service that was requested based on its policy guidelines or statutory obligations.

The RGD will provide refunds on two tiers:

- **Tier One Refunds** - provide the customers with 100% rebate on the fee paid to the RGD. This refund is triggered in circumstances where the customer desires to cancel their order within a specific timeframe (see table below) and the Agency has not commenced work on the application, such as, the Agency did not process the customer's application in any way and/or produce the good/service paid for.

When claiming a full refund, the customer will be required to make their request in writing to:

*The Director of Finance and Administration*

*Registrar General's Department*

*Twickenham Park,*

*Spanish Town,*

*St. Catherine.*
- **Tier Two Refunds** - provide Express (gradated) and 7-10 Days customers with a partial refund, once work has started on their request as outlined under Tier One, and/or the RGD did not satisfy the request within the specified timeframe. It may also be provided under circumstances where a customer makes an incorrect application for a service and work has commenced (see pg. 4, para. H). The schedules below describe in detail the products and the time for which a request for refund must be made in order to qualify for a Tier One or Two refund.

<table>
<thead>
<tr>
<th>TIER ONE REFUNDS (Full refund or transfer)</th>
<th>Timeline To Request Full Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Product or Service</strong></td>
<td><strong>1 day - If claim is made on the same day of payment.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>10 days – If claim is made any time after the first day of payment.</strong></td>
</tr>
<tr>
<td>Express</td>
<td><strong>1 day - If claim is made on the same day of payment.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>10 days – If claim is made any time after the first day of payment.</strong></td>
</tr>
<tr>
<td>7 – 10 days</td>
<td><strong>1 day - If claim is made on the same day of payment.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>10 days – If claim is made any time after the first day of payment.</strong></td>
</tr>
<tr>
<td>Ordinary 4-6 weeks</td>
<td><strong>1 day - If claim is made on the same day of payment.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>10 days – If claim is made any time after the first day of payment.</strong></td>
</tr>
<tr>
<td>Registry wedding</td>
<td>Customers can apply for a full refund within 72 hrs prior to the date for the wedding.</td>
</tr>
<tr>
<td></td>
<td>Weddings that are booked for 72 hours or less will not be eligible for a refund.</td>
</tr>
<tr>
<td>Product or Service</td>
<td>Entitlement</td>
</tr>
<tr>
<td>---------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Express</td>
<td>Customer will be given a partial or full refund of their Express fee:</td>
</tr>
<tr>
<td></td>
<td>- Partial refund&lt;br&gt;   - Delayed for more than 4 working days after payment but less than 11 working days; or&lt;br&gt;   - Where a customer makes an incorrect application for a service and work has commenced (see pg. 4, para. H).&lt;br&gt;   - Full refund&lt;br&gt;   - Delayed for more than 10 days</td>
</tr>
<tr>
<td>7 – 10 days</td>
<td>Customer will only be refunded the 7-10 Days fee only</td>
</tr>
<tr>
<td>Search fee per hour or part thereof</td>
<td>Non-refundable</td>
</tr>
<tr>
<td>Genealogy Search</td>
<td>Hours not used by search officer</td>
</tr>
</tbody>
</table>
7. Transfer of Payments

Where payment was made for a Record Updating activity, that is, a Late Entry of Name (LEN), Correction of Error (CE), Status or Late Registration (LR) on the advice of the RGD and it has been discovered that there is no need for such an activity, the fees paid can be transferred (after the old application has been closed) to cover the cost of a new product/service.

Conversely, where the RGD cannot provide the service that was requested based on its policy guideline or statutory obligations or the customer has no desire to use the service, then a full refund may be given by the Agency (see page 6, Tier One Refunds).

8. Claiming a refund

Refund claims will be accepted at all RGD offices during the hours of 8:30am to 2:00pm. Our online customers may visit our website at www.rgd.gov.jm and complete a refund claim form. Once all the required documents are submitted and the customer is eligible for a refund, the Agency will reimbursement payments made by cash immediately, while payments made by cheque and credit card will be satisfied within ten (10) working days.

When claiming a refund, the following documents must be provided:

a. Valid photo identification of both applicant and third party with signaturewhere applicable (Passport, Driver’s Licence etc.);

b. Receipt showing payment; and

c. Letter of authorization (third party, if applicable).
d. Passport sized photograph signed by a Justice of the Peace, Notary Public or other officer by law authorized to administer an oath

8.1 Responsibility of the Applicant

All applicants have a responsibility to furnish the Agency with correct and complete information upon making a request from the RGD. They must ensure they read and understand all documents requiring their information and signature. The customer must also know the date their certificate becomes due and collect same regardless of the time made available for pickup within opening hours.

Customers must NOT tamper with or deface the certificate received but instead keep it in its original state.

8.2 Responsibility of the Refund Officer

It is the responsibility of the refund officer to check all claims thoroughly to ensure that it warrants reimbursement in the appropriate amount. This should be followed by updating the RGD's Application Tracking System (ATS) to reflect the request being made by the customer along with any other pertinent information.

Each refund cash voucher\(^1\) should reflect the following information:

- Name of the customer and signature;
- Complete information on the application, that is, the date, due date, print date, dispatched date, received date and the date updated on ATS;

\(^1\) See Appendix 1
• The commentary to identify where the delay took place in processing the application thus contributing to the delay and the refund;
• Signature of refund officer; and
• Approval by approving officer.

The refund officer must also request a valid photo identification with the signature from the applicant and/or authorized third party.

**It is also the responsibility of the refund officer to seek the approval of the petty cashier/authorized officer before making any payment to a customer.**

Where the refund officer fails to carry out their duties in order to prevent an unauthorized disbursement or is negligent in doing so, the officer will be required to reimburse the Agency of any loss.

**8.3 Responsibility of the Approving Officer**

The approving officer must review the refund voucher to ensure that the request for refund is legitimate, the refund voucher reflects the signature of the customer requesting the refund, the reason for the delay and the qualified amount is stated and the applicant’s identification (ID) information is included.

It is the responsibility of the approving/authorizing officer to check all claims thoroughly before approving a refund claim.

The officer must update the RGD’s Application Tracking System (ATS) to reflect the request being made by the customer along with his/her approval and the amount to be reimbursed.
Where the approving/authorizing officer fails to carry out his/her duties to prevent an unauthorized disbursement or is negligent in doing so, the officer will be required to reimburse the Agency of any loss.

9. Ineligibility

A customer will NOT be eligible for a refund under the following circumstances:

a) Where incorrect or insufficient information is supplied by the customer, which prevents the Agency from satisfying their request;

b) Where fraudulent or erroneous information is supplied by the customer, which prevents the Agency from satisfying the request;

c) Efforts were made to contact the customer based on information provided, but to no avail; or

d) Where payment was made for the following services:
   i. Registration of vital events;
   ii. Fees paid for the processing of a Minister’s Licence on behalf of the customer;
   iii. IRO general searches; and
   iv. Search fee per hour or part thereof.
10. Disclaimers

The Disclaimers below are to be placed on all applications made through the following arms of the Agency:

GENERAL REGISTER OFFICE

I hereby declare that I have provided the Registrar General's Department with full and complete information which agrees with the Records of the Department and to facilitate the provision and delivery of certificates within the agreed time period. Should the information prove to be incorrect or inaccurate, I hereby release the Registrar General’s Department from any claims in respect of providing the said certificate within the prescribed time and agree not to bring any actions or proceedings in any of the several Courts of this island against the said Registrar General’s Department. I accept that if the foregoing occurs or where twelve (12) months have passed from the date of payment I will not be eligible for a refund of any fees paid.

ISLAND RECORD OFFICE

Disclaimer: I, _________________________________, hereby declare that I understand the information provided by the Registrar General’s Department, as it relates to the attached document recording. The information provided is to facilitate the provision and delivery of the product and/or service within the agreed time period. Should the product/service no longer be required, or the product /service was produced beyond the stipulated time, the Agency will accommodate full refund/partial refund as per its refund policy.

I accept that if I have furnished the Agency with incorrect or incomplete information which results in delay, or wrong product being prepared; I will not be eligible for a refund of any fees paid.
This policy will be reviewed periodically and all employees are expected to observe the guidelines and standards herein.

Desmond Davis (Mr.)
Acting Deputy Chief Executive Officer
& Director of Operations

1st Day of January 2019

Deirdre English Gosse (Mrs.)
Chief Executive Officer
Registrar General and
Deputy Keeper of the Records

17th Day of January 2019