

Principles for handling of customer relations and complaints

Annex 3.2 to Joint Venture Agreement Toll Service Provider Agreement

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Table of contents

DOCUMENT REVISION HISTORY	3
1 INTRODUCTION	4
2 BASICS ABOUT CLAIM HANDLING AND CHANNELLING OF COMPLAINTS	4
3 THE DURATION AND OBLIGATIONS OF THE CLAIM HANDLING PERIOD..	5
4 SPECIALLY REGARDING ENFORCEMENT.....	6
5 LANGUAGE	6
6 MORE TIME LIMITS IN EASYGO	6
7 ACCESS TO RELEVANT DATA.....	7
8 EXCHANGE OF DATA AND REQUIREMENTS WITH REGARD TO ANONYMITY.....	8
9 TIME LIMITATIONS FOR SU CLAIMS.....	9
10 PAYMENT FLOW	9
11 CLAIM SETTLEMENT	10

Document Revision History

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1 Introduction

The purpose of this document is to state the basic principles for procedures dealing with the handling of different types of complaints¹ from service users (SU)² of the EasyGo service. Detailed procedures for the most common complaints etc. are described in document 905. Document 905 is mainly intended as detailed instructions to customer service personnel on how to handle a variety of situations arising from operating the EasyGo service³.

An abuse situation, which is a situation where a SU is charged for a usage by means of an OBE stolen and used by a 3rd Party, is a case between the TSP (Toll Service Provider) and the SU and shall be handled according to the SU agreement and is hence not treated further in this document. However, relevant procedures will be stated in document 905 in order to determine if an alleged abuse is a real abuse or not.

2 Basics about claim handling and channelling of complaints

The principles that form the basis for handling individual complaints originate from the EasyGo agreements⁴, but furthermore claim handling must comply with the legislation and toll procedures of the individual country as well as being easy to understand with simple procedures.

The TSP shall handle most claims, since this is where most SUs will address their claims due to language barriers, distance (also cultural), the existence of SU agreements between TSP and SU etc. The role of being the primary contact point with respect to the SU remains with the TSP throughout the full period of time where rights and obligations persists between the parties to EasyGo and the SU as a result of the SU's use of the EasyGo service.

However, the TSP is only obliged to handle a claim on behalf of the TC during the first 180 days after the SU has made his passage. In this period of time the TSP is responsible for collecting and analysing relevant information in order for a valid decision to be made. As described in more detail below the relevant TC will have the final saying in claims concerning passages at his toll domain, so in these cases the "claims handling" done by the TSP refers to the collection and analysing of relevant data necessary in order to prepare for a valid decision.

¹ Generally in this text the words "claim" and "complaint" are used as synonyms. However, in a strict sense a claim should be define at a type of complaint which causes the TSP or TC to establish a case file to be investigated further.

² Generally, penalties are not treated in this context since it will be a matter between the SU and the TC with the TSP only helping with data when necessary.

³ In the following text the EasyGo service will be used as short for usage of EasyGo toll roads or other transport related services

⁴ That is the Joint Venture Agreement and the Toll Service Provider Agreement

After the 180 days the TSP remains the main contact for any claim made by a SU but may transfer the handling of a claim regarding a passage directly to the relevant TC without analysing it.

This has no consequence in respect of the ability of the SU to make a claim, but only as to which party shall handle the claim internally after the SU has addressed it to the TSP.

In this context it is relevant to note the fact that if a SU prefers to have the TC handling his or her claim concerning an issue related to the TC, this will be possible also within the first 180 days. This is a result of both a legal right for the SU in most involved countries and also a practical solution, for example if data or pictures cannot be exchanged for any reason. Otherwise the SU should be guided to the TSP - unless the matter can be handled by the TC very easily, such as answering a simple question.

As a consequence of the TSP being the primary contact for claims it has been decided that the TSP bears the overall responsibility of securing that a claim is handled correctly and the SU is informed of the result in due time – also when the TSP is not the primary handler of the claim. Hence this obligation goes beyond the 180 days of claim handling obligation lying with the TSP. The only case where this principle is not applied is when a TSP is not and should not be aware of the existence of a claim.

3 The duration and obligations of the claim handling period

Claims concerning passage at a TC:

The TC will always have the last word in claims regarding a passage at the domain of the TC. In the first 180 days after the usage/passage the TSP receiving a claim will have to investigate and analyse the claim to the widest extent possible and collect relevant information. The TSP shall make a suggestion concerning the resolution of the claim and send this to the TC along with the claim, but the TC will have the final judgement.

When the TC has decided on a result - in accordance with quality parameters for internal time limits regarding claim handling – the TC will inform the TSP of the result and the TSP will inform the SU. If the SU makes another claim about the result of an already handled claim he shall be guided directly to the responsible TC.

After the 180 days the TSP may send any claim directly to the TC without investigating it further. The TC will always compensate the SU should a refund be a result of the claims handling by crediting the amount to refund to the TSP.

Claims concerning the TSP as an issuer of an OBE etc.:

The TSP has the final saying regarding all claims but those regarding a specific passage. This means that a TSP will handle and decide on claims regarding issues connected to the SU agreement and aspects concerning personalisation of OBE's abuse situations etc. In these cases it will not be relevant to consider the 180 days limit.

If a wrong personalisation or abuse situation is concerning a specific passage the TSP is obliged to inform the TC about it.

4 Specially regarding enforcement

Enforcements situations, that are situations where the TC puts a fine on the SU with an element of punishment, are issues to be solved between the TC and the SU. The role of the TSP is described in the TSPA⁵. The TSP is obliged to help the TC identifying the SU and to deliver contact information to the degree possible. However from a service perspective the TSP can help the SU with contact, translation and other actions that will facilitate the process.

5 Language

The main language in EasyGo is English. However, parties can communicate between themselves and with SUs in any language as long as this is acceptable to the involved parties.

Between the TSP and the TC it is the sender of the information (in any form) who has the obligation to translate (into English) when necessary either by own initiative or by request from the recipient.

Forms in English will be available in order to facilitate the more simple information/data exchanges and shall be used by the customer service personnel whenever appropriate.

6 More time limits in EasyGo

Time limits are set between the EasyGo parties for processing transaction data in the EasyGo system. These processes mainly relates to the sending of data between parties in order for the TSP to invoice to the SU.

Some of the time limits are contractually founded e.g. that the TC shall send passage data to the TSP within a certain numbers of days. Other time limits have been agreed between the parties (subsequently) as quality measures. For detailed information, see annexes 2.4 and 3.7.

By nature claim handling will involve storage and exchange of data. Storage and exchange of data will be treated in more detail below

⁵ Se for example section 3.2(j), 3.2(k) and 5.1.

7 Access to relevant data

The TSP and the TC need to store a range of data in their systems. These data relates to contract information, payments and consumption. With regard to complaints, the following overview of data is relevant:

Data at the TSP:	Contract data including vehicle data ⁶ Payment and validation data
Data at the TC:	Blacklists and HGV lists accumulated from all TSPs Transaction data and pictures Data related to direct invoicing from the TC to the SU ⁷ Data related to additional contracts between the SU and the TC

In addition, relevant data may exist at external parties such as identification of the vehicle owner at the national vehicle registers.

Both TSP and TC should make a note if transaction data is exchanged concerning a SU and keep a detailed log if other data is exchanged in connection with the handling of a claim.

The main rule regarding storage of transaction data is that the parties follow their national legislation⁸, but in an EasyGo context the parties are entitled to delete data after 48 months if not in conflict with national legislation.

However, in this context the term transaction data does not normally include pictures. Typically, the involved parties have strict and short limits decided by law or similar as to how long they can store pictures.

⁶ Documentation (from a SU) regarding the characteristics of a vehicle shall be kept by the TSP

⁷ Direct invoicing from TC to SU can only happen in three situations: Penalties, unequipped SU and retroactive payment

⁸ The relevant legal basis here is the national laws concerning protection of personal data and securing data for bookkeeping/accounting purposes.

An overview of the national bookkeeping rules governing the EasyGo parties is found in annex 3.4 “*Invoicing specifications*”

8 Exchange of data and requirements with regard to anonymity

Only a SU having held a SU agreement at the time of passage can make a complaint about the EasyGo service. For a complaint to be considered, the SU making the complaint shall provide sufficient credentials to be identified. These may encompass one of the following identifications or any combination hereof:

- Contract number
- Name/address
- Organisation number
- Vehicle registration number
- License plate and nationality
- OBE ID
- PAN

If a SU contacts the TC directly and requests the TC to handle a claim, he shall submit any of the last three credentials mentioned above. The TC uses this information to search for relevant data. If the TC is not able to find any relevant data with the provided information he may decline the SUs request to handle the claim directly and redirect the SU to the TSP instead.

If a SU contacts his TSP and requests the TSP to handle a claim, he shall submit any of the above mentioned credentials. The TSP uses this information to search for relevant data. If the TSP is not able to handle the claim, he may ask the TC for the information necessary in order to solve the claim. If that is not sufficient to investigate and analyse the claim he may transfer the handling of the claim to the TC.

The TSP and the TC may exchange any data (except pictures, see below) deemed necessary to handle a claim.

The permission to exchange information follows from the purpose of the exchange and the nature of the information exchanged according to the national legislation of the involved EasyGo parties. As an extra precautionary measure the TSP is obliged to include a clause securing the SU's acceptance of the data exchange in all SU agreements, see annex 3.1 Minimum set of clauses.

Special conditions apply to the exchange of pictures. As a main rule it is only allowed to exchange information derived by looking at the recorded pictures of the incident - not the actual pictures themselves. In cases where a TSP needs a picture to resolve a claim, the TSP can choose between getting an informed acceptance in writing from the claimant (if not in conflict with national law) and sending the claim to the TC for further handling.

Notice should be given to the fact that most TC's only keep their pictures for a very short period of time.

In cases where pictures can legally be exchanged, it is very important, that any person(s) who could be identified by looking at the picture in question is removed from the picture

before the exchange is initiated. Special procedures must be implemented to secure awareness and compliance with this.

9 Time limitations for SU claims

The time limitations treated in this section concern the time span available for a SU to address a claim to a TC or a TSP. Both the time span in which claims can be put forward and the connected defining moment starting the period of time⁹ where claims are possible will be defined according to national law of the toll domain in question and/or the national law governing the SU agreement.

EasyGo does not define any time limitations for claims regarding the EasyGo service when put forward by a SU. EasyGo is only concerned with the allocation of claim handling. The time limit regarding the period of time in which claims can legitimately be put forward by a SU has two possible sets of rules for its legal resolution. One set is the SU agreement between the TSP and the SU and the other set is the laws/rules governing the domain of the TC. The second set of rules shall apply to any claim a SU will make regarding the use of the EasyGo service at a toll domain of the TC.

It should be noted, that the rule of applying the laws/rules of the TC when handling a claim concerning usage of the TCs toll domain also applies when in fact the TSP is handling the claim on behalf of the TC

All other claims than those regarding the use of the EasyGo service at the toll domain of a TC shall be handled according to the agreement between the TSP and the SU. This may concern terms of payment or other issues connected with the role of the TSP as an issuer of a means of payment.

10 Payment Flow

Within 180 days after passage:

- If a SU makes a claim to a TSP and the SU is entitled by the law of the country of the TSP or by the SU agreement to get his/her money refunded when a claim has been submitted, the following procedure applies:
 - The TSP should check whether the passage(s) in question already has been paid or not
 - If the passage(s) has already been paid, the TSP shall credit the transaction to the SU.
 - If the decision made by the TSP or the TC, (depending of the content of the claim) regarding the claim requires it, the TSP requests the TC to handle a claim accordingly. If the TC issues a credit transaction in favour of the SU, it is the responsibility of the TSP to ensure that the SU is not refunded twice.

⁹ For example, the defining moment could be the actual time of passage or the issuing of an invoice.

- If the claim is received by the TC and the TC is able to straight away decide upon acceptance or refusal of the claim there will be no need to consider a refund before handling the claim. In this case the TC will generate a refund of the paid toll or maintain the transaction depending on the result of the claim handling. The TC shall inform the TSP about the claim and the decision to the degree necessary.
- If the TC cannot decide on the claim or if the SU is entitled to an immediate refund before the claim is handled, the TC should ask the SU to direct his claim to the TSP
- If the SU is not entitled to a refund upon submission of a claim - the handling of the claim shall be completed by the TC taking a decision and a refund will only take place if the result is in favour of the SU
- If the disputed passage has not yet been paid by the SU when the claim is received, the TSP (or the TC) shall handle the claim before the payment is due – or make sure that the payment is postponed (if legally required) until the claim has been handled. The TSP shall secure that a SU is not credited for a passage(s) not paid.

After 180 days after the passage:

All settlements and corrections in connection to credit transactions will still be performed as credit transactions within the EasyGo system, if:

- the TSP still have a valid SU agreement with the SU
- the TC finds an entry of the SU on the HGV list AND contacts the TSP before the transaction is transmitted.

11 Claim settlement

A claim may result either in acceptance or a rejection followed by a notification to the SU of the result. In order to secure efficient and fast claim handling EasyGo has decided upon a maximum time limit for handling a claim obligating the customer service personnel in their processing of the claim. This time limit is stated in annexes 2.4 and 3.7 and applies both to TCs and TSPs in EasyGo related matters.

If a rejection is appealed by the SU, then the TSP or the TC responsible for rejecting the claim will be the part in the relevant appeals/complaints board or in the potential law suit and bear all costs connected with the legal resolution (see section 7, TSPA for the procedure between TSPA and TC in these cases).

Overall it is the party (TSP or TC) who is responsible for the subject matter according to the terms and conditions in the TSPA and JVA who will have to participate as opposing party in a court case. However, a “non-responsible” TSP or a TC with additional information about the court case is obliged to assist when necessary.