

CAIXABANK, S.A. REGULATIONS GOVERNING CUSTOMER PROTECTION

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CHAPTER I. GENERAL PROVISIONS

Article 1. Purpose

This Regulation is intended to regulate Customer Services at CaixaBank, S.A., hereinafter referred to as CaixaBank, and of the CaixaBank Group companies and the procedure for processing customer claims.

This Regulation has been drawn up in compliance with the provisions of Order ECO/734/2004, of 11 March, on customer services and departments, and the customer ombudsman in financial institutions; Royal Decree-Law 19/2018 of 23 November on payment services and other urgent financial measures, and Law 7/2017 of 2 November, which incorporates into Spanish law Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on the alternative resolution of consumer disputes.

Article 2. Definitions

Unless otherwise expressly indicated or unless the context in which they are found necessitates another interpretation, the following terms in this Regulation shall have the meanings as set out below:

a) **Customers or users:** Spanish or foreign natural or legal persons who meet the status of user of the financial services provided by CaixaBank and by the CaixaBank Group's companies, including the participants, promoters and beneficiaries of pension plans, policyholders, insured persons, beneficiaries and third parties affected in the case of insurance contracts, as well as the successors of any of the above.

References to customers contained in this Regulation shall also be understood to be applicable to non-customer users.

b) **Complaints or claims:** Those submitted by users in relation to their legally recognised interests and rights, whether they derive from contracts, transparency and customer protection regulations or good practices and financial uses, in particular from the principle of fairness.

Complaints shall be considered to be those which pertain to delays, negligence or any other type of deficient action observed in the operation of financial services.

Claims shall be considered to be those that reveal specific events referring to actions or omissions that, in the client's opinion, result in the non-compliance of contracts, transparency and customer protection regulations or good practices and financial uses, and which imply, for the person making the claim, detriment to their interests or rights, with the aim of obtaining recompense.

The references of this Regulation to claims shall also be inclusive of complaints.

c) **Customers or consumers.** Any natural person acting for purposes other than commercial, business, trade or professional purposes, as well as any legal person or entity without legal personality acting on a non-profit basis in a non-business or commercial area, unless the

regulations applicable to a specific economic sector limit the filing of claims to accredited entities as referred to in Law 7/2017 (relating to the alternative resolution of consumer disputes) exclusively to natural persons.

d) **CaixaBank:** CaixaBank and the companies that are part of its Group that adhere to this Regulation.

e) **Service:** Customer Services

f) **Supervisory claims services.** This refers to the claims services linked to the Bank of Spain, the Spanish Securities Market Commission and the Directorate-General for Insurance and Pension Funds which, in accordance with their respective areas of responsibility, deal with complaints and claims submitted by financial service users.

g) **Payment services.** Financial service consisting of the execution of payment transactions on behalf of the customer and other ancillary transactions. At CaixaBank, the most common payment services are provided under the contracts for on-demand accounts, cards, bill issuance and bulk transfers.

Article 3. Approval and adherence to the Regulation.

1. This Regulation has been approved by the Board of Directors of CaixaBank, S.A. and is subject to verification by the Bank of Spain.

2. CaixaBank Group entities belonging to one of the following categories may adhere to this Regulation:

a) Credit institutions; b) Investment services; c) Management companies of collective investment institutions; d) Insurance companies; e) Pension fund management entities; f) Insurance brokerage companies; g) Valuation companies; h) Financial credit institutions; i) Payment institutions; j) Electronic money institutions; and k) any other entity that provides financial or other services to end-customers, provided that legal provisions do not prevent their adherence.

3. Adherence must be carried out by agreement of the Board of Directors of the respective entities. This agreement must contain the express and specific acceptance of the head of Customer Services designated by the Board of Directors of CaixaBank.

4. Any changes to the heads of Customer Services (terminations and new appointments) will be approved by agreement of the Board of Directors of CaixaBank, subject to the provisions of this Regulation, and will be assumed by the adhering entities. These variations will be reported to the Supervisory Claims Services, the Bank of Spain and the other the supervisory authorities as appropriate for the activity carried out by CaixaBank and the adhering entities.

5. The amendments to this Regulation will be approved by agreement of the Board of Directors of CaixaBank and will be assumed by the adhering entities. These amendments will be subject to verification by the Bank of Spain.

6. Failure to assume the agreements provided for in the preceding paragraphs will imply in the disassociation of the entity concerned from the regime established in this Regulation, and it will be empowered to establish the Customer Care Service that it considers to be appropriate in accordance with the regulations in force at any given time.

7. The updated list of the adhering entities will be attached as an appendix to this Regulation.

Article 4. Period for filing claims

The period for filing claims will be two years, or the period established by the regulations in force at any given time, from the date on which the customer became aware of the facts on which they are based.

Article 5. Duty of collaboration

All CaixaBank departments and services must provide Customer Services with all information and documents requested by them in relation to the performance of their duties.

Article 6. Information for customers

CaixaBank will make the following information available to its customers in each and every branch that is open to the public as well as on its websites:

- a) The existence of Customer Services, stating its postal address and email address.
- b) CaixaBank's obligation to attend to and resolve complaints and claims filed to Customer Services by its customers within the time limits applicable in each case counting from the date the claim was filed, and in accordance with Article 11, at any CaixaBank branch open to the public or at the email address provided for this purpose.
- c) Reference to the corresponding claims services linked to the Bank of Spain, the Spanish Securities Market Commission and the Directorate-General for Insurance and Pension Funds, specifying their postal and email addresses as well the need to have exhausted the Customer Service channel in order to file complaints and claims with them.
- d) This Regulation.
- e) References to the regulations on transparency and customer protection in financial services.

CHAPTER II. CUSTOMER SERVICE

Article 7. Configuration

1 Customer Services is an internal body of CaixaBank, separate from commercial and operational services, whose function is to independently resolve claims within its remit, in accordance with the provisions of this Regulation, and avoiding any conflict of interest.

2 The head of the Service must be a person with commercial and professional repute, and with adequate knowledge and experience to carry out their duties.

3 CaixaBank will take the appropriate measures to ensure that the procedures for the transmission of information required by the Service to the rest of the organisation's services at any time are in line with the principles of speed, security, effectiveness and coordination.

4 CaixaBank will provide the Service with the appropriate human, material, technical and organisational resources to fulfil its functions. In particular, it will take the actions necessary to ensure its staff have an adequate knowledge of the regulations on transparency and protection of financial services customers.

5 The head of Customer Services will participate in the processes of approval, monitoring and control of new products, under the Group's product governance policy, contributing their experience with claims and knowledge of the supervisory body's criteria.

6 The Service's resolutions will be binding for CaixaBank, but not for the claimant.

Article 8. -Incompatibility and non-eligibility

The following will not be able to be heads of the Service:

- a) Persons who are insolvent or undischarged bankrupt.
- b) Those who are disqualified or suspended, either on a criminal or administrative basis, from holding public office or managerial positions in entities.
- c) Those who have criminal records for offences against property, money laundering, offences against socioeconomic order and offences against the public treasury or social security.
- d) Those who have been sanctioned for committing administrative offences derived from the regulations applicable to the exercise of the activity of credit institutions, insurance activity, the regulations applicable to the securities market, the prevention of money laundering, the financing of terrorism and consumer protection, as well as any other type of severe or very severe administrative infringement.
- e) Those who perform functions directly related to CaixaBank's commercial and operational services.

Article 9. Appointment and termination

1. The head of the Service will be appointed by agreement of the Board of Directors of CaixaBank for an indefinite period. Their position may be terminated by the agreement of the same body, based on the following causes:

- a) Loss of eligibility requirements;
- b) Suspension or termination of the employment relationship with CaixaBank;

c) Being subject to a criminal investigation for any event related to violations or offences relating to property, money laundering, socioeconomic order, the public treasury or social security;

d) Grossly negligent performance of their duties or any other serious misconduct.

2. Appointment and termination of the head of the Service will be communicated by CaixaBank to the supervisory claims services as well as the Bank of Spain, the Spanish Securities Market Commission and the Directorate-General for Insurance and Pension Funds and the other corresponding supervisory authorities.

3. If the position becomes vacant for any reason, a replacement shall be appointed in accordance with the legal and/or statutory regulations in force.

CHAPTER III. PROCEDURE FOR THE PROCESSING OF CLAIMS

Article 10. Scope of procedure

The procedure provided for in this chapter shall apply to the processing of claims that are referred to the Customer Service department.

Article 11. Period for resolving the claim

The Service must issue a ruling within the following deadlines:

- a) Two months if the customer is not a consumer.
- b) One month if the customer is a consumer.
- c) 15 working days if the claim is related to payment services, regardless of whether the customer is a consumer or not. Exceptionally, this period can be extended by a maximum of one month if, for reasons beyond the Service's control, it is impossible to provide a response within fifteen working days, provided that the Service informs the customer of the reasons for the delay and specifies the period within which the customer will receive a definitive response.

The periods for resolving claims will begin from the time the claim is filed with any of the bodies or channels established for this purpose.

If the claimant disagrees with the decision made by Customer Services or if no decision has been made within the time limits stated, the claimant may turn to the Complaints Service of the corresponding supervisor(s).

In accordance with the provisions of Article 18 (e) of Law 7/2017 (on the alternative resolution of consumer disputes), the consumer will have one year from the time the claim is filed with the entity or its Customer Service department to file a claim with the Complaints Service of the supervisor(s).

Article 12. Filing claims

1. All customers will have the right to submit claims to Customer Services on the matters outlined in and subject to the rules established in this Regulation.

The presentation and processing of claims will be free of charge, and CaixaBank may not demand any payment from the customer in this respect.

For claims filed by participants or beneficiaries of individual pension plans promoted by VidaCaixa S.A.U. de Seguros y Reaseguros, the provisions of Article 22 shall apply.

2. The claims may be filed either in person or by proxy to Customer Services at any CaixaBank branch that is open to the public as well as via any email address established for this purpose.

3. When the entity has received the complaint, it will be sent to the Service. The period for resolving claims will begin from the time the claim is filed with any of the bodies or channels established for this purpose. In any case, receipt of the claim must be recorded in writing, stating the date on which the claim was filed, for the purposes of calculating this period.

4. The claim will be submitted only once by the interested party and shall not be required to be repeated before different bodies of the entity.

5. Once the claim has been received by the Service, the case will be opened.

Article 13. Form and content of the claims

1. The claim must be filed in writing, on paper or by computer, electronic or telematic means, provided that these allow the documents to be read, printed and kept, and include the corresponding electronic signature in accordance with legal requirements.

2. The procedure will be initiated by submitting a document stating:

- a) Name, surname and address of the interested party and, where applicable, his/her duly accredited representative; National identity document number for natural persons and data referring to public registration for legal entities.
- b) Reason for the claim, with a clear specification of the issues on which a decision is requested and, where applicable, the amount of the claim.
- c) Branch or branches, department or service where the facts that are the subject of the claim have occurred.
- d) That the claimant is not aware that the matter subject to the claim is being addressed through administrative, arbitration or judicial proceedings.
- e) Place, date and signature.

3. The claimant must provide, together with the abovementioned document, the documentary evidence that they possess on which the claim is based.

Article 14. Remedy

If the identity of the claimant is not sufficiently accredited or the facts of the claim cannot be clearly established, the signatory will be required to supplement the documentation sent within ten calendar days, with the warning that if they fail to do so, the claim will be archived without further processing. However, failure to rectify errors within the established period may never be interpreted as a waiver by the claimant of their right to resubmit claim.

The period used by the claimant to correct the errors referred to in the previous paragraph shall not be included in the calculation of the period for resolving the claim.

Article 15. Inadmissibility

1. Claims can only be rejected as inadmissible in the following cases:

- a) When essential data for processing that cannot be rectified are omitted, including cases where the reason for the claim is not specified.
- b) When it is intended to process as a claim appeals or other actions that fall under the jurisdiction of the administrative, arbitration or judicial bodies, or when the case is pending resolution or litigation, or the matter has already been resolved in those instances.
- c) If the facts, reasons and requests that constitute the issues that are the subject of the claim do not relate to specific operations or do not comply with the scope established in Article 2 of this Regulation, and in particular:
 - (i) Those referring exclusively to the labour relations between CaixaBank and its employees.
 - (ii) Those referring to issues over which CaixaBank has discretionary power, except those that concern the delay or negligence of the bank in communicating its decisions to the interested parties
 - (iii) Those intentionally and manifestly aimed at preventing, hindering or delaying the exercise of any right of CaixaBank vis-à-vis the customer.
- d) When claims are filed that restate previously resolved claims, submitted by the same customer in relation to the same facts.
- e) If the deadline for submitting claims established in Article 4 of this Regulation has expired.
- f) If the content of the claim is vexatious.

If it is known that a claim and an administrative, arbitration or judicial proceeding on the same matter are being processed at the same time, the former will not be processed.

2. If it is deemed inadmissible to process the claim, the interested party will be informed by means of a reasoned decision, and they will be granted a period of ten calendar days to appeal the decision. If the interested party has contested the decision and the grounds for inadmissibility are upheld, the final decision that has been made will be communicated to them.

Article 16. Processing

During the processing of the cases, the Service may collect from the claimant and the different departments and services of the entity concerned, any data, clarifications, reports or evidence deemed relevant for making its decision.

Article 17. Acceptance and withdrawal

1. If, in light of the claim, the entity decides to uphold the claimant's complaint, it must notify the Service of its decision and, where appropriate, provide documentary justification for the rectification.

2. Interested parties may withdraw their complaints at any time. Withdrawal will result in the immediate termination of the procedure as far as the relationship with the interested party is concerned.

Article 18. Completion and notification

1. The case must be completed by means of a decision issued within the time limits applicable in accordance with article 11, counting from the date the claim was submitted to the Customer Service, any CaixaBank branch open to the public or the email address provided for this purpose.

2. Reasons will always be given for any decision made, which will also contain clear conclusions on the request made in each complaint, based on the contractual clauses, the applicable transparency and customer protection rules, as well as good practice and financial uses.

If the decision is not based on the criteria set out in similar previous cases, the reasons for this must be provided.

3. The decision must expressly mention the right of the claimant to refer the matter to the appropriate Complaints Service of the supervisors in the case of disagreement with the outcome of the decision

4. The interested parties will be notified of the decision within ten calendar days from its date, in writing, in paper format or by computer, electronic or telematic means, provided that they allow the reading, printing and conservation of documents and include the corresponding electronic signature in accordance with legal requirements and that which the claimant has expressly indicated and, in the absence of such indication, by the same means in which the claim was filed.

Article 19. Confidentiality. Confidentiality of cases

1. The claimants shall have the right to be informed of the status of the cases to which they are party, the return of the original documents they have provided and to obtain a copy or duplicate of them and of the

communications sent by Customer Services.

2. The information relating to the cases and their contents will not be disclosed or provided to third parties without the consent of the interested parties, except at the request of the judicial or administrative authority, and without prejudice to the fact that the statistical data and criteria contained in the decisions may be made public, with the appropriate confidentiality being maintained with regard to the parties involved.

CHAPTER IV. OTHER ASPECTS

Article 20. Annual report

1. Within the first quarter of every year, Customer Services will present to the Board of Directors of CaixaBank and the entities that have adhered to this Regulation a report explaining the exercise of its function during the previous year, which shall have the following minimum content:

- a) Statistical summary of the claims handled, with information on their number, admissibility and reasons for rejection, reasons and questions raised in the claims, and amounts related to the claims.
- b) Summary of decisions made, indicating whether they are favourable or unfavourable to the claimant,
- c) General criteria contained in decisions.
- d) Recommendations or suggestions arising from its experience, with a view to better achieving the ends guiding its activity.

2. At least one summary of the report will be included in the annual report of CaixaBank and of each of the entities that have adhered to this Regulation.

Article 21. Relation with the Supervisory Claims Services

The requests that the Supervisory Claims Services may make in the exercise of their duties for any of the entities subject to this Regulation will be dealt with by Customer Services or by the person designated by the head within the time limits determined by them, in accordance with the provisions of their regulations.

Article 22. Member's and Associate's Ombudsman

Claims made by participants and beneficiaries of individual pension plans promoted by VidaCaixa S.A.U. de Seguros y Reaseguros must be lodged with Customer Services or alternatively with the Member's Ombudsman.

The rules of operation of the Member's Ombudsman can be found at www.vidacaixa.es/reclamaciones.

APPENDIX TO CAIXABANK, S.A. REGULATIONS GOVERNING CUSTOMER PROTECTION

In accordance with Article 3, the following entities of the CaixaBank Group have adhered to this Regulation:

- CAIXABANK, S.A.
- NUEVO MICRO BANK, S.A.
- CAIXABANK PAYMENTS&CONSUMER, E.F.C, E.P, S.A.
- CORPORACIÓN HIPOTECARIA MUTUAL, E.F.C., S.A.
- CAIXABANK ASSET MANAGEMENT, S.G.I.I.C., S.A.
- VIDACAIXA S.A.U. DE SEGUROS Y REASEGUROS
- TELEFONICA CONSUMER FINANCE, E.F.C., S.A.
- BANKIA MEDIACIÓN OPERADOR DE BANCA-SEGUROS, VINCULADO, S.A.U.