

Regulations for the defence of clients of CaixaBank, S.A.



INDEX

CHAPTER I. GENERAL PROVISIONS	1
Article 1. Object.....	1
Article 2. Definitions	1
Article 3. Approval and adherence to the Regulations	2
Article 4. Deadline for lodging claims.....	2
Article 5. Duty of collaboration.....	2
Article 6. Information for clients	3
CHAPTER II. CLIENT CARE SERVICE	3
Article 7. Configuration	3
Article 8. Incompatibility and ineligibility	3
Article 9. Appointment and dismissal	4
CHAPTER III. PROCEDURE FOR PROCESSING CLAIMS	4
Article 10. Scope of the procedure.....	4
Article 11. Deadline for resolving claims	4
Article 12. Lodging claims.....	5
Article 13. Form and content of complaints and claims	5
Article 14. Remedy	6
Article 15. Non-acceptance	6
Article 16. Processing	7
Article 17. Settlement and withdrawal.....	7
Article 18. Completion and notification	7
Article 19. Reservation. Custody of files	8
CHAPTER IV. OTHER MATTERS	8
Article 20. Annual report.....	8
Article 21. Supervisory bodies' relations with Claims Services.....	8
Article 22. Participant and Associate	8

CHAPTER I. GENERAL PROVISIONS

Article 1. Object

The object of these Regulations is to regulate the Client Care Service of CaixaBank, S.A., hereinafter CaixaBank, and of companies in the CaixaBank group, and the procedure for processing claims by clients.

These Regulations were drawn up in accordance with the stipulations of Order ECO/734/2004 of 11th March 2004 on financial institutions' customer care services and departments and customer ombudsman; Royal Decree-Law 19/2018 of 23rd November 2018 on payment services and other urgent measures in the financial field and Law 7/2017 of 2nd November 2017 transposing Directive 2013/11/EU of the European Parliament and Council of 21st May 2013 on alternative dispute resolution for consumer disputes into Spanish law.

Article 2. Definitions

Unless explicitly stated to the contrary or if the context in which they are used clearly indicates some other interpretation, the following terms will have the meanings established below in these Regulations:

a. Clients or users: Natural persons or legal entities, whether Spanish or foreign, who have the status of users of the financial services rendered by CaixaBank and by the companies in the CaixaBank group, including the participants, promoters and beneficiaries of pension plans, policyholders, insured parties, beneficiaries and injured third parties in the case of insurance contracts, as well as the successors of any of the above.

The references to clients in these Regulations are also to be understood to be applicable to users who are not clients.

b. Complaints or claims: Those lodged by users in relation to their legally recognised rights and interests, whether these derive from contracts, from transparency and client protection rules or from financial good practice and convention, in particular the principle of equity.

Complaints are taken to be those concerning delays, poor service or any other kind of deficient action observed in the functioning of financial services.

Claims are taken to be those pointing out specific facts concerning actions or omissions representing, in the client's opinion, breach of contract, of transparency and client protection rules or of financial good practice and convention, and which for the party lodging them involve an injury to their interests or rights and a consequent claim for restitution.

References to claims in these Regulations shall also be taken to include complaints.

c. Consumer clients or users: Any natural person acting for purposes other than their commercial, business, trade or professional activity, as well as any legal entity or entity without legal status acting for non-profit purposes in a sphere other than commercial or business activity, unless the regulations applicable to a particular economic sector restrict the lodging of claims before accredited bodies to those referred to in law 7/2017 (on alternative dispute resolution for consumer disputes) exclusively to natural persons.

d. CaixaBank: CaixaBank and the entities that form part of its group bound by these Regulations.

e. Service: The Client Care Service.

- f. Supervisory bodies' Claims Services:** This refers to the claims services that form part of the Bank of Spain, the Spanish Securities Commission and the General Directorate of Insurance and Pension Funds which, in accordance with their respective areas of competence, deal with complaints and claims lodged by users of financial services.
- g. Payment services:** Financial service consisting of the execution of payment operations ordered by the client and other ancillary operations. The most common payment services at CaixaBank are provided under contracts for at-call accounts, cards, the issue of direct debits and bulk transfers.

Article 3. Approval and adherence to the Regulations

1. These Regulations were approved at the decision of the Board of Directors of CaixaBank, S.A. and submitted for verification to the Bank of Spain.
2. Organisations in the CaixaBank group that fall into one of the following categories may adhere to these Regulations:
 - a) Credit institutions; b) Investment services companies; c) Collective investment institution management companies (SGIIC); d) Insurers; e) Pension Fund Managers; f) Insurance brokers; g) Valuation companies; h) Financial credit institutions; i) Payment entities; j) Electronic money entities and k) any other entity that provides financial or other services for end clients, providing no regulatory provision stops them adhering.
3. Adhesion must be through a decision by the Board of Directors of the respective organisations. This decision must include full, explicit agreement by the person responsible for the Client Care Service designated by the Board of Directors of CaixaBank.
4. Any changes to the persons responsible for the Client Care Service (dismissals and new appointments) must be approved by a decision of the Board of Directors of CaixaBank, subject to the stipulations of these Regulations, and must be accepted by the entities adhered to them. Such changes must be notified to the supervisory bodies' Claims Services, the Bank of Spain and the other supervisory authorities pertinent to the activity carried on by CaixaBank and the adhered entities.
5. Any changes to these Regulations must be approved by a decision of the Board of Directors of CaixaBank, S.A. and accepted by the adhered entities. Such changes must be submitted to the Bank of Spain for verification.
6. If the decisions stipulated in the above sections are not taken this will mean the entity concerned will not be bound by these Regulations, and will be empowered to establish whatever Client Care Service it sees fit, in accordance with current regulations at any given time.
7. An updated list of the entities adhered to these Regulations will be attached hereto as an annex.

Article 4. Deadline for lodging claims

The deadline for lodging claims will be five years from the date on which the facts subject to the claim occurred, in any case respecting at least two years from when the claimant became aware of them.

Article 5. Duty of collaboration

All CaixaBank departments and services must supply the Client Care Service with whatever information and documents it may request in connection with the exercise of its functions.

Article 6. Information for clients

CaixaBank will make available to its clients, at every one of its branches open to the public, as well as on its websites, the following information:

- a. The existence of the Client Care Service, stating its postal and email address.
- b. CaixaBank's obligation to consider and decide on complaints and claims by its clients within the deadlines applicable in each case according to article 11, counting from the date on which they are lodged at any CaixaBank branch open to the public or at the email address provided for this purpose.
- c. Reference to the Claims Service of the Bank of Spain, the Spanish Securities Commission and the General Directorate of Insurance and Pension Funds as applicable, specifying their postal and email address, as well as the need to exhaust the Client Care Service channel before lodging complaints and claims with them.
- d. These Regulations.
- e. References to the financial service clients transparency and protection regulations.

CHAPTER II. CLIENT CARE SERVICE

Article 7. Configuration

1. The Client Care Service is an internal organ of CaixaBank, separate from its commercial and operational services, the function of which is to settle any claims within its competence autonomously and avoiding any conflict of interest, in accordance with the stipulations of these Regulations.
2. The person responsible for the Service must be commercially and professionally honourable, and have suitable knowledge and experience to exercise their functions.
3. CaixaBank must take the opportune measures to ensure that the procedures in place for passing on any information required at any time by the Service to the other services within the organisation adhere to the principles of speed, security, efficiency and coordination.
4. CaixaBank will provide the Service with adequate human, material, technical and organisational resources to perform its functions. In particular, it must take the necessary steps for the people attached to the Service to have adequate knowledge of the regulations on transparency and protection for financial service clients.
5. The person responsible for the Client Care Service is to take part in the processes of approval, follow-up and monitoring of new products, as part of the group policy on product governance, contributing its experience of claims and its knowledge of the supervisory bodies' criteria.
6. The decisions of the Service will be binding on CaixaBank, but not on the claimant.

Article 8. Incompatibility and ineligibility

The following may not be users of the Service:

- a. Undischarged bankrupts and debtors.
- b. Anybody who is disqualified or suspended, under criminal or administrative law, from holding public or administrative office or direct entities.
- c. Anybody with a criminal record of financial offences, money laundering, offences against socio-economic order or tax or social security offences.
- d. Anybody who has been sanctioned for committing administrative offences under the regulations applicable to the business of credit entities, insurance, the regulations applicable to the securities market, prevention of money laundering, finance for terrorism and consumer protection, as well as any other type of serious or very serious administrative offence.
- e. Anybody who performs functions directly related to the commercial or operational services of CaixaBank.

Article 9. Appointment and dismissal

1. The person responsible for the Service will be appointed, reappointed and dismissed at the proposal of the Appointments and Sustainability Commission, by a decision of the Board of Directors of CaixaBank. The appointment will be for an indefinite period, and they may be dismissed on a reasoned decision by the same organ, on the following grounds:
 - a. No longer fulfilling the requirements for eligibility;
 - b. Suspension or termination of their employment relationship with CaixaBank;
 - c. Being under criminal investigation for anything related to offences or crimes against property, money laundering, against socio-economic order or tax or social security offences;
 - d. Clearly negligent performance of their functions or any other serious grounds.
2. Appointment and dismissal of the person responsible for the Service are to be communicated by CaixaBank to the Claims Services of supervisory authorities, the Bank of Spain, the Spanish Securities Commission and the General Directorate of Insurance and Pension Funds and all other pertinent supervisory authorities.
3. In the event that the position falls vacant for any reason, the person to fill it is to be appointed in accordance with current legal and/or statutory regulations.

CHAPTER III. PROCEDURE FOR PROCESSING CLAIMS

Article 10. Scope of the procedure

The procedure provided for in this chapter will be applicable to processing claims brought to the attention of the Client Care Service.

Article 11. Deadline for resolving claims

The Service will issue a decision within the following deadlines:

- a. two months, if the client does not have the status of a consumer.
- b. one month, if the client has the status of a consumer.
- c. fifteen working days, if the claim is related to payment services, regardless of whether the client has the status of a consumer or not. On an exceptional basis, this deadline may be extended up to a maximum of one month where, for causes beyond the control of the Service, it is impossible to respond within the deadline of fifteen working days, providing the Service informs the client of the reasons for the delay and specifies the time within which the client will receive a final response.

The deadlines for resolving claims will start to be counted from lodging of the claim through any of the bodies or channels established for this purpose.

Should the claimant disagree with the resolution of the Client Care Service, or if no resolution is issued within the above deadlines, the claimant may approach the Claims Service of the pertinent supervisory authorities.

In accordance with the stipulations of art. 18 e) of law 7/2017 (on alternative dispute resolution for consumer disputes), the client consumer will have one year following the lodging of the claim with the entity or its Client Care Service in which to submit their claim to the Claims Service of the supervisory authority or authorities.

Article 12. Lodging claims

1. Any client will be entitled to lodge claims with the Client Care Service concerning the matters and subject to the rules stipulated in these Regulations.

Lodging and processing claims will be free of charge, and CaixaBank may not demand any payment whatsoever in this respect.

For claims lodged by the participants in or beneficiaries of individual pension plans promoted by VidaCaixa S.A.U. de Seguros y Reaseguros, the stipulations of article 22 will apply.

2. Claims may be lodged in person or through representatives with the Client Care Service at any CaixaBank branch open to the public, as well as at the email address provided for this purpose.
3. Once the entity has received the claim, it will be sent to the Service. The deadline for resolving claims will start to be counted from lodging of the claim through any of the bodies or channels established for this purpose. In any case, receipt must be acknowledged in writing, stating the date of submission for the purposes of establishing the said deadline.
4. The claim may be lodged once by the interested party, and its reiteration before different organs of the entity may not be demanded.
5. Once the claim has been received by the Service, the file will be opened.

Article 13. Form and content of complaints and claims

1. The claim must be lodged in writing, on paper or digital, electronic or telematic media, providing these allow the documents to be read, printed and kept, and include the pertinent electronic signature in compliance with the requirements stipulated by law.

2. The procedure will begin with the submission of a document which must specify the following:
 - a. The full name and address of the interested party and, where applicable, their duly accredited representative; the number of their national identity document in the case of natural persons, or public registry details for legal entities.
 - b. The grounds for the claim, clearly stating the issues on which a resolution is requested and, where applicable, the amount claimed.
 - c. The branch or branches, department or service where the facts that form the object of the claim arose.
 - d. The claimant must have no knowledge of the issue that forms the object of the claim being considered through administrative, arbitration or court proceedings.
 - e. Place, date and signature.
3. The claimant must provide, together with the above document, the documentary proof in their possession of the grounds of their claim.

Article 14. Remedy

If the claimant's identity is not found to be sufficiently proven, or the facts forming the object of the claim cannot be established clearly, the signatory will be required to complete the documentation sent within ten calendar days, on the understanding that should they fail to do so the claim will be dropped with no further action. However, failure to remedy errors within the deadline established may never be taken as a waiver by the claimant of their right to lodge the claim again.

The time taken by the claimant to remedy the errors mentioned in the previous paragraph will not be included in the determination of the deadline for resolving the claim.

Article 15. Non-acceptance

1. Acceptance of claims for processing may only be refused in the following cases:
 - a. When essential information for processing is irremediably omitted, including cases where the reason for the claim is not specified.
 - b. When the appeals or actions to be processed as claims fall within the competence of administrative, arbitration or court instances, or is pending resolution or litigation, or the matter has already been resolved by these instances.
 - c. When the facts, reasons and application in which the issues forming the object of the claim do not relate to specific operations and do not fall within the scope established in article 2 of these Regulations, in particular:
 - i. Those referring solely to employment relations between CaixaBank and its employees.
 - ii. Those referring to matters in which CaixaBank is competent on a discretionary basis, except those involving a delay or negligence by the bank in informing the interested parties of its decisions.
 - iii. Those clearly and deliberately intended to impede, obstruct or delay the exercise of any right of CaixaBank with respect to the client.

- d. When claims are made that repeat other, previous ones already resolved, lodged by the same client in relation to the same facts.
- e. When the deadline for lodging claims established in article 4 of these Regulations has passed.
- f. If the content of the claim is vexatious..

If they become aware of the simultaneous processing of a claim and administrative, arbitration or court proceedings concerning the same matter, they must refrain from processing the first.

- 2. When it is understood that the claim cannot be accepted for processing, the interested party will be informed of this in a reasoned decision, giving them a term of ten days in which to appeal. In the event that the interested party has replied and the grounds for non-acceptance are upheld, they will be informed of the final decision taken.

Article 16. Processing

In the course of its processing the cases, the Service may solicit, both from the claimant and from the different departments and services of the entity in question, whatever data, clarifications, reports or evidence it considers pertinent to take its decision.

Article 17. Settlement and withdrawal

- 1. If in view of the claim the entity decides to uphold the claimant's demand, it must inform the Service of its decision and, where applicable, provide documentary justification for the rectification.
- 2. Interested parties may withdraw their claims at any time. Withdrawal will lead to immediate termination of proceedings with regard to the interested party.

Article 18. Completion and notification

- 1. The procedure must be completed with a resolution issued by the applicable deadline in accordance with the stipulations of article 11, counted from the date the claim was lodged with the Client Care Service at any CaixaBank branch open to the public, or through the email address provided for this purpose.
- 2. This resolution must always be reasoned and contain clear conclusions regarding the contents of each claim, based on contractual clauses, applicable transparency and client protection rules and financial good practice and convention.

Should the resolution contradict criteria stated in previous, similar procedures, the reasons justifying this must be given.

- 3. The resolution must make specific mention of the claimant's right to approach the Claims Service of the pertinent supervisory authorities in the event that they disagree with the results of the decision.
- 4. The interested parties must be notified of the resolution within ten calendar days of its date, on paper or digital, electronic or telematic media, providing these allow the documents to be read, printed and kept, and include the pertinent electronic signature in compliance with the requirements stipulated by law, as the claimant may have explicitly required or, in the absence of such a requirement, by the same means as the claim was lodged.

Article 19. Reservation. Custody of files

1. Claimants are entitled to be informed of the state of the proceedings of which they are part, to have any original documents they supplied returned and to get copies or duplicates of these and of the communications addressed to them by the Client Care Service.
2. Information concerning the proceedings and their contents will not be divulged or supplied to third parties without the consent of the interested parties, except when required by judicial or administrative authorities. Nevertheless, statistical data and the criteria contained in decisions may be made public, maintaining due reservations with regard to the parties concerned.

CHAPTER IV. OTHER MATTERS

Article 20. Annual report

1. Within the first quarter of every year, the Client Care Service will submit a report on its performance of its functions in the previous year to the Board of Directors of CaixaBank and of the other organisations adhered to these Regulations. This report must contain at least the following:
 - a. A statistical review of the claims dealt with, with information about their number, acceptance for processing and reasons for non-acceptance, reasons and issues raised in the claims and the sums and amounts concerned.
 - b. Summary of decisions issued, stating whether they were favourable or unfavourable to the claimants.
 - c. General criteria contained in the decisions.
 - d. Recommendations or suggestions arising from its experience, with a view to better achievement of the purposes informing its action.
2. At least a summary of the report is to be attached to the CaixaBank annual report and those of each of the entities adhered to these Regulations.

Article 21. Supervisory bodies' relations with Claims Services

Any requirements addressed by the supervisory bodies' Claims Services in the exercise of their functions to any of the entities subject to these Regulations will be dealt with by the Client Care Service or by someone appointed by the person responsible for it, within the time specified by the former, in accordance with their regulations.

Article 22. Participant and Associate

Claims lodged by the participants in or beneficiaries of individual system pension plans promoted by VidaCaixa S.A.U. de seguros y reaseguros must be submitted to the Client Care Service, or alternatively to the Participant Ombudsman.

Rules for the functioning of the Participant Ombudsman can be found at www.vidacaixa.es/reclamaciones.

ANNEX TO REGULATIONS FOR THE DEFENCE OF CLIENTS OF CAIXABANK, S.A.

In accordance with the stipulations of article 3, the following members of the CaixaBank group have adhered to these Regulations:

- CAIXABANK, S.A.
- NUEVO MICRO BANK, S.A.
- CAIXABANK PAYMENTS & CONSUMER, E.F.C, E.P, 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.
- VIDACAIXA MEDIACION OPERADOR DE SEGUROS VINCULADO, S.A.