

## **CUSTOMER SERVICE RULES**

### **ARTICLE 1.- Aim of the Rules**

The aim of these Rules is to regulate the requirements and procedures that must be fulfilled by the Unión de Créditos Inmobiliarios, S.A., EFC Customer Service (CS) department. This Service must work independently of the financial institution's other departments and operational units with full autonomy as concerns the criteria and guidelines to be applied when performing their duties.

### **ARTICLE 2.- Customer Information Obligations.**

1.- The financial institution UNION DE CREDITOS INMOBILIARIOS, S.A., E.F.C. is required to resolve the complaints and claims submitted to it by customers, who shall be considered consumers, within one month after submission through any of the financial institution's offices, its Customer Service department or the Customer Ombudsman, as applicable.

If the claimant is not considered a consumer, the deadline for resolution of a claim shall be two months after submission.

All users of the financial institution's financial services shall be considered customers.

Anything referring to the functioning of financial services provided to users raised for lateness, a lack of attention or any other type of deficient action observed in the functioning thereof shall be considered a complaint whereas anything raised aimed at obtaining restitution of one's interests or rights, specific events referring to actions or omissions by the financial institution which harm the interests or rights of those who formulate them shall be considered claims.

Claims may be directly submitted to the Customer Service department or at any of the financial institution's offices (by regular mail, email or offices open to the public) subject to the requirements established in art. 10 of these Rules.

2.- The financial institution must have information on the existence of the Customer Service department and the Customer Ombudsman, if there is one, with the postal address and email address of both available to customers at each and every one of its offices open to the public as well as on its website if contracts are formalized electronically.

3.- The financial institution shall have a copy of these Rules as well as information on the transparency and customer protection standards available to customers who request such documentation.

4.- If a customer does not believe a claim processed through the Customer Service department or the designated Customer Ombudsman has been properly serviced, they may contact the Bank of Spain Market Conduct and Claims Department.

Likewise, and if a customer is considered a consumer, they may contact the Bank of Spain Market Conduct and

Claims Department one month after submission of the claim if it has not yet been resolved. If the customer is not considered a consumer, they may contact the Bank of Spain Market Conduct and Claims Department two months after submission of the claim if it has not yet been resolved.

5.- The actions of the Customer Service department shall be governed by Order ECO/734/2004, of 11 March 2004, on financial institution Customer Service Departments and Customer Ombudsmen, the applicable regulations on transparency and customer protection and by Spanish Law 7/2017, of 2 November, which incorporates Directive 2013/11/EU of the European Parliament and of the Council, of 21 May 2013, on alternative dispute resolution for consumer disputes.

6.- Customer Service shall be free of cost.

**ARTICLE 3.- Customer Service Manager. Designation and Appointment, Causes of Incompatibility, Ineligibility and Dismissal.**

1.- The Customer Service Manager shall be an honourable sales and marketing professional with adequate knowledge and experience to perform their duties.

2.- The Customer Service Manager shall be designated by the financial institution's board of directors.

3.- The name of the Manager must be communicated to the Bank of Spain as the supervisory authority of financial and credit institutions.

4.- Designation as Customer Service Manager shall be incompatible with the performance of tasks within the company related to commercial or any other aspects that may be related to customers which may call the independence of their criteria into question.

5.- The following may not perform the office of Customer Service Manager:

- a) Any non-rehabilitated insolvent debtor.
- b) Those who are criminally or administratively incapacitated or suspended from holding public office or administration or management offices at financial institutions.
- c) Anyone with a criminal record.
- d) Those who are responsible for operational or commercial duties at the financial institution.

6.- The Customer Service Manager shall cease their duties for any of the following circumstances:

- a) Sudden incapacity.
- b) A criminal sentence in a final ruling.
- c) Express resignation.
- d) Termination of the employment relationship with the financial institution.
- e) A resolution by the Board of Directors or equivalent body through a decision based on a manifestly negligent or improper action in the performance of the obligations and responsibilities of the office and, in any case, a serious cause or justified reason.

7.- Upon vacancy of the office, the financial institution's Board of Directors or equivalent

body must designate a person to substitute them within a maximum of 30 calendar days.

**ARTICLE 4.- Customer Ombudsman: Designation and Appointment, Term and Possibility of Renewal**

The Customer Ombudsman shall be a person of recognized prestige in legal, economic or financial affairs who is not affiliated with the organization of the financial institution it serves as well as an honourable sales and marketing professional with adequate knowledge and experience to perform their duties.

The Customer Ombudsman shall be designated by the financial institution's Board of Directors or equivalent body. The name of the Customer Ombudsman must be communicated to the Bank of Spain as the supervisory authority.

The Customer Ombudsman shall be designated for a period of five years, automatically renewable for annual periods if the financial institution does not communicate its intention to designate another person at least three months before the end of a term.

Without prejudice to the foregoing, the financial institution may at any time dismiss the Customer Ombudsman for a grounded reason due to a serious cause or justified motive in which case it shall name a substitute within a maximum of 30 days as established by article 5, section 4 of these Rules.

**ARTICLE 5.- The Customer Ombudsman: Causes of Incompatibility, Ineligibility and Dismissal.**

1.- Designation as the Customer Ombudsman shall be incompatible with any professional relationship with the financial institution which may call their independence of criteria into question.

2.- Upon vacancy of the office, the financial institution's Board of Directors or equivalent body must designate a person to substitute them within a maximum of 30 calendar days.

3.- The following may not perform the office of Customer Ombudsman:

- a) Any non-rehabilitated insolvent debtor.
- b) Those who are criminally or administratively incapacitated or suspended from holding public office or administration or management offices at financial institutions.
- c) Anyone with a criminal record.

4.- The Customer Ombudsman shall cease their duties for any of the following circumstances:

- a) Sudden incapacity.
- b) A criminal sentence in a final ruling.
- c) Express resignation.
- d) A resolution by the financial institution's Board of Directors or equivalent body through a decision based on a manifestly negligent or improper action in the performance of the obligations and responsibilities of the office and, in any case, a serious cause or justified reason.

**ARTICLE 6.- Competency Matters.**

Customers may submit their complaint or claim to the financial institution Customer Ombudsman to whom the claim may be sent directly (without first submitting it to Customer Service) or voluntarily submit it to the Ombudsman once the complaint or claim has been resolved by the Customer Service department.

Decisions made by Customer Service or the Customer Ombudsman which are favourable to the claimant shall be binding for the financial institution. This binding obligation is without prejudice to the full powers of the courts and any recourse, as applicable, to other dispute resolution mechanisms.

**ARTICLE 7.- Department Obligations.**

All of the financial institution's departments and services must collaborate with Customer Service whenever requested to foster the best performance of their duties and, in particular, provide all the information requested on matters under its competencies related to issues submitted for its consideration.

**ARTICLE 8.- Deadline for Submitting a Claim.**

Customers may submit claims to the financial institution (Customer Service), post, email and offices open to the public) or the Customer Ombudsman at any time up to a maximum of two years after the customer gains knowledge of the events giving rise to the complaint/claim.

Nonetheless, consumers are hereby informed that they may not submit a claim to the supervisory financial Claims Services more than one year after submitting it to the financial institution, Customer Service or Customer Ombudsman.

**ARTICLE 9.- Means of Submission of Complaints/Claims.**

Customers may submit their complaints or claims personally or through a legal representative on paper or via computer, digitally or electronically as long as documents may be read, printed and saved. The use of computer, digital or electronic means must comply with the requirements of Spanish Law 59/2003, of 19 December, on electronic signatures.

**ARTICLE 10.- Claim Procedure.**

1.- The claim procedure shall begin at the request of the interested party in writing. All claims must include the following information:

- a) Full name, national identity document or tax identification number and all public registration data for companies as well as the details for their representative, as applicable.
- b) The reason for the complaint or claim.
- c) The office, department or service which gave rise to the complaint or claim.
- d) A statement that the complaint or claim is not being processed by a court, administrative agency or arbitration.

- e) The place, date and signature.
- f) Documental proof to facilitate the processing of the complaint or claim.

2.- A claim may be submitted to the Customer Service or Department, the Customer Ombudsman, any office open to the public or by post as well as by email at the address set up for this purpose by the financial institution (Customer Service) or by the Customer Ombudsman.

**ARTICLE 11.- Acceptance for Processing.**

Claims received by offices must be submitted to Customer Service which, when applicable according to the provisions of the rules, shall submit them to the Customer Ombudsman.

The claimant must be informed of the competent party who will process their complaint or claim.

All of the foregoing is without prejudice to the deadline established by regulation for the resolution of the complaint or claim as of the submission thereof through any of the competent parties indicated in article 10.2. In any case, written proof of receipt must be granted and the date of submission must be recorded for the purposes of calculating said deadline.

The complaint/claim shall be submitted only once by the interested party. If the customer indicates it is being submitted simultaneously to different processors, they will be required to choose one.

If the Customer Service or Customer Ombudsman, as appropriate, believes new documentation must be requested from the claimant, the signing party will be asked to complete the documentation sent within ten calendar days subject to the rejection of the complaint or claim without further processing if such request is not fulfilled. The period used for error correction will not be included in the calculation of the deadline established for the processing of the complaint or claim.

Notwithstanding the foregoing, if the case is closed due to a failure by the claimant to provide adequate proof of identity or clearly establish the facts, a new case will be opened for the same matters if such information is provided at a later time.

**ARTICLE 12.- Rejecting Claims.**

1.- Art. 12 of Order ECO/734/2004, of 11 March, on financial institution Customer Service Departments and Customer Ombudsmen sets forth that the acceptance of complaints and claims for processing may only be rejected in the following cases:

- a) When essential details are omitted and may not be corrected, including a failure to specify the reason for the complaint or claim.
- b) When there is an attempt to have appeals or other actions which should be heard by administrative agencies, arbitrators or the courts processed as a complaint or claim or the matter is pending resolution or litigation or has been resolved through such

- proceedings.
- c) When the facts, grounds and petition specifying the matters subject of the complaint or claim do not refer to specific operations or do not comply with Order ECO/734/2004, of 11 March, on financial institution Customer Service Departments and Customer Ombudsmen.
  - d) When complaints or claims are formulated which reiterate others that have been previously resolved after being submitted by the same customer in relation to the same events.
  - e) When the period for submitting complaints and claims established by the rules in effect has passed.

In application and implementation of the causes listed in article 12 of Order ECO/734/2004, of 11 March, on financial institution Customer Service Departments and Customer Ombudsmen, the following are the causes for the inadmissibility of complaints and claims:

- I) A failure to identify the claimant(s).
- II) A failure to prove powers to represent the claimant. III) A failure to sign the claim.
- IV) The lack of legal basis and interest in the claim when the claimant was not a party to a contractual or pre-contractual relationship with the financial institution.
- V) Claims related to transactions over which a procedure has already been initiated and a final decision is pending from the Courts, administrative agencies or, as applicable, arbitration.
- VI) A failure to specify the object of the claim.
- VII) General claims unrelated to a specific operation signed or processed with the financial institution.
- VIII) When the claim is being processed by the Customer Ombudsman or the Bank of Spain Market Conduct and Claims Department.
- IX) When more than two years have passed since the customer gained knowledge of the events object of the claim.

2.- When there is knowledge of the simultaneous processing of a complaint or claim through administrative, arbitration or court proceedings on the same matter, Customer Service and the Customer Ombudsman must abstain from processing it.

3.- When the complaint or claim is understood as inadmissible for processing due to any of the foregoing causes, the interested party will be informed through a reasoned decision.

The claimant shall have a period of ten calendar days to submit pleas. If the causes of non-acceptance are maintained after they are received, the final decision adopted will be communicated to the claimant.

#### **ARTICLE 13.- Complaint and Claim Processing.**

Customer Service may collect any data, clarifications, reports or other items of proof deemed pertinent in order to make a decision while processing a case from the claimant as well as from the financial institution's other departments and services. All of this shall be done diligently by the departments in order to reach a decision before the established deadlines.

If a particular matter falls under the competency of the Customer Ombudsman, the financial institution shall have a period of 20 calendar days to submit its pleas.

#### **ARTICLE 14.- Acceptance of a Decision and Withdrawal**

1.- If the financial institution rectifies a situation with the claimant to their satisfaction in view of a complaint or claim, this must be communicated to the competent authority at that time, either to the Customer Service or the Customer Ombudsman with documented justification. The complaint or claim will then be closed without further processing.

2.- Interested parties may withdraw their complaints and claims at any time. Any such withdrawal will immediately end the procedure concerning the interested party's complaint or claim.

3.- If the interested party withdraws while the claim is being processed by the Customer Ombudsman, the procedure will end immediately as indicated above; however, the Ombudsman may agree to continue processing it as part of its duties to foster compliance with transparency and customer protection regulations and best financial practices and customs.

#### **ARTICLE 15.- Completion and Notifications.**

1.- The financial institution's Customer Service and Customer Ombudsman will have a maximum of one month - for claims from consumers - or two months - for claims from non-consumer claimants- to respond to a claim submitted by a customer through any of the procedures indicated in article 8.

2.- Decisions by Customer Service must always be reasoned and include clear conclusions on the matter raised in each complaint or claim, based on contractual clauses, transparency and customer protection regulations as well as best financial practices and customs.

If a decision differs from criteria manifested in similar cases, the reasons justifying such action must be provided.

3.- The decision shall be communicated to the interested parties within ten calendar days as of the date of the decision through the means designated expressly by the claimant. In lack of an express indication by the claimant, the response shall be through the same means used to submit the complaint or claim.

4.- Decisions ending complaint and claim processing procedures will expressly mention the claimant's right to seek assistance from the Bank of Spain Market Conduct and Claims Department when in disagreement with the result of the ruling or after proving the period allowed for the processing of the complaint or claim has passed. The claimant may use financial supervisory Claims Services if no response is received from Customer Service or the Customer Ombudsman considering the periods established below:

- After two (2) months if not considered consumers.

- After one (1) month if considered a consumer.

Likewise, consumers will be notified that they may not submit the complaint/claim to the financial supervisory Claims Services after more than one year from filing the claim with the financial institution.

**ARTICLE 16.- Annual Report.**

1.- Customer Service will submit a report explaining how it has performed its duties over the preceding year within the first quarter of each year to the Board of Directors with the following content:

- a) A statistical summary of all complaints and claims filed with information on the number, acceptance for processing and non-acceptance, motives and issues raised in the complaints and claims and sums and amounts affected.
- b) A summary of the decisions rendered with an indication of the positive or negative nature for the claimant.
- c) The general criteria contained in the decisions.
- d) Finally, recommendations or suggestions deriving from the experience shall be included in a view to better achieving the aims of this Service.

2.- A summary of the report shall be included in the financial institution's annual report.

**ARTICLE 17.- Approval by the Board of Directors.**

These Rules were approved by the Board of Directors.

**ARTICLE 18.- Verification by the Bank of Spain.**

These Rules must be verified by the Bank of Spain for definitive approval as must also be done for any later change made