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Caja Navarra Group

Regulations for the protection of customers.

# Caja Navarra Group

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## **Preamble**

In order to protect the customers of financial entities, Law 44/2002, of the 22<sup>nd</sup> of November, on Financial System Reform Measures, and Law 35/2003, of the 4<sup>th</sup> of November, on Mutual Investment Funds, establish the obligation for manager companies, credit entities, insurance entities and investment service companies to create a Customer Service and the post of the Customers' Ombudsman.

Royal Decree 303/2004, of the 20<sup>th</sup> of February, passing the Regulations governing Commissioners for the protection of financial service customers, sets out that the mechanisms necessary in order to ensure communication by telematics with the customer service departments of credit entities, insurance entities and investment service companies, and, in the event, the Customers' Ombudsman, should be established.

By virtue of Order ECO/734/2004, of the 11<sup>th</sup> of March, on the Customer Services and Customers' Ombudsmen of financial entities, the obligation of each entity or group to pass Regulations for the Protection of Customers which regulate the work of the Customer Service and, in the event, the Customers' Ombudsman, and relations between the two, is established.

Consequently, the intention of these Regulations for the Protection of Customers is to improve relations between Caja Navarra and its customers, aiming to maintain their trust, providing them with a suitable level of protection, which solves complaints and claims in the most satisfactory manner possible.

## **Heading I.**

### **General provisions-**

#### **Article 1. Object and scope of application.**

The present Regulations for the Protection of Customers regulate the work and operation of the Customer Service of the Caja Navarra Group, which comprises Caja de Ahorros y Monte de Piedad de Navarra, Gesnavarra, Intercaja Navarra and Seguros Navarra, without prejudice to the organs constituted by the Investors' Ombudsman when it so proceeds in any of these companies.

#### **Article 2. Approval.**

The present Regulations for the Protection of Customers were approved by the Executive Committee of the Board of Directors of Caja de Ahorros y Monte de Piedad de Navarra, hereafter Caja Navarra, on the 25<sup>th</sup> of June 2004.

#### **Article 3. Modification.**

Modifications to the present Regulations must be subjected to approval as referred to in Article 2.

## **Heading II. Customer Service.**

### **Chapter I.**

#### **Requirements and obligations.**

#### **Article 4. Appointment.**

The Customer Service will be appointed in compliance with the legal and statutory regulations in force in the Caja Navarra Group. The Commissioners for the Protection of Financial Service Customers and the supervising authority or authorities for the Autonomous Community of Navarra will be notified of said appointment.

### **Article 5. Suitability.**

The Customer Service must possess suitable commercial and professional honour and suitable knowledge and experience in order to exercise the functions of the service.

### **Article 6. Length of mandate.**

The Customer Service will hold the office for a period of four years, without prejudice to the regulations provided for termination, as set out in article 8 of the present Regulations.

### **Article 7. Motives for Incompatibility and Ineligibility.**

The office of Customer Service may not be held by: a) Non-discharged bankrupts and debtors.

b) Those disqualified or suspended from holding public office or company directorship or management posts under criminal or administrative law.

c) Those with criminal records for offences of fraud, tax offences, criminal bankruptcy, infidelity in the custody of documents, breach of secrecy, money laundering, misappropriation of public funds, breach of confidentiality or offences against property.

d) Those in charge of operational or commercial functions in the entity.

### **Article 8. Termination.**

The person/entity in charge of the Customer Service will cease in his/her/its functions as a result not only of death, but also of unforeseeable incapacity, resignation, termination of employment relationship with the entity, retirement or early retirement, of incurring in one of the situations described in article 7 or by resolution of the Competent body of Caja Navarra in accordance with the legal and statutory regulations in force.

When the office is left vacant for whatever motive, then the person/entity to take possession of the office will be appointed in accordance with the legal and statutory regulations in force.

### **Article 9. Functions.**

1. - To attend to and solve those complaints or claims presented, be it directly or by representation, by private individuals or legal entities, be they

Spanish or foreign, that are users of Caja Navarra when said complaints or claims refer to legally recognised interests and rights related to financial operations, contracts or services provided by Caja Navarra, should they arise from contracts in themselves, from regulations governing transparency and the protection of customers or from good financial customs and practices, particularly the principle of fairness.

2. - To make recommendations and suggestions to the management of Caja Navarra regarding points which, in the opinion of the service, may strengthen the good relations and mutual trust which should exist between the Bank and its customers.

### **Article 10. Exclusions**

In all events, it is understood that the following types of complaint or claim be excluded:

- 1) Those referring to Caja Navarra's labour relations with its employees.
  
- 2) Those referring to matters which are at the discretion of Caja Navarra, such as arranging certain operations, contracts and services or not, and its agreements, terms and times for the provision of services.
  
- 3) Those referring to subjects which are pending resolution or have been resolved by court or arbitration action, or subjected to any public body in accordance with the provisions of Article 16.4.
  
- 4) Those which aim to prevent Caja Navarra from the exercise of any of its rights with regard customers.
  
- 5) Those formulated by customers or users of the services once a period of two years has passed, calculated from the date on which the customer became aware of the facts motivating the complaint or claim.

### **Article 11. Obligation to cooperate.**

Caja Navarra shall adopt those measures required to improve the performance of the functions of the Customer Service. More particularly, it shall ensure that all the entity's departments and services meet their obligation to provide the Customer Service with all the information which it may request regarding the exercise of its functions.

Cooperation requests shall be made by e-mail or any other means which guarantees the principles of speed, security, effectiveness and coordination.

### **Article 12. Obligation to provide information.**

Caja Navarra must provide customers with information regarding the existence and functions of the Customer Service by suitable means, indicating its postal and electronic addresses, and regarding the contents of the present Regulations and their rights when it comes to presenting claims and the procedure for their formulation. To this end, the following information must be made available to customers at all offices open to the public and on Caja Navarra's website:

- 1) The existence of the Customer Service, specifying its postal and electronic addresses, and clearly indicating its obligation to attend to and solve complaints and claims presented by customers within a period of two months as of their presentation to the Customer Service.
- 2) The existence of the Commissioners for the Protection of Financial Service Customers, specifying their postal and electronic addresses, and the requirement of exhausting the previous resource of claim before the Customer Service and/or Customers' Ombudsman, if such a post exists, before being able to formulate complaints before said Commissioners.
- 3) The present Regulations.
- 4) References to the regulations governing transparency and the protection of financial service customers.

## **Chapter II.**

### **Procedural aspects.**

#### **Article 13. Presentation of complaints or claims**

All customers have the right to present complaints or claims before the Customer Service regarding the matters and subject to the rules established in these Regulations.

The presentation and processing of complaints/claims will be free of charge, Caja Navarra not being able to demand payment of any kind from the customer for such action.

Complaints or claims must be made in person or by representation, duly accredited, on paper or by computer, electronic or telematic means, provided that these permit the reading, printing and conservation of the documents and comply with the requirements established in Law 59/2003, of the 19<sup>th</sup> of December, on electronic signatures.

They may be presented at the Customer Service, at any Caja Navarra office open to the public or to the e-mail address created for this purpose.

#### **Article 14. Period for presentation.**

The period for the presentation of complaints or claims will be two years, calculated from the date on which the customer became aware of the facts motivating the complaint or claim. In the event of the facts motivating the

complaint or claim preceding said period, then the customer must prove that he/she did not have any opportunity to know of their existence prior to said period.

Complaints or claims presented beyond the period described in the paragraph above will not be accepted by the Customer Service.

**Article 15. Period for the resolution of cases.**

The Customer Service will have a period of two months, calculated as of the presentation of the complaint or claim, to pronounce a decision regarding the same.

**Article 16. Contents of the presentation document.**

The procedure shall commence by written presentation of the complaint or claim by any of the means referred to in article 13, indicating:

- 1) Name, surname/s and address of the interested party and, in the event, of the person representing this party, duly accredited; national identity document number for private individuals and information referring to public records for legal entities.
- 2) Reason for the complaint or claim, clearly specifying the matters regarding which pronouncement is requested, providing those documents and means of evidence considered relevant.
- 3) Office or offices, department or service with/at which the events motivating the complaint or claim took place.
- 4) Express Statement from the complainant/claimant that the matter comprising the complaint or claim is not subject to administrative, arbitration or legal proceedings.
- 5) Place, date and signature.

**Article 17. Leave to be heard.**

Once the complaint or claim has been received by Caja Navarra, then it shall be sent immediately to the Customer Service if not solved in favour of the customer by the office or service involved in the complaint or claim.

In all events, the complainant/claimant must be informed of the organ competent to hear his/her complaint or claim, acknowledging receipt of the same in writing, recording the date of presentation in order to calculate the period for resolution.

Once the complaint or claim has been received, then the case shall be opened.

**Article 18. Request for complementary information.**

If it is considered that the complaint/claim is not sufficiently accredited regarding the identity of the complainant/claimant or it is not possible to establish the events motivating the complaint/claim clearly, then the person signing the complaint/claim shall be required to complete the documentation presented within a period of ten calendar days, informing him/her that should he/she fail to do so, then the complaint or claim will be closed without further proceedings.

The period used by the complainant/claimant to correct the errors referred to in the previous paragraph will not be included in the two-month period established in article 15 of the present Regulations.

**Article 19. Non-admission.**

Complaints or claims may only be denied leave to be heard in the following cases:

1) When information essential to processing which cannot be remedied is omitted, including cases in which the reason for the complaint or claim is not specified.

2) When the intention is to present appeals or legal action, the consideration of which is the competence of administrative, arbitration or judicial organs, in the form of complaints or claims, their pending resolution or litigation or their already having been resolved at said levels.

3) When the events, reasons and request specific to the matters motivating the complaint or claim do not refer to specific operations or do not meet the requirements set out in section 2 of article 2 of Order EC0/734/2004, of the 11<sup>th</sup> of March.

4) When the complaint or claim repeats other previously resolved complaints or claims presented by the same customer regarding the same events.

5) When the two-year period established in article 14 of the present Regulations has passed.

6) Those denied leave to be heard according to article 10 of the present Regulations.

The interested party shall be informed of non-admission by justified decision, his/her being given a period of ten calendar days to present his/her pleadings, and, once these have been received, then he/she shall be informed of the final decision adopted should the causes for non-admission be upheld.

**Article 20. Processing.**

While the case is being processed, the Customer Service may collect all the information, clarifications, reports or means of evidence which it considers relevant in order to reach its decision from the complainant/claimant and the different departments and services of the entity involved, both parties being obliged to answer within a maximum period of ten days, calculated from receipt of the request.

#### **Article 21. Agreement or acceptance.**

Before it pronounces its decision, the Customer Service may act in the manner it sees fit in order that an amicable agreement be reached between the parties, it being permitted to forward or present proposals to this effect.

If an agreement is reached, then it shall be binding on both parties and the case shall be concluded, the complaint or claim being closed. The same shall occur should Caja Navarra accept the customer's petition at any point.

#### **Article 22. Withdrawal.**

The interested parties may withdraw their complaints or claims at any point, leading to the immediate termination of the procedure.

#### **Article 23. Notification.**

The decisions pronounced must always be justified and will contain clear conclusions regarding the request made in each complaint or claim based on contract clauses, applicable rules of transparency and customer protection, and good financial customs and practices, particularly the principle of fairness.

Such decisions shall expressly mention the complainant/claimant's resource to appeal to the Commissioners for the Protection of Financial Service Customers should they not agree with the result of the pronouncement.

The pronouncements may include advice or proposals aimed at the parties, the intention of which is to achieve a fair solution for both and maintain mutual trust between them.

The interested parties shall be informed of the decision within a period of ten calendar days, calculated from the date on which it is reached, in writing or by computer, electronic or telematic means, provided that these permit the reading, printing and conservation of the documents and comply with the requirements established in Law 59/2003, of the 19<sup>th</sup> of December, on electronic signatures.

#### **Article 24. Acceptance of the Regulations.**

Presentation of a complaint/claim implies acceptance of the present regulations.

### **Heading III.**

#### **Other aspects.**

#### **Article 25. Relations with the Commissioners for the Protection of Financial Service Customers**

Caja Navarra will comply with those requirements which the Commissioners for the Protection of Financial Service Customers may make of it in the exercise of their functions, within the period which they may set, in compliance with the provisions of their Regulations.

#### **Article 26. Annual report.**

A report on the performance of the function over the previous year shall be presented to the Board of Directors or equivalent body of the entity in the first quarter of each year, in compliance with the provisions of Art. 17 of Order ECO/734/2004, of the 11<sup>th</sup> of March.

#### **Article 27. Verification of the present Regulations.**

The present Regulations for the Protection of Customers shall be subjected to verification by the competent body of the Autonomous Community of Navarra whose functions include the overseeing of Caja Navarra, in compliance with art. 8.4.a) Order ECO/734/2004 of the 11<sup>th</sup> of March.