

# Procedure for the Customer Care Service of the Agent Network of Western Union Payment Services Ireland Limited in Spain

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## 1. Introduction

### 1.1 Purpose

This procedure regulates the activities of the Customer Care Service of the Agent Network of Western Union Payment Services Ireland Ltd. ("WUPSIL") in Spain (hereinafter "Customer Care Service") and the process to address and resolve the complaints and claims presented by users of payment services of WUPSIL Agent Network in Spain to its Customer Care Service .

### 1.2 Scope

The procedure is applicable to WUPSIL Agent Network in Spain only.

### 1.3 Definitions

"Customer" means a user of the services provided by WUPSIL.

"User of payment services" means the natural or legal person who makes use of a payment service, whether as payer, beneficiary or both (as defined under art. 3 point 46 of the Spanish Royal Decree-Law 19/2018, of 23 November 2018, on payment services and urgent measures on financial matters).

"Consumer" means any natural person acting for purposes unrelated to his or her commercial, business, trade or profession activity, as well as any legal person and entity without legal personality acting non-profit in a non-commercial or non-commercial activity business, unless the regulations applicable to a specific economic sector limit the presentation of claims before the accredited entities referred to in this law exclusively to natural person (as defined under art. 2 (a) of the Spanish ADR Law 7/2017, of 2 November 2017). According to the Spanish Exposición de Motivos de la Orden ECO / 734 / 2004, of 11 March 2004, "complaints and claims" by Customers regarding their legally recognised interests and rights can be made to customer service departments and customer defendants of financial entities. According to art. 69 the Spanish Royal Decree-Law 19/2018, of 23 November 2018, on payment services and urgent measures on financial matters, the payment service providers shall have a Customer Care Service that will resolve the complaints and claims presented to them by their users of payment services (...).

A "complaint" is the expression of dissatisfaction with the operation of the service provided by WUPSIL Agent Network in Spain to its Customers, such as a delay, neglect or other type of action that is deficient in the operation of the service.

A "claim" is an opposition or contradiction in the operation of WUPSIL Agent Network service in Spain to its Customers which is unfair or a to which the Customer has not consented and for which the Customer seeks restitution or rectification. Specific incidents relate to actions or omissions on the part of WUPSIL Agent Network in Spain, which may be against the Customer's best interests or rights for breach of contract, breach of transparency regulations and breaches of good practice.

## 2. Customer Care Service of WUPSIL Agent Network in Spain and its Representative

### 2.1 Appointment of the Representative of the Customer Care Service

The Representative of the Customer Care Service (*"Titular del Servicio de Atención al Cliente"*) must be a person with commercial and professional integrity and with adequate knowledge and experience to perform his / her duties.

It is understood that the Representative of the Customer Care Service maintains a commercial and professional integrity and adheres to commercial and other laws relating to economic and business activities, as well as good commercial and financial practices. It is understood that the person has adequate knowledge and experience in relation to the provisions of this Procedure and as they relate to the financial activity of WUPSIL.

The appointment of the Representative of the Customer Care Service will be made by the Representative of the WUPSIL Agent Network in Spain.

The appointment of the Representative of the Customer Care Service will be communicated to the Bank of Spain and its Department of Conduct of Entities.

## 2.2 Duration of appointment of the Representative of the Customer Care Service

The appointment of the Representative of the Customer Care Service will last for five years, and it may be renewed successively for equal periods of time.

In case of resignation, the Representative of the Customer Care Service shall communicate such decision in writing to the Representative of the WUPSIL Agent Network in Spain, which will need to approve it. Resignation will be effective only upon approval from the Representative of the WUPSIL Agent Network in Spain of such resignation. The Representative of the Customer Care Service shall remain in charge until the appointment of a new Representative of the Customer Care Service is fully effective.

If a vacancy occurs in the position for any reason, the Representative of the WUPSIL Agent Network in Spain will appoint a new Representative of the Customer Care Service, within a period not exceeding three (3) months.

## 2.3 Incompatibility, ineligibility and grounds for revocation

In all cases, it will be understood that any person considered for the position of Representative of the Customer Care Service in Spain, or abroad, will not be in a position to perform this duty in the event that he / she has criminal records for intentional crimes, or if he / she has been prohibited from holding any public office, public administrations, management of any financial institution, or if he / she is disqualified in accordance with the Spanish insolvency law 22/2003, dated on 9 July 2003, as long as the disqualification period stated by the court in the bankruptcy or state of insolvency, has not ended and has not been restored in previous court processes prior to the enforcement of the mentioned law.

The Representative of the Customer Care Service will be revoked from that position for the following reasons:

- a) His / her term of office has come to an end, unless his / her reappointment has been agreed
- b) The employment relationship with WUPSIL, or any other company of Western Union has been terminated or otherwise ended
- c) Resignation, effective by having it presented to the Representative of the WUPSIL Agent Network in Spain, subject to the clause 2.2
- d) Reaching 70 years of age

- e) Death or permanent disability
- f) Prosecution and / or conviction in an intentional crime
- g) Separation order given by the Representative of the WUPSIL Agent Network in Spain based on proven serious and objective reason.

## 2.4 Independence

The Customer Care Service will remain separated and will act independently from any other commercial or operational service under WUPSIL Agent Network, in order to guarantee that its decisions concerning the scope of its activity are taken in an autonomous way, and also prevent any conflicts of interest.

## 2.5 Duty to Cooperate

WUPSIL Agent Network in Spain, including those agents under its license, are obliged to facilitate the Customer Care Service, with any information it requests in accordance to its duty. WUPSIL Agent Network will take the appropriate actions to guarantee that the processes used to transmit the required information to the Customer Care Service by the other services, respond to the principles of rapidity, security, efficiency and coordination.

## 2.6 Duty to Inform Consumers

WUPSIL Agent Network in Spain will make available to customers, in each of the offices open to the public and on its webpage, the following information, as specified in the Appendix 1 to this Procedure:

- a) The existence of the Customer Care Service , indicating its postal address and email. b) WUPSIL Agent Network in Spain has an obligation to attend and respond to any complaints and claims presented by its consumers, within 15 working days after receiving the complaint or claim; and in exceptional situations, if a reply cannot be offered within 15 working days for reasons beyond the control of WUPSIL Agent Network in Spain, a provisional response will be sent to the customer, clearly stating the reasons for the delay of answer to the complaint or claim and specifying the term in which the customer will receive the definitive answer. In any case, the deadline for the receipt of the definitive answer shall not exceed one month from receiving the complaint or claim by WUPSIL.
- c) The existence of the Department of Conduct of Entities of the Bank of Spain, disclosing its postal address for any complaints and claims: Bank of Spain, Department of Conduct of Entities, c / Alcalá 48, 28014 Madrid; the website for submitting a complaint or a claim electronically or on paper: <https://clientebancario.bde.es/pcb/es/menu-horizontal/podemosayudarte/consultasreclama/comorealizarrecl/> and the need to first address a complaint or claim to the Customer Care Service of WUPSIL Agent Network before presenting any complaint or claim to the Department of Conduct of Entities of the Bank of Spain.
- d) The present Procedure.
- e) Any references to the transparency rules and the customer protection rules applicable for financial institutions.
- f) Warning to consumers that after one year since the consumer presented that claim or complaint to the company or its Customer Care Service, the customer will no longer be able to submit the claim or complaint to the competent claim services.

## 2.7 Available resources for Customer Care Service

WUPSIL Agent Network will allocate the human, material, technical and operational resources to ensure that the Customer Care Service will comply with its duties. In particular, it will adopt any necessary actions to guarantee that the Customer Care Service employees have an adequate knowledge of and are duly trained on transparency rules and customer protection rules for financial institutions.

## 2.8 Free of charge

The Customer Care Service usage will be free of charge for the consumers.

# 3. Customer Care Service Functions

## 3.1 Jurisdiction

The Customer Care Service aim to deal with the consumers' complaints and claims filed, directly or by representation, by any natural person or legal entity, Spanish or foreigner, who meet the requirements of a WUPSIL Agent Network consumer, as long as those complaints and claims are related to his / her interests and legal rights acquired, relating to either contract, transparency rules, customer protection rules, or good financial practices, in particular with reference to the principles of equity.

## 3.2 Lack of Jurisdiction

The Customer Care Service will refrain from handling a complaint or claim when it becomes aware that a complaint or claim has been or was filed or adjudicated in a court, administrative process or consumer arbitration , concerning the same subject matter.

In addition, the Customer Care Service will not handle those complaints or claims, which have been submitted with a delay under this Procedure.

All matters related to WUPSIL's commercial policy are excluded from the Customer Care Service competencies, except for all claims and complaints originated by delays or negligence on decisions related to WUPSIL's commercial policy.

WUPSIL's commercial policy means the set of criteria and principles that guide WUPSIL in relation to offering its products and services. As a result, WUPSIL's commercial policy will not affect the decisions taken by WUPSIL under the protection of the present Procedure.

# 4. Processing of Complaints and Claims by the Customer Care Service

## 4.1 How to file a complaint or a claim

Complaints and claims may be submitted personally, or by representation, in paper format or digital media, by computer, electronic, telematic or other means, as long as these allow for the proper reading, printing and preservation of the documents.

## 4.2 Ways of filing a complaint or a claim

A written complaint or claim must include the following information:

a) Name, surname, address, of either the consumer claiming or his / her representative, power of representation if applicable, ID number for natural person and registry number for legal entities.

- b) Reason for the complaint or claim, specifying the matters that will require response.
- c) Offices, department or services where the issues described in the complaint or claim occurred.
- d) Confirmation that the claimant is not aware that the issue related to the complaint or claim is being handled by a court, administrative process or arbitration.
- e) Place, date and signature.

The claimant must also present, together with the aforementioned information, any other documents that support his / her complaint or claim.

### 4.3 Place to file a complaint or a claim

All complaints and claims must be submitted to the Customer Care Service using the media mentioned in Appendix 1 to this Procedure.

### 4.4 Timelines to file a complaint or a claim

All complaints must be filed within 2 years after the consumer becomes aware of the circumstances giving rise to the complaint or claim.

### 4.5 Complaints and claims procedure

Once WUPSIL Agent Network receives a complaint or claim, it will be sent to the Customer Care Service, which will acknowledge the complaint or claim and record the date it was received to ensure timeliness of responses are respected.

When the Customer Care Service receives the complaint or claim, a case will be created. The complaint or claim can only be filed once by the consumer, not being allowed to present the same complaint or claim before different WUPSIL Agent Network locations or departments.

### 4.6 Causes for inadmissibility of complaints or claims for processing

Complaints or claims cannot be processed by the Customer Care Service in accordance with the above procedure in the following cases:

- a) When there is essential information omitted and non-corrected, including cases where the reason of the complaint or claim is not included.
- b) When the reason for the complaint or claim relates to matters that must be handled by an administrative body, or a court, or an arbitration, or if the complaint or claim is pending to be resolved by any of these institutions, or if it has already been solved by these bodies / institutions.
- c) When the reasons, facts, or requests of the complaint or claim, are not related to operations or are out of scope of the Customer Care Service competencies, as stated in the present document.
- d) When the complaint or claim is about a case which has been previously submitted by the same client, handled and resolved in relation to the same facts.
- e) When the timelines to file a complaint or claim stated in this document have been exceeded.

When there is knowledge that the complaint or claim is being handled by a court, an arbitration body or an administration, about the same matter, the Customer Care Service will abstain from handling the complaint or claim.



When it is understood that the complaint or claim is not to be handled by the Customer Care Service, this decision will be properly shared with the claimant, with a stated reason, providing him or her 10 calendar days to present allegations. When the claimant has responded and the reasons for non-admission persist, the final decision will be communicated to the claimant.

In any case, the customer may present again a complaint or claim, if the alleged circumstances disappear, and a new case is opened, since the closure of the initial case does not prevent the consumer from exercising his or her right to complaint or claim in the future.

#### 4.7 Information request

Customer Care Service may reach out to any WUPSIL service or department, or its agents, to obtain any information or data necessary to perform the adequate investigations and adopt a resolution of the complaint or claim.

### 5. Resolution and its effects

#### 5.1 Deadline

Customer Care Service has fifteen (15) working days, to provide a resolution to the case, the timeframe commencing from when the complaint or claim is received in any of the instances mentioned in this document. The notification of the resolution will be sent to interested parties within a period of ten calendar days from its date.

Under exceptional circumstances, if a response cannot be provided within the term of fifteen (15) working days for reasons beyond the control of Customer Care Service, it will send a provisional response to the customer, clearly stating the reasons for the delay of answer to the claim, and specifying the term in which the customer will receive the definitive answer. In any case, the deadline for the receipt of the definitive answer shall not exceed one month from receiving the claim by WUPSIL Agent Network in Spain.

The resolution of the Customer Care Service will be binding for WUPSIL Agent Network in Spain, but not for the claimant who, in case of accepting it, will not have to renounce any right or any subsequent instance in defence of their interests.

If a resolution is not found within this timeframe, or if the resolution is not favourable to the claimant, the customer may reach out to the Department of Conduct of Entities of the Bank of Spain in accordance to article 30, of the Spanish Law 44/2002 dated on 22 November 2002, related to the amendment of financial institutions.

#### 5.2 Resolution

The resolution to consumer complaints or claims, which are not in favour of claimants will need to include in such response the information about the customer's right to appeal to the Bank of Spain., at the following address:

Bank of Spain

the Department of Conduct of Entities,

c / Alcalá 48,

28014 Madrid;

website for submitting complaint or claim electronically or on paper:

<https://clientebancario.bde.es/pcb/en/menu-horizontal/podemosayudarte/consultasreclama/comorealizarrecl/>

### 5.3 Acceptance

If WUPSIL Agent Network rectifies the situation with the customer, to meet his or her expectations as described in the complaint or claim, it must be properly communicated to the claimant as well as documented, unless the interested party withdraws the complaint or claim. In this case, the complaint or claim will be archived.

### 5.4 Withdrawal of complaints and claims

The interested claimants may withdraw their complaints or claims at any time. This withdrawal will immediately close the case.

### 5.5 Completion of the case by the Customer Care Service

The final decision in completing a complaint / claim investigation is carried out with reference to and will contain clear conclusions about the solution adopted in each complaint and claim, having foundation in the contractual clauses, transparency rules, consumer protection and good practices and financial customs.

In case the decision is not in line with the resolutions of previous similar cases, it will have to include detailed explanations to sustain such decision.

The resolution will be sent to the interested party within ten calendar days.

### 5.6 Effects

The decision adopted by the Customer Care Service will be binding for WUPSIL Agent Network in Spain, although the consumer is not obliged to accept it, being enabled to reach out to the Department of Conduct of Entities of the Bank of Spain. In any case, the Customer Care Service decision will not prevent the consumer from taking further actions.

## 6. Annual report

During the first quarter of each year, the Customer Care Service will present before Representative of the WUPSIL Agent Network in Spain, an explanatory report on the performance of its function during the previous financial year, which shall have the following minimum information:

- a) statistical summary of complaints and claims served, with information on their numbers, admission process, reasons of admission and grounds for inadmissibility, motives and issues raised in the complaints and claims, amounts and amounts affected,
- b) summary of decisions handed down, with an indication of the character of favourable or unfavourable to the claimant,
- c) general criteria contained in decisions,
- d) recommendations or suggestions arising from its experience, with a view to a better achievement of the objectives that inform its performance.

## 7. Relationship with the Bank of Spain

WUPSIL Agent Network will attend to the Bank of Spain requirements during the exercise of its duties through the Representative of the WUPSIL Agent Network in Spain, in the timeframes established by the Bank of Spain.

In special manner, WUPSIL Agent Network will attend to the Bank of Spain requirements under the protection of article 8.4 under the Spanish Order ECO/734/2004, dated on 11 March 2004 about customer service departments representatives, and customer defendants figure in financial institutions, regarding the verification and future modifications of the present Procedure, by the Bank of Spain.

## 8. Reviews, approvals and verifications of the Procedure

This Procedure will be reviewed whenever there is a change of relevant laws or regulations which have impact on the Procedure and/or at the request of the Bank of Spain.

This Procedure and any of the amendments (except for Appendix 1 attached hereto), must be approved by the Representative of the WUPSIL Agent Network in Spain.

This Procedure, as well as any amendments thereto, will also be approved by the Representative of the Customer Care Service in Spain.

Both the initial version of the Procedure and its amendments shall be submitted to the Bank of Spain for its verification.

The Procedure and its amendment will enter into force once they have been verified by the Bank of Spain.

## 9. Record keeping requirements

Documents and records created under this procedure will be retained in accordance with the Western Union Records Information Management Policy and Retention Schedule, which at a minimum will be for the period required by applicable law or regulation.

## Appendix 1 – Place to file a complaint or a claim

Any complaint or claim may be filed before the Customer Care Service of WUPSIL Agent Network in Spain, by any of the following channels:

**1. In person:**

At Western Union Payment Services Ireland Limited office, C/Beatriz de Bobadilla, 14, Edificio 4 – 2ª Planta, 28040 – Madrid (España); or before any WUPSIL agent location in Spain.

**2. By an email:**

[Spain.Customer@westernunion.es](mailto:Spain.Customer@westernunion.es)

**3. By a letter:**

Sent to the postal address of Western Union Payment Services Ireland Limited office in Spain, C/Beatriz de Bobadilla, 14, Edificio 4 – 2ª Planta, 28040 – Madrid (España), Spain.