CAJA RURAL DE GRANADA, S. COOP DE CRÉDITO
CUSTOMER SERVICE DEPARTMENT
REGULATION

APRIL 2005
SECTION I
CONCERNING THE CUSTOMER SERVICE DEPARTMENT, THE DIRECTORS OF THIS SERVICE AND THEIR RESPONSIBILITIES

CHAPTER 1

APPLICABLE LEGISLATION, APPROVAL OF THE REGULATION AND PERSONS RESPONSIBLE FOR THE CUSTOMER SERVICE DEPARTMENT

Article 1. The present Customer Service Regulation of Caja Rural de Granada, S. Coop. de Crédito implements the activities of the Customer Service Department of “the Savings Bank” (hereinafter, the Service) set up under the provisions of Law 44/2002 of November 22nd 2002, with respect to the Financial System Reform Measures, the Regulation governing the persons acting as Ombudsmen for Banking Services Customers approved by Royal Decree 303/2004 of February 20th, 2004; Order ECO/734/2004 of March 11th 2004, on the departments and services providing customer service and the customer ombudsman in banks and savings banks, and other additional applicable provisions.

Similarly, the present Regulation includes in the form of Annex 1, which forms an integral part of the Regulation, the UNACC Customer Service Regulation (National Union of Cooperative Credit Societies) of which “the Savings Bank” is a member, governing the relationship between “the Savings Bank” and the UNACC.

The Regulation, together with Annex 1, was approved by the Governing Council of “the Savings Bank” on May 3rd, 2005.

Article 2. In hierarchical terms, the service shall report to General Management, so that every guarantee is made to ensure the service takes its own decisions with regard to its scope of activity, thereby avoiding conflicts of interest.

Subject to the provisions of the preceding paragraph, “the Savings Bank” shall take the opportune measures to ensure that the provisions foreseen for transmitting the information required by the Service to all other services within the organisation respond to the principles of speed, safety, efficacy and coordination.

“The Savings Bank” shall ensure that its Service is provided with sufficient human, material, technical and organisational resources to enable it to perform its functions. In particular, it shall take all necessary steps to ensure that the employees of these departments are sufficiently well trained in the regulations governing the transparency and protection of customers receiving financial services.
Article 3. The objective of the Customer Service department is to deal with and settle all complaints and claims presented by customers in relation to their interests and already-recognised rights arising from the agreements signed, the guidelines on transparency and customer protection or proper financial practices and customs, and in particular, the principle of fairness.

For the effects contemplated in this Regulation, complaints shall be all those referring to the functioning of the financial services rendered to customers of “the Savings Bank”, presented as a result of delays, poor service or problems of any other type observed in the performing of these services; and claims shall be all those claims presented by customers aimed at restoring their interests or rights, demonstrating specific acts referring to actions or omissions of the entities that have a negative or harmful effect on the persons making the claims, due to breach of any agreement, guidelines concerning transparency and customer protection or proper banking practices and customs.

Article 4. All customers of “the Savings Bank” shall have the right to submit any complaint or claim he/she considers fit to the examination and decision of the Service, with regard to the issues and subject to the guidelines laid down in the present Regulation.

Article 5. The Service shall have the following responsibilities in developing its duties:

a) Obtaining knowledge of and solving all complaints and claims presented in relation to the assumptions foreseen in article 7 of the present Regulation.

b) Presenting to the Governing Council of “the Savings Bank”, all reports, recommendations and proposals made regarding aspects for which it is responsible, and which, in its opinion, may lead to strengthening the good relations and mutual trust existing between “the Savings Bank” and its customers.

CHAPTER II.

CONCERNING THE CUSTOMER SERVICE DIRECTORS:
DESIGNATION, TERM OF OFFICE, CAUSES FOR INCOMPATIBILITY OR INELIGIBILITY AND DISMISSALS

Article 6. The Director of the Service must be a commercially honest and professional person, with sound knowledge and experience in exercising his functions under the terms set forth in paragraph one of Article 5 of Order ECO/734/2004, of March 11th 2004, on Customer Service Departments and Customer Ombudsman Services in banks and savings banks.
The designation of this post shall correspond to the Governing Council of the entity, and must be notified to the Ombudsman for the Protection of Customers receiving Financial Services and to the pertinent governmental authority or supervisory authority, by reason of its activity.

**Article 7.** The Service Director shall be designated for a term of 4 years, which period of office may be renewed for equal periods, as often as considered necessary by the Governing Council.

**Article 8.** Persons who are in any of the following situations shall be considered incompatible to exercise the post of Service Director, and may therefore not be appointed as such:

a) Insolvent or bankrupt persons who have not been rehabilitated for holding office.
b) All persons who are non-habilitated or suspended from holding public or administrative offices or management posts in banks or savings banks as a result of criminal or administrative sanctions.
c) All those persons who have criminal records.
d) All those who are responsible for operative or commercial functions in “the Savings Bank”.

**Article 9.** The Service Director shall be dismissed from office for any of the following causes:

a) Due to the expiry of the term of office for which he was designated, unless his term of office is renewed.
b) Due to the loss of any of the requirements conditioning the eligibility of that person in accordance with this Regulation and the applicable legislation.
c) Due to the death or incapacity of that person.
d) Due to the resignation from office of the person designated.
e) Due to that person ceasing to be employed by “the Savings Bank”.
f) Due to the decision of the Governing Council in the event of serious breach of the obligations by the person in office.

Once the post is vacant, and subject to compliance with the decisions already taken, the Governing Council shall designate a new Service Director no later than the thirty days immediately following the date on which the vacancy occurred.
CHAPTER III

CONCERNING THE OBLIGATIONS OF “THE SAVINGS BANK” AND ITS CUSTOMER SERVICE DEPARTMENTS AND ITS INFORMATION OBLIGATIONS

Article 10. “The Savings Bank” shall take all necessary steps to ensure that the Service carries out its functions in the best possible manner, with a view to safeguarding in particular the total independence of its functions. Specifically, “the Savings Bank” shall be responsible for providing the Service with an annual budget of expenses for the normal operation of the Service and for assisting it in all matters that are essential for the correct and efficient rendering of its services.

Article 11. All the departments of “the Savings Bank” are obliged to provide the Customer Service department with all the information it may request in relation to operations and Service agreements provided in rendering these operations that may give rise to complaints or claims being presented by customers, if these refer to matters included within the scope of its authority, and try to ensure that their directors and employees provide any necessary collaboration in this respect.

Article 12. “The Savings Bank” undertakes to inform its customers, by making the following information available to them in each and every one of the branch offices open to the public, and in its Website:

1. The existence of the Customer Service Department and if applicable, the UNACC Customer Ombudsman, indicating the postal address and e-mail address of both services.
2. “The Savings Bank’s” obligation to deal with and solve all complaints and claims presented by its customers within the term of two months from the date on which they were presented to the Customer Service department, or if applicable, the UNACC Customer Ombudsman.
3. The particulars of the Person/s holding the position of Financial Services Customer Ombudsman/men, specifying his/her/their postal and e-mail address, with a reference to the need for using the Customer Service department or UNACC Customer Ombudsman channels for filing complaints and claims.
4. The right of the customer to appeal to the applicable Ombudsman, in the event of any dispute concerning the Service decisions or, in the absence of a decision, once it has been accredited that two months have elapsed since the complaint or claim was first lodged.
5. The present Regulation.
6. References to the guidelines on transparency and protection for customers receiving financial services.
SECTION II
CONCERNING COMPLAINTS AND CLAIMS AND HOW THEY ARE PROCESSED

CHAPTER 1
PURPOSE, FORM, REQUIREMENTS AND TERM FOR PRESENTING COMPLAINTS AND CLAIMS

Article 13. All complaints and claims shall be based on financial agreements and Service operations provided by “the Savings Bank” which in the opinion of the customer, contravene proper banking practices and customs, and affect already-recognised interests and legal rights arising from the agreements, regulations on the transparency and protection of customers or proper financial practices and customs, and in particular, the principle of fairness.

Article 14. In all cases, the following are excluded from the Service’s authority:

a) Claims that pertain to the UNACC Customer Ombudsman, unless the matter lies outside the scope of its authority, in accordance with the following limitations:

1. Complaints addressed to Savings Banks. All those issues referring to the rendering of the financial services rendered to customers of the Savings Bank, presented due to delays, failure to provide adequate service or any other type of action observed in rendering these services shall be considered complaints.
2. Claims for monies equivalent to less than 100 euros and over 20,000 euros.
3. Claims made by customers once the term of two years has elapsed since the date on which the customer was aware of the facts giving rise to the claim.
4. All issues relating to labour relations between the Savings Banks and their employees and other Banks or Savings Banks, as well as corporate relations.
5. All issues referring to the discretion of the Savings Banks with regard to entering into any agreement, performing any transaction or Service, including all pacts and conditions therein established.
6. All claims that are or have been settled by judicial or arbitrary decision by the Customer Service Departments of the Savings Banks or by a report drawn up by the Ombudsman for the Protection of Customers receiving Financial Services.
7- All those claims or complaints aimed at intentionally hindering, obstructing or delaying the exercise of any right by the Savings Banks towards their customers.
8- All issues that may be raised by Savings Banks customers who are not Spanish residents, unless they refer to customer relations with branch offices in Spain, and have to do with transactions carried out in Spain.

b) Complaints and claims made by customers once the term of two years has passed from the date on which the customer was aware of the facts giving rise to the claim.
c) Complaints and claims related to labour relations between “the Savings Bank” and its employees and other Banks or Savings Banks, and those relating to corporation relations.
d) Complaints and claims related to “the Saving Bank’s” discretion in entering into any agreement and Service operation as well as any other agreement or condition referring to such discretion, unless the content of the complaint or claim refers to the existence of a delay or negligence in taking the pertinent decision by the Savings Bank.
e) Complaints and claims that have been subject to or settled by judicial or arbitrary decision or based on the report of the Person holding the position of Financial Services Customer Ombudsman.
f) Complaints and claims that are subject to or which have been solved by the Customer Ombudsman.
g) Complaints and claims that are intentionally aimed at obstructing, harming or delaying the exercise of any rights of “the Savings Bank” with respect to its customers.
h) Complaints and claims made by customers of Savings Banks who are not Spanish residents unless they refer to relations with branch offices located in Spain for operations in Spain.

Article 15. The presentation and processing of complaints and claims shall be free of charge, and customers may not be charged for this service.

Article 16. The presentation of complaints and claims may be done in person or through a duly authorised person, on paper or by digital, electronic or telematic channels, provided that these channels enable the documents to be read, printed and stored and in these cases, are in keeping with the requirements foreseen under Law 59/2003, of December 19th 2003, on electronic signature.
The complaints and claims shall contain the following information:

a) Name, surname and address of the interested party, and if applicable, the name of the person representing him/her, duly authorised; ID number for individuals and public registry data in the case of corporations.

b) The ground for the complaints, specifying clearly the issues on which a decision has been requested.

c) The branch office or offices and Service or department with respect to which the claim or complaint is being made, and in which the acts in question took place.

d) That to the best of the customer’s knowledge, the issue in question is not being substantiated through any administrative, arbitrary or judicial proceedings.

e) Place, date and signature.

The documentary evidence in possession of the customer and on which the complaint or claim is based must be attached.

Complaints or claims may be presented directly to the Service or to any branch office of the Savings Banks that is open to the public, as well as to the e-mail address provided by “the Savings Bank” for that purpose.

Article 17. The term for presenting complaints and claims shall be two years from the date on which the customer was aware of the facts giving rise to the same.

Any complaints or claims received by the Service after that time, and any complaints or claims regarding matters that fall outside its scope of authority, in accordance with article 14 of this Regulation, shall be rejected.

CHAPTER II

CONCERNING PROCESSING

Article 18. Once a complaint or claim has been received by the Service, under the terms set forth in Article 13 of the present Regulation, the Service Director shall acknowledge receipt in writing within a term of no more than ten days, and record the date of presentation for the purpose of calculating the maximum term of two months within which to close the file. This two-month term shall be calculated from the date of presentation of the complaint or claim at any branch office of the Savings Bank that is open to the public, or which has been sent to its e-mail address.

During the ten days following reception, a decision shall be taken as to whether the complaint or claim is admitted for processing. This decision shall immediately be notified to the customer, in such a manner that if any complaint or claim is refused
admittance, it cannot be presented to the Service again. The following are causes for non-admittance of complaints or claims for processing:

   a) In the event of omitting data that are essential for processing, which cannot be obtained, including cases in which the ground for making the complaint or claim is not specified.

   b) In the event of attempting to file different appeals or actions as complaints or claims, which should be admitted for processing by administrative, arbitrary or judicial organs, or if these are pending decision or litigation, or the matter has already been dealt with by those authorities, or is to be judged by the UNACC Customer Ombudsman, in keeping with its Regulation.

   c) If the facts, grounds and request specifying the matters contained in the complaint or claim do not refer to specific operations or fail to meet the requirements set forth in paragraph 2 of Order ECO/734/2004 of March 11th 2004, governing customer departments and services and the Banking Services Customer Ombudsman.

   d) If complaints or claims are filed reiterating other previous complaints or claims that have already been settled, presented by the same customer in relation to the same facts.

   e) If the term for presenting complaints or claims has elapsed, as set forth under the present Regulation.

When a complaint or claim has been refused admittance for processing, for any of the grounds given above, this shall be notified to the customer through a reasoned decision, giving the customer a term of ten calendar days during which to present his/her allegations.

If the interested party has already replied, and the causes for non-admittance continue to exist, the final decision shall be notified to that party, informing the customers of their right to bring the matter before the Financial Services Customer Ombudsman.

If a complaint is presented to the Service which must be addressed by the Customer Ombudsman, pursuant to its Regulation, “the Savings Bank” shall send it to this Service within a maximum term of 10 days, and inform the claimant on the body which is competent to address the complaint.

If the customer’s identity has not been properly established, or if it were not possible to clearly establish the facts giving rise to the complaint or claim, the signer shall be requested to complete the documentation presented within a term of ten calendar days, and notified that failure to do so will lead to the complaint or claim being filed, without further processing. This term shall not be included in the calculation of the two-month term foreseen in paragraph one of this article.
Article 19. Once a complaint or claim has been admitted for processing, the Service Director may obtain from the customer and from the different Service Departments of “the Savings Bank” any data, clarifications, reports or elements of proof considered necessary for him to take his decision.

Admittance of a complaint for processing by the Customer Service department shall mean that this complaint is not processed by the Customer Ombudsman.

In the event that “the Savings Bank” should settle the matter with the customer to the customer’s entire satisfaction, the Service shall notify this to the competent body, providing documentary evidence.

Customer may at any time decide not to continue making the complaint or claim, which shall give rise to the immediate closing of the proceedings insofar as the interested party is concerned.

The complaint file shall be closed without further processing, both in the event of “the Savings Bank” solving the problem and if the customer should decide not to continue filing the complaint.

CHAPTER III

CONCERNING THE CLOSING OF THE FILE AND NOTIFICATION OF THE DECISION AND ITS EFFECTS

Article 20. The file shall be closed once a Decision has been reached within the maximum term of two months from the date on which the complaint or claim was presented to the Customer Service or at any branch office open to the public or e-mail address of “the Savings Bank” or if applicable, to the Customer Ombudsman. Failure to reach a decision within that two-month term shall give the claimant the right to appeal to the applicable Customer Ombudsman.

Grounds shall in all cases be given for reaching the Decision, and financial rights may be recognised in favour of the customer. The Decision shall contain clear conclusions in respect of the request made in each complaint or claim, based on the contractual clauses, applicable regulations governing transparency and customer protection, and proper banking practices and customs, in such a manner that in the case of the decision being contrary to the criteria set forth in similar previous files, grounds for justifying this can be given. Likewise, the Decision may contain petitions or proposals addressed to the parties, aimed at finding a fair solution for both, and maintaining the bond of mutual trust between them.
The Decision shall be notified to the interested parties within a term of ten calendar days from the date on which it was issued, in writing or through digital, electronic or telematic channels, provided that these channels permit the documents to be read, printed and stored, and comply with the requirements foreseen by Law 59/2003 of December 19th 2003, on electronic signature, depending on the express designation of the customer and in the absence of this indication, through the same channel as the one used to present the complaint or claim.

All decisions in which the complaint or claim is rejected shall inform the customers their right to bring the matter before the Financial Services Customer Ombudsman.

**Article 21.** In the event of the Decision considering the complaint or claim being filed, the customer shall accept this decision in writing, accompanied by his/her express waiver to taking any other action open to him/her on the same matter, whether this be administrative, judicial, arbitrary or of any other kind. This waiver shall constitute a special condition necessary for executing the contents of the decision in their entirety, and shall be made by the customer no later than thirty days following the date of reception, after which time if no response from the customer is forthcoming, the decision shall be deemed rejected by that customer.

**CHAPTER IV**

**CONCERNING THE INCOMPATIBILITY OF SIMULTANEOUS ACTIONS BEING TAKEN AND THE INTERRUPTION OF THE PRESCRIBED TERM**

**Article 22.** All complaints and claims presented to the Service shall be incompatible if presented simultaneously to the exercising of any other claims on the same issue. To this effect, customers shall abstain from initiating actions of any kind through other channels, until the Service has reached a decision, or until a term of two months has passed from the date of presentation of the claim and the Service has failed to settle the issue. In the event of failing to comply with this requirement, the file shall be closed with no further processing.

If the Service becomes aware of the simultaneous processing of a complaint or claim as well as administrative, arbitrary or judicial proceedings being opened on the same issue, or being presented to the Financial Services Customer Ombudsman, the Service shall stop processing that complaint or claim.

**Article 23.** The presentation of a complaint or claim before the Service entails the acceptance of the present Regulation, and shall have the effect of interrupting the prescribing of actions recognised as pertaining to extrajudicial proceedings under article 1.973 of the Civil Code.
SECTION III
CONCERNING RELATIONS WITH THE BANKING SERVICES CUSTOMER
OMBUDSMAN AND THE ANNUAL REPORT

CHAPTER I

CONCERNING RELATIONS WITH THE BANKING SERVICES CUSTOMER
OMBUDSMAN

Article 24. Through the Service Director, “the Savings Bank” shall deal with all requests made to it by the Financial Services Customer Ombudsmen in exercising their functions, within the terms set forth by the latter, pursuant to the provisions of the Regulation governing their post.

CHAPTER II

CONCERNING THE ANNUAL REPORT

Article 25. Within the first quarter of each calendar year, the Service shall present to the Governing Council of “the Savings Bank” an explanatory report of the development of its duties during the preceding year, which shall contain at least the following:

a) A statistical summary of all complaints and claims dealt with, with information on the number, admittance for processing and grounds for rejection, the reasons for these and the issues posed in these complaints and claims, as well as all sums and amounts affected.
b) A summary of the decisions issued, indicating whether they are positive or negative for the claimant.
c) The general criteria contained in the decisions.
d) Any recommendations or suggestions arising from its experience, with a view to better achieving the purposes of informing on its activities.

A summary of the Report at least shall be included in “the Savings Bank’s” annual report.
FINAL PROVISIONS

One. The Service Regulation may be modified by the decision of the Governing Council of “the Savings Bank”, although all mandates relating to the Service which set forth the regulatory guidelines of transparency and customer protection in Banks and Savings banks shall enter into force immediately without the need to modify the Regulation.

Two. The present Regulation shall enter into force from the date of its approval by the Governing Council of “the Savings Bank” and notification sent to both the Banking Services Customers Ombudsman and Bank of Spain, together with a copy of the Service Director’s appointment.

Three. The Governing Council of “the Savings Bank” is hereby authorised to insert all modifications to the Regulation suggested by the Banking Services Customers Ombudsman and the Bank of Spain.

Four. For the purpose of complying with article 16 of this Regulation, the address of the Service is the following:

SERVICIO DE ATENCION AL CLIENTE
CAJA RURAL DE GRANADA, S. COOP. DE CRÉDITO
C/Circunvalación, 2
Granada
18006 Granada
Fax Nº: 958242432
Telephone Nº: 958242408
E-mail address: atencioncliente.crg@cajarural.com