

# BBVA Group Customer Protection Charter in Spain

One of BBVA's key strategic objectives is to establish a lasting and mutually satisfactory relationship with its customers. The measures needed to achieve this objective include reaching high-quality service provision which meets the needs of our customers and differentiates the Group from its competitors.

The procedure for handling customer complaints and claims is a basic element for improving service quality; however, it must offer a simple means to quickly resolve, with guarantees, any cases where the customers believe they did not receive the level of service they expected, while representing a major source of lessons to enable the correction of any potential errors.

All branches and operational centers which serve the Group's customers must seek to offer friendly and prompt service and to meet the expectations of BBVA's customers with regard to the quality guaranteed by a financial group such as BBVA.

The Group has set up a Customer Care Service and relies on a Customer Ombudsman (a prestigious and independent individual); together they ensure that our customers' rights are protected appropriately.

BBVA has drawn up the BBVA Group Customer Protection Charter in Spain, adapted to the requirements set forth in Order ECO/734/2004, of March 11, on customer care and consumer ombudsman departments at financial institutions (published in the government's Official Gazette of March 24, 2004). This document keeps evolving to adjust to the BBVA Group's circumstances in Spain and the lessons we have learned. Our aim is always to improve the complaints and claims resolution procedures, set clearer boundaries on the Customer Ombudsman's sphere of responsibility, and increase service efficiency.

The regulation establishes an integrated system to resolve complaints and claims registered by any BBVA Group entity with services in Spain. Consequently, it affects the Group's parent entity and any entities providing services which may lead to customer complaints and claims under the Ministerial Order.

There is a single procedure to process complaints and claims across the Group, subject to the following rules:

The Customer Care Service is an internal Group service with sufficient autonomy to ensure that its decisions are not affected by conflicts of interest; it is able to rely on material and human resources to reach a quick and appropriate resolution.

Any complaints and claims which this service believes should be rejected and fall under the Customer Ombudsman's sphere of responsibility, or whose content or complexity lead the Service to consider they should be submitted to the Customer Ombudsman, will be automatically sent to the Ombudsman. This is an independent, professionally prestigious figure who will then resolve the case with the assistance of any necessary resources. Nevertheless, the Customer Care Service will resolve any complaints and claims, irrespective of the amount involved, which must be rejected as per the Ombudsman's consolidated criteria. The Customer Ombudsman will also act at the second instance for complaints and claims within the limits set in this regulation (4.2.c)) which have been initially rejected by the Customer Care Service, and which customers and users decide to raise with the Ombudsman. Naturally, this recourse is set forth without affecting the right of customers and users to submit complaints directly to the Complaints Department of the Bank of Spain, the Spanish National Securities Market Commission (CNMV) and the Directorate-General for Insurance and Pension Funds after the Customer Care Service has issued its decision.

The Charter governs this integrated customer protection system in two chapters:

Chapter One regulates the general aspects of the Customer Care Service and the Customer Ombudsman with a description of their characteristics and their duties and responsibilities as regards the resolution of complaints and claims.

Chapter Two regulates the specific procedure to submit, process and resolve customer complaints and claims.

## CHAPTER I

### Customer Care Service and Customer Ombudsman.

#### Article 1. Integrated Customer Protection System. Scope of action.

1. All entities, branches and operational centers which serve the BBVA Group's customers must seek to offer friendly and prompt service and to meet the expectations of BBVA's customers with regard to the quality guaranteed by a financial group such as BBVA.

2. As per the duties and procedure laid down herein, the Customer Care Service and the Customer Ombudsman (shared by the whole Group in Spain) must handle and resolve the complaints and claims raised by customers or users (Spanish or foreign natural persons or legal entities) in relation to products and services marketed and arranged in the Spanish territory by the BBVA Group entities bound by this Charter (see article 8).

Such complaints and claims must refer to the legally established interests and rights of customers deriving from the regulations on transparency and customer protection, the contracts between the parties, best banking practices and, especially, the principle of equity.

This Charter does not include any complaints and claims raised by natural persons/legal entities unable to certify they received a service or maintained a direct contractual relationship with any of the BBVA Group entities bound by this Charter.

3. The Customer Care Service and Customer Ombudsman will perform their duties for all BBVA Group entities in Spain, as per article 8 herein. As regards insurance contracts, they will also handle the complaints and claims of injured third parties, provided they involve contracts signed with entities or offices located on Spanish territory.

The Customer Ombudsman will act as the Unitholder Ombudsman.

#### Article 2. Complaints and claims excluded because of their purpose.

The Customer Care Service and the Customer Ombudsman are not responsible for complaints and claims that are not included in the scope established in article 1.2 and, in particular, those derived from:

- a) Relations between the entities and their stockholders as such.
- b) Work relations between the entities and their employees.
- c) Relations between the entities and their suppliers.
- d) The provision of services and products carried out by Group entities that are not subject to the Charter, according to article 8, and the claims or complaints lodged by those who are not considered customers or users.
- e) Products and services marketed or hired outside Spanish territory.
- f) Complaints or claims that come under the jurisdiction of administrative, arbitration or judicial bodies, or that are pending resolution or in dispute.
- g) Any complaints and claims that raise issues about facts that can only be proved in court, or whose resolution requires the assessment of experts with technical knowledge outside the scope of the regulations on transparency and customer protection or the financial best practices and customs.
- h) Claims or complaints regarding the discretionary commercial authority of the entities bound by this Charter, such as the decision to grant transactions, contracts or services with a specific person, the content of the agreements and conditions, or the assignment of human, mechanical or technical resources from their offices, with the exception of a claim or complaint that arises due to the delay or negligence of BBVA's decision-making or by the corresponding Group entity.

### **Article 3. The Customer Care Service. Setup and Duties.**

1. The Customer Care Service was set up as a specialized, autonomous department within the BBVA Group with the duty to handle customer complaints and claims as per this Charter.

2. The Customer Care Service will make independent decisions on the complaints and claims and remain separate from any other commercial or operational services in any of the entities bound by this Charter with a view to preventing conflicts of interest.

It will be equipped with the necessary and appropriate human, material, technical and organizational means to be able to fulfill its duties; it will take the training measures needed for its staff to gain the right knowledge about the regulations on transparency and customer protection, the obligations stemming from product and service contracts, and the requirements set by the best financial practices and customs.

With the assistance of the entities and business units, the Service will define procedures to ensure that requests for information are handled quickly, safely, efficiently and in a coordinate manner.

3. The Service will have the power to analyze and resolve any complaints and claims it receives which fall under the objective scope of this Charter (see articles 1 and 2), except for any complaints and claims which must be resolved by the Customer Ombudsman acting as the Unitholder Ombudsman with regard to individual pension plans (subject to their own specific regulatory system).

Nevertheless, the Service will refer to the Ombudsman any complaints and claims the Service believes need to be rejected and whose amount falls under the powers of the Ombudsman as per article 4.2.b) below, unless the Ombudsman has defined a consolidated criterion on how to handle the specific complaint/claim. In this eventuality, the Service will resolve the complaint/claim directly and may even reject it.

### **Article 4. The Customer Ombudsman. Setup and Duties.**

1. The Customer Ombudsman will be a prestigious figure in the legal, economic or financial sphere appointed by BBVA's Board of Directors.

2. The Customer Ombudsman will perform his/her duties with complete independence from the entities bound by this Charter and with full autonomy as regards the criteria and guidelines he/she applies. His/Her duties are as follows:

- a) Be aware of and resolve complaints and claims raised by unitholders and beneficiaries of individual pension plans under the responsibility of the Unitholder Ombudsman as per the regulations on pension plans and funds.
- b) Be aware of and review (for analysis and resolution) any complaints and claims under €100,000 which the Customer Care Service believes should be rejected, providing they exceed the following sums:
  - 2,000 euros if the customer is a natural person.
  - 5,000 euros if the customer is a legal entity.

For insurance, the sums will be as follows for natural persons and legal entities:

- 75,000 euros for life insurance.
- 5,000 euros for non-life insurance.

At all events, the Ombudsman will also act as first-instance recourse on any matters that the Service decides to submit for his/her consideration because they are considered to be especially complex, even if the amount is lower or higher than the stated limits.

- c) Be aware of and resolve, at second instance, any complaints or claims within the quantitative limits mentioned in b) above which the customers decide to voluntarily submit to the Ombudsman after they have been rejected by the Customer Care Service. This recourse is set forth without affecting the right of customers to submit complaints directly to the Complaints Department of the Bank of Spain, the Spanish National Securities Market Commission (CNMV) and the Directorate-General of Insurance and Pension Funds after the Customer Care Service has issued its decision.

For the instances listed in b) above, the Service will: investigate the complaint or claim; gather the statement from the

affected branch or center; reach an informed opinion about all of the points mentioned by the claimant; and send the full file to the Ombudsman as soon as possible and, at all events, within the first thirty calendar days from the time the complaint or claim is raised. The Customer Ombudsman will then make a final decision within the period set for the resolution of complaints and claims in Article 16 herein.

- d) Promote compliance with the regulations on transparency and customer protection and the financial best practices and customs.
- e) Act as a mediator between the customers and the entities bound by this Charter to reach a friendly agreement on matters under his/her responsibility.
- f) Submit reports, recommendations or suggestions about the aspects which fall under his/her sphere of responsibility and which, in his/her opinion, will lead to stronger relations and mutual trust between the entities and their customers; such documents must be submitted to the BBVA's Board of Directors or the management bodies of the entities bound by this Charter or, where appropriate, the person or body appointed by the entities for their relationship with the Ombudsman. Generally speaking, these reports will be part of the annual report provided for in article 5 herein.

3. The Ombudsman's decisions in favor of the claimant regarding the complaints or claims he/she becomes aware of as per a), b) and c) above will bind the corresponding entity, without precluding the fullness of legal protection, recourse to other mechanisms of resolution, or administrative oversight.

4. The Customer Ombudsman's office will have the human, material, technical and organizational means needed and appropriate to fulfill its duties.

5. Regardless of whether or not there is a specific complaint or claim, the Customer Ombudsman may at any time contact the Customer Care Service to request information about general or specific aspects of the entity's activity which are the focus of his/her attention and which, in the Ombudsman's opinion, are of interest to the customers' rights. The entity must respond to these requests within one month.

## **Article 5. Reports from the Customer Ombudsman and the Customer Care Service.**

1. The Customer Care Service and the Customer Ombudsman will submit to BBVA's Board of Directors, within the first quarter of each year, an explanatory report, jointly or separately for all BBVA Group entities included under the scope of this Charter, containing the information indicated in points a), c) and d) of section 2 below and statistical information on decisions for or against claimants.

2. In the same terms, the Customer Care Service and the Customer Ombudsman will submit to the management body of each entity bound by the Charter an explanatory report on the performance of their duties during the previous year on the matters corresponding to each. This report, a summary of which will be included in the entity's annual report, must contain at least the following:

- a) A statistical summary of the complaints and claims handled, with information on their number, admission for processing or reasons not admitting them, the grounds and issues raised in the complaints and claims, and the amounts involved.
- b) A summary of decisions made, stating whether they were for or against the claimant, or of cases in which only information or clarifications were provided.
- c) General criteria behind the decisions.
- d) Recommendations or suggestions deriving from the experience, with a view to better meeting its aims.

## **Article 6. Appointing the Customer Ombudsman and the Head of the Customer Care Service. Duration of tenure.**

1. BBVA's Board of Directors will appoint the Customer Ombudsman and the Head of the Customer Care Service. Their tenure will be three and two years respectively. However, the appointees may be reselected for successive terms of three and two years respectively, with no limit.

2. Both positions will be filled by individuals of commercial and professional repute, with a personal track record of respect for trade laws or other legislation governing the economic activity and business life, and for the financial and commercial best practices, and

the right knowledge and experience gained while performing duties relating to the financial activity specific to the entities bound by this Charter.

The Customer Ombudsman must also be independent from the Group and be a prestigious figure in the legal, economic or financial sphere.

3. Both appointments will be notified to the Complaints Department of the Bank of Spain, the Spanish National Securities Market Commission (CNMV), the Directorate-General of Insurance and Pension Funds and the relevant supervisory authority(ies).

## **Article 7. Incompatibilities, prohibitions and resignation.**

1. The positions of Head of the Customer Care Service and Customer Ombudsman will be incompatible with the performance of activities for or on behalf of financial competitors outside the BBVA Group.

The position of Customer Ombudsman will be incompatible with the provision of any type of employment, professional or trade/commercial service other than the services specifically detailed in this Charter to BBVA Group entities.

2. Any person with employment or professional links to BBVA Group entities up to two years before the appointment will be ineligible as Customer Ombudsman.

3. The Head of the Customer Care Service and the Customer Ombudsman will cease to fulfill their duties in any of these circumstances:

- a) End of the term of their appointment or reselection, where appropriate.
- b) Acquired incapacity or any of the causes of incompatibility or prohibition listed above.
- c) Having been convicted by final ruling for intentional offense.
- d) Resignation presented to BBVA's Board of Directors.
- e) Substantiated resolution by BBVA's Board of Directors based on objective and severe causes, and
- f) For the Head of the Customer Care Service, his/her acknowledgment of the incompatibility of his/her position with a new responsibility or position within BBVA Group's organizational structure.

## **Article 8. Entities bound by this Charter.**

1. All entities which form part of the BBVA Consolidated Group, as defined in article 4 of the Securities Market Act, may adhere to this Charter providing they reside in Spain and fall under one of the following categories:

- a) Credit institutions.
- b) Investment services firms.
- c) Collective investment institution managing companies.
- d) Insurance companies.
- e) Pension fund management firms.
- f) Insurance brokerage firms.
- g) Branches in Spain of the entities listed above with registered office in a different country.
- h) Appraisers.
- i) Firms with public establishments for foreign exchange authorized to sell foreign bills or manage transfers abroad.
- j) Other companies or entities which provide financial services.
- k) Any other entity subject to Order ECO/734/2004, dated March 11, on customer care services and departments and the customer ombudsman in financial institutions, or its amendments or replacement.

2. The entities that meet the characteristics listed in section 1 above will be bound by this Charter from the time their management body adheres to this document. When they adhere to this Charter, the entities will accept the Head of the Customer Care Service and the Customer Ombudsman appointed by Banco Bilbao Vizcaya Argentaria, S.A. at any given time, without having to expressly state their agreement.

3. The Charter will no longer apply to the entities when they no longer belong to the BBVA Group.

## **Article 9. Duties of the entities bound by this Charter.**

1. The entities bound by this Charter will take the necessary measures to:

- Cooperate with the Customer Care Service and the Customer Ombudsman in any matter which may lead to a better performance of their duties and, particularly, cooperate to provide as much information as they request about the matters under their sphere of responsibility.
- Ensure that all of the entities' offices/branches, departments and services cooperate with the Customer Care Service and the Customer Ombudsman when necessary and that they quickly comply with the decisions.
- Guarantee the autonomy and independence of the Customer Care Service and the Customer Ombudsman.

2. The Service and the Customer Ombudsman may contact the entities' offices/branches, departments and services directly to collect documents, reports and data needed to fulfill their duties.

3. The entities bound by this Charter must provide their customers with information about the Customer Care Service and the Customer Ombudsman (and their postal and email addresses) at their branches/offices, and their websites if they arrange contracts via telematic means.

They must also list the postal and email addresses of the Complaints Department of the Bank of Spain, the Spanish National Securities Market Commission (CNMV) and the Directorate-General and the Directorate-General of Insurance and Pension Funds so that their customers may contact these bodies if they disagree with the resolution, or because the complaint or claim has not been resolved after the maximum resolution period has elapsed, as specified in Article 16 herein.

The entities will provide a copy of this Charter to their customers on request.

## **CHAPTER II**

### **Procedure for processing complaints and claims.**

#### **Article 10. Single procedure.**

The procedure defined herein will apply to all complaints and claims submitted by customers and users of the Group's services, irrespective of the body responsible for resolving them.

#### **Article 11. Form of notices and requirements.**

The notices and requirements to be presented by the Customer Care Service and the Customer Ombudsman to the claimant will take the form expressly chosen by the customer or, otherwise, be made via the means used to file the complaint or claim.

#### **Article 12. Presenting complaints and claims: Method, place and timeline.**

1. Complaints and claims can be presented personally or through representatives, on paper or computer, electronic or telematic media, as long as the documents can be read, printed and stored.

Computer, electronic or telematic means may be used as per the requirements set forth in Act 59/2003 of December 19 on electronic signatures. However, both the Customer Care Service and the Customer Ombudsman may adopt flexible criteria to accept such complaints and claims if they do not meet the requirements laid down in the aforementioned law.

2. The procedure will begin with the submission of a document stating the following:

- a) Full name and address of the interested party, or this party's representative if applicable, duly verified; number of the ID card

or passport of natural persons, or details of public incorporation of legal entities.

- b) Reason for the complaint or claim with a clear description of the issues to be clarified and the claimed sum, where appropriate.
- c) Branch(es), department or service where the facts mentioned in the complaint/claim took place, and its entity.
- d) The claimant declares to not be aware that the subject matter of the complaint or claim is being substantiated through an administrative, arbitration or judicial proceeding.
- e) Place, date and signature.

With the document above, the claimant may supply documentary proof to substantiate his/her complaint or claim and, where appropriate, the document certifying the representation.

3. The complaints and claims may be sent to the postal or email addresses of the Customer Care Service, the Customer Ombudsman, presented at any branch/office of the affected entity open to the public, and sent to the email address enabled by the entity for this purpose.

### **Article 13. Admissibility.**

1. After the entity receives a complaint or claim, the latter will be sent to the Customer Care Service which will then send it to the Customer Ombudsman when it falls under the eventualities listed in article 4.2 a) and c) of this Charter. If the complaint or claim is filed with the Customer Ombudsman but does not refer to a matter which the Ombudsman has exclusive power over, the Ombudsman will send the complaint/claim to the Customer Care Service.

The above will be without prejudice to the maximum period for resolution starting from the time the complaint/claim is filed with the Customer Care Service or, where appropriate, the Customer Ombudsman, as specified in Article 16 herein.

At all events, the claimant will receive a written confirmation that their complaint/claim was received and of the submission date for the calculation of this period.

When the competent body receives the complaint or claim, the case file is opened.

2. If the Customer Care Service does not find the identity of the claimant to be sufficiently verified, or the facts of the complaint cannot be clearly established, the signatory will be required to clarify the facts or complete the documentation sent within ten calendar days with a warning that if he/she fails to do so, the complaint or claim will be archived without further processing; all without prejudice to the customer's possible entitlement to submit a new claim or complaint regarding the issue under the terms established in this Charter.

The time taken by the claimant to clarify the facts and/or complete the documentation referred to above will not be included in calculating the maximum period to resolve the complaint or claim, as specified in Article 16 herein.

3. The Customer Care Service can only consider complaints or claims inadmissible for processing under the following circumstances:

- a) When the aim is to process an appeal or action as a complaint/claim when such appeal or action is the jurisdiction of administrative, arbitration or judicial bodies, when the matter is pending resolution or litigation, or when it has already been resolved by those instances.
- b) When the facts, reasons and request which materialize the issues mentioned in the complaint or claim do not refer to specific operations or do not fulfill the criteria set forth in article 1 herein.
- c) When the complaints or claims repeat previous ones that have already been resolved and submitted by the same customer in relation to the same events.
- d) In the event of complaints or claims excluded from the Service's awareness as per article 2 herein.
- e) When the time elapsed between the facts described and the date the complaint/claim is submitted is over five years.
- f) When the complaint/claim was filed omitting irremediable essential data, or when the reason for the complaint/claim is not

specified.

g) When the complaints/claims are filed by non-customers or non-users of the entity.

4. When the complaint or claim cannot be accepted for processing for any of the reasons above, the interested party will be notified of the substantiated decision and will be allowed ten calendar days to submit their declarations. When the interested party responds and the reasons for inadmissibility are upheld, the final decision will be notified to the party.

5. With regard to the complaints/claims described in article 4.2 a) and c), the Customer Ombudsman will analyze whether they are admissible as per the criteria above.

#### **Article 14. Processing.**

1. As per this Charter, at any point of the process the Customer Care Service or Customer Ombudsman may ask the claimant and/or the departments and services in the affected entity for the data and information, clarifications, reports or proof needed to make a decision.

The branches/offices, departments and services must fulfill these requests in as short a time as possible and, at all events, within 15 calendar days of the request. When a response to this request is needed before a complaint/claim can be resolved, the lack of response will not stop the process and the Service or Ombudsman may consider that the version of the facts described by the customer has been proved.

2. The affected entity may present its declarations to the Customer Care Service or the Customer Ombudsman (as appropriate) as soon as possible and never more than 15 calendar days after the case file is opened.

3. The file's process may be halted by mutual written agreement between the claimant and the affected entity.

The affected entity will send this agreement to the body in charge of the matter and the latter will halt the case file with no further processing or action while the suspension is in place.

The time during which the file is suspended is not included in the calculation of the maximum period to resolve the complaint or claim, as specified in Article 16 herein.

At the written request of either the claimant or the affected party, the process will be immediately resumed.

4. When it is known that a complaint or claim and an administrative, arbitration or judicial proceeding on the same matter is being processed simultaneously, the Customer Care Service and the Customer Ombudsman will refrain from continuing to process the case file and will communicate this fact to the claimant and the entity.

#### **Article 15. Settlement and withdrawal.**

1. If the affected entity were to rectify the situation to the claimant's satisfaction after it receives the complaint/claim, the entity must notify the competent body as well as send documentary proof and the written and signed agreement by the claimant, unless the latter were to expressly withdraw the complaint/claim. In this eventuality, the complaint/claim will be archived with no further action.

2. The interested parties may withdraw their complaints/claims at any time. The claimant's express withdrawal will result in an immediate end to the process as far as the relationship with the interested party is concerned. However, the Customer Ombudsman may decide to proceed with the process to promote compliance with the regulation on transparency and customer protection, as well as financial best practices and customs.

#### **Article 16. Finalization and notification.**

1. The case must be finalized within a maximum period of two months from the date on which the claim or complaint was filed, as per Order ECO/734/2004 of March 11 on customer care and customer ombudsman departments at financial institutions (published in the Official Gazette of March 24, 2004).

As regards complaints/claims filed by users of paid services in relation to the rights and obligations stemming from titles II and III of Royal Decree-Law 19/2018 of November 23 on paid services, the case file must be closed within 15 business days after the complaint/claim is received. Exceptionally, if no response can be given within 15 business days for reasons outside the control of

the Customer Care Service or the Customer Ombudsman, the competent body will send a provisional response where it clearly indicates the reasons for the delay in responding and specifies the deadline for receiving the final response. At all events, the final response must be received within one month.

The customer may go to the Complaints Services of Banco de España, Comisión Nacional del Mercado de Valores or the Directorate-General for Insurance and Pension Funds if the response from Customer Services or the Customer Ombudsman were not satisfactory, or if no response was received after having proved that the following maximum limits from the date of filing the complaint or claim had been exceeded: fifteen working days if the complaint or claim is about a payment service, one month if the complaint or claim is not about a payment service and the customer is an EU-resident consumer, and two months if the complaint or claim is not about a payment service and the customer is a non-EU resident consumer or a non-consumer. In addition, customers who are consumers residing in the European Union will not be able to appeal to the Complaints Services of the Bank of Spain, the National Securities Market Commission and the Directorate-General for Insurance and Pension Funds after more than a year has elapsed from the complaint or claim being filed with the Customer Care Service or the Customer Ombudsman.

2. As per article 3, if the Customer Care Service is the competent body in the case's resolution, the Service will issue its decision as defined in this article. If the complaint/claim is rejected, the Service will inform the customer that he/she may voluntarily raise the issue with the Customer Ombudsman, providing the complaint/claim falls under the categories listed in article 4.2.c), without prejudice to the possibility of contacting directly the Complaints Department of the Bank of Spain, the Spanish National Securities Market Commission and the Directorate-General of Insurance and Pension Funds.

3. For complaints/claims filed with the Customer Ombudsman at second instance, the Customer Care Service will send the full case file to the Customer Ombudsman on his/her request.

The Customer Ombudsman will then issue a decision within one month of receiving the complaint/claim at second instance.

4. The decision will always be substantiated and contain clear findings about the request in each complaint/claim, on the basis of contractual clauses, the applicable regulations on transparency and customer protection and financial best practices and customs.

If the decision steers away from criteria expressed in similar previous case files, the reasons for the new criteria must be stated.

5. The claimant will be informed of the decision within 10 calendar days from its date. The notification will expressly state the claimant's option to contact the Complaints Department of the Bank of Spain, the Spanish National Securities Market Commission and the Directorate-General of Insurance and Pension Funds if he/she were to disagree with the decision.

This notification will be made in writing or using computer, electronic or telematic means, providing this means makes it possible to read, print and store the documents and comply with the requirements set forth in Act 59/2003 of December 19 on electronic signatures; the claimant's express choice will be observed in this instance and, if no choice was expressed, the notification will be sent via the same means as the complaint/claim was filed.

For claims or complaints filed by users of payment services involving the rights and obligations stemming from Titles II and III of Royal Decree-Law 19/2018 of November 23, on payment services, the Customer Care Service shall settle any claims or complaints filed by payment service users on paper or, if so agreed by the entity and the user, on another lasting medium.

6. The affected entity or business unit will be notified of the decision for subsequent execution within one month. Such execution must be notified to the Customer Care Service and the Customer Ombudsman, if involved.

7. The decisions made by the Customer Care Service and the Customer Ombudsman as regards the issues under their responsibility as per this Charter will bind the corresponding entity, without precluding the fullness of legal protection, recourse to other mechanisms of resolution, or administrative oversight. These decisions will not be binding for customers and accepting the same will not require that customers waive any right or subsequent course of action in defense of their interests.

## **Article 17. Approval and verification of the Charter.**

BBVA's Board of Directors is the competent body to approve the regulation, as well as subsequent amendments thereof. This Charter and any amendments thereof will be verified by the Bank of Spain as per article 8 of Order ECO 734/2004 of March 11 on customer care services and customer ombudsmen at financial institutions, or any applicable regulations.



#### LIST OF COMPANIES BOUND BY THE BBVA GROUP'S CUSTOMER PROTECTION CHARTER IN SPAIN

A-48265169	BANCO BILBAO VIZCAYA ARGENTARIA S.A.	Public Limited Company
A-48036990	BANCO INDUSTRIAL DE BILBAO, S.A.	Public Limited Company
A-28137958	BANCO OCCIDENTAL, S.A.	Public Limited Company
A-78901113	BBVA PENSIONES, S.A., EGFP	Pension Fund Management Firm
A-78630779	GESTION DE PREVISIÓN Y PENSIONES, S.A., EGFP	Pension Fund Management Firm
A-48234181	BBVA BROKER, CORREDURIA DE SEGUROS Y REASEGUROS, S.A.	Insurance Brokerage Public Limited Company
A-48051098	BBVA SEGUROS, S.A., DE SEGUROS Y REASEGUROS	Insurer Public Limited Company
A-28597854	BBVA ASSET MANAGEMENT, S.A., S.G.I.I.C.	Collective Investment Institution Management Firm
A-82896895	ALTURA MARKETS, SOCIEDAD DE VALORES S.A.	Securities firm