

# Commercial Dispute Management Service

**Description of the service:** The bank will manage the commercial claims made by the Customer up to 180 days after the date of payment or purchase, in relation to online purchases using the Aqua Más Card of an item, where the total price of the transaction (article, packaging, shipping costs and taxes) exceeds €10, and the item is not as expected (non-conformity) or has not been received (non-delivery) on its confirmed delivery date.

The dispute management service offered by BBVA does not guarantee a favorable outcome for the Customer.

This service does not regulate BBVA's liability as the provider of payment service to the Customer. Any unauthorised or incorrectly completed payments will be subject to specific payment services regulations.

**Non-conformity** is understood to mean:

- The item delivered does not correspond to the one that the Customer paid for with the Aqua Más Card and the business refuses a refund.
- If the item purchased is delivered with a fault (preventing it from working properly), is broken or incomplete and the business refuses a refund.

**Non-delivery** is understood to mean:

- The item acquired is not received on the scheduled delivery date, provided that the item has been paid for, and the business has not given or informed the Customer of new delivery date.

**Exclusions:**

1. Fully or partly customised goods are excluded.
2. Cases specified and warned in the retailer's policies.
3. Damage caused, intentionally or unintentionally, to the item purchased by the Customer or one of their relatives.
4. Late delivery or non-delivery of the goods acquired due to a strike by the post office, courier or shipping company; and other uncontrollable situations such as weather, health, pandemics, wars, etc.
5. Items for professional or business use.
6. Items purchased for resale.
7. Payments made on fake websites or payments made outside the usual sales channels of the retailer are excluded from the service.
8. Online payments made between individuals via second-hand goods trading platforms and websites.
9. Collective purchases, where the business only sends the item when the business reaches a certain number of sales.
10. It does not apply to services (travel, hotels, etc.).

11. betting services, cryptocurrencies, fund transfers, quick loans, etc.
12. Payments made in relation to the following goods or services:
  - a. **Real estate**, including residential properties
  - b. Companies (when buying a company or investing in a company)
  - c. **Industrial machinery** used for manufacturing,
  - d. **Payments made in relation to gold** (whether in its physical form or as a listed value on the stock exchange),
  - e. **Financial products or investments** of any kind, cash equivalent payments, notes or marketable securities, including electronic money, such as gift and prepaid cards,
  - f. **Betting, games** or other activities with a registration fee and a prize.
  - g. **Donations**, including payments to giving or crowdfunding platforms between individuals.
  - h. **Payments intended for a state management company** (except in the case of publicly owned companies) or third parties acting on behalf of state management companies or government bodies.
  - i. **Single-use goods**, live animals, skins, plants, foodstuffs, drinks
  - j. **Motor vehicles** of any type or nature,
  - k. Traveler's checks, transport ticket receipts, transport tickets of any means of transport ,
  - l. Tickets for cultural, sporting or other types of shows, petrol or any other fuel, as well as coupons, deeds, money orders or any other type of documents,
  - m. Jewelry, precious stones, glasses. Item not delivered when the Customer or a third party on their behalf was obliged to withdraw it in person at a point of sale. Payments for purchases in physical stores.
13. Payments in which there are well-founded indications of fraud by the Customer or serious negligence.

#### **Documentation necessary to process the dispute with the retailer.**

- Online purchase receipt or email sent by the retailer confirming the purchase.
- In the case of "Non-delivery" within 15 days from the date given: statement by the customer stating that the insured article has not been delivered.
- In the case of "Non-conformity": delivery not for the item proving that the received item does not correspond to the item purchased online.
- If the Customer returns the item to the store, proof of return.
- In the case of "Non-delivery," proof of the delivery date provided by the retailer. Notification from the retailer indicating that it will not provide a refund.
- In the case of "Non-conformity," proof that the item cannot be returned at no cost to the insured person.

#### **Requirements that the customer must meet in order to use this service:**

- Be the holder of the Aqua Más Credit Card up to date with payment.



- Have paid for the item that meets the requirements with your Aqua Más Card.
- Submit to BBVA the documentation that proving the prior arrangement of the claim with the retailer, in accordance with the previous section.
- Respond within the indicated period to the request for documentation and other information by BBVA.
- Request a resolution of the dispute within 180 days of payment and follow our dispute resolution process.
- Not have received the partial or total refund for the amount claimed or have accepted an alternative solution in relation to your purchase from another source.
- Request the claim through Contact BBVA at 900 10 28 01 or through any BBVA branch.