
	<b>CONSUMER ASSISTANCE MANAGEMENT SYSTEM (CAMS) MANUAL</b>	<b>INITIAL ISSUE DATE</b> December 2020
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## I. INTRODUCTION


Financial consumers play an important role in building a strong and stable financial system. It is therefore crucial to create and cultivate an environment wherein consumers are able to make informed financial decisions as well as perform transactions with the assurance that their rights and personal data are protected. It is also important that consumers are provided with avenues where they raise their concerns regarding the Company's products and services.

The Consumer Assistance Management Systems (CAMS) Manual sets forth the general policies and procedures of the Company in handling of consumer concerns, in compliance with the following regulations:

1. Securities and Exchange Commission (SEC) Memorandum Circular No.5, Series of 2022 – Implementing Rules and Regulations of the FCPA (SEC FCPA IRR);
2. BSP Circular 1160 on Financial Consumer Protection to Implement Republic Act no. 11765, otherwise known as the “Financial Products and Services Consumer Protection Act” (FCPA)

Above regulations were issued to implement measures to protect the following rights of consumers:


- i. Right to equitable and fair treatment of consumers;
- ii. Right to disclosure and transparency of financial products and services;
- iii. Right to protection of consumer assets against fraud and misuse;
- iv. Right to data privacy and protection; and
- v. Right to timely handling and redress of complaints of consumers.

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## II. DEFINITION OF TERMS

<b>Authorities</b>	refer to Bangko Sentral ng Pilipinas (BSP), Securities and Exchange Commission, Department of Trade and Industry (DTI), Credit Investigation Corporation (CIC) or any agency regulating financing operations
<b>Business Units</b>	refers to the units responsible for fulfilling requests and resolving product and/or service-related concerns
<b>Complaint</b>	an expression of dissatisfaction relative to a financial product or service of the Company or its authorized third party agent or representative, in which a response or resolution is expected
<b>Complex complaint /request</b>	a complaint / request which will require more than five (5) banking days to resolve due to the need to conduct thorough investigation involving various units of the Company or for third party intervention, assessment, or verification. Resolution thereof may ideally be achieved within a 30-day calendar period.
<b>Consumer Assistance Officer</b>	a personnel of the Company who interfaces with clients, is accountable for proper handling and/or resolution of customer concerns, and/or is responsible for ensuring their Business Unit's adherence to the Consumer Protection standards of conduct
<b>Cooling-off</b>	a policy or agreement that allows a client to consider the costs and risks of a financial product or service, free from the pressure of the sales team of the financial service provider, and to cancel the agreement without penalty of any kind upon his or her written, electronic or other form of valid notice to the financial service provider during the given period.
<b>Customer Assistance Unit / Helpdesk</b>	manages the Company's published customer service hotline and email address where clients may direct their queries, requests, and/or complaints
<b>Escalated Cases</b>	complaints that require intervention from Senior Management
<b>Financial Product or Service</b>	Refers to financial products or services created, developed and/or marketed by a company, which include, but are not limited to deposits, investments, fund transfers, trust products, loans, payments, remittances and digital financial products or services which pertain to the broad range of financial services accessed and delivered through digital channels. These include products authorized to be cross-sold by financial institutions

<b>Financial Consumer or Customer or Client</b>	refers to a natural or juridical person, or their duly appointed representative, who avails of the various financial product and services of the Company and who may have a complaint, request, or inquiry relative to the Company's products and services. 'Consumer' and 'Customer' are used interchangeably in this policy along with 'Client'.
<b>Inquiry</b>	an act seeking information relative to a financial product or service
<b>Invalid Complaints</b>	complaints that, after investigation, were found to be within the bounds of existing processes, policies, or operating standards
<b>Marketing</b>	Refers to the act of communicating, offering, promoting, advertising or delivering the financial product or service
<b>Product Governance</b>	Refers to systems, procedures and controls in place to design, approve, distribute and assess financial products
<b>Request</b>	an act politely or formally asking for an action to be rendered relative to a financial product or service
<b>Responsible pricing</b>	refers to the pricing, terms, and conditions of financial products and/or services that are set in a way that is both affordable to clients and sustainable for financial service providers by taking into account, among others, client needs and the pricing schemes of the competitors and publicly available information on competitive pricing which conforms to existing laws, rules and regulations
<b>Senior Officers / Senior Management</b>	refer to employees of the Company with a rank of Assistant Vice President and up; refers to officers stated in the financial service provider's bylaws and/or General Information Sheet, as well as those who exercise executive functions affecting the operation of the business, such as the chief executive officer, chief financial officer, chief operating officer, general manager, compliance officer, and other analogous positions.
<b>Simple complaint / request</b>	a complaint /request where an immediate solution, explanation, or action can be rendered by the concerned unit/s within five (5) banking days. A resolution is immediate if it can be resolved within the said period without the need of third-party or external entity intervention. In cases where such complaints/requests cannot be resolved within the prescribed TAT, extension requests shall not exceed 30 calendar days.
<b>Third-party Agent or representative</b>	Refers to a qualified service provider duly authorized and/or contracted by the Company to perform designated activities on its behalf
<b>Valid Complaints</b>	complaints resulting from the Company's incomplete, incorrect, or late execution of established processes or policies. Likewise, these are complaints arising from the Company's failure to anticipate, identify, and mitigate risks in any aspect of its business

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### III. CONSUMER PROTECTION RISK MANAGEMENT SYSTEM (CPRMS)

Following BDO's Guiding Principles on Consumer Protection which served as the framework in defining its Consumer Protection Risk Management System (CPRMS), the Company made sure that Consumer Protection practices are embedded in its operations, and considered in the development and implementation of products and services.

The governance and oversight functions are reinforced by the various roles that own, manage, oversee, or provide independent assurance over Consumer Protection activities (refer to Annex A for the Company's Organizational Structure).

#### A. Board and Senior Management Oversight

The Board is primarily responsible in maintaining an effective oversight of the Company's Consumer Protection policies and programs. Senior management implements the Board-approved strategy and ensures that control mechanisms are effectively in place.

In their respective capacities, they shall have the following responsibilities:

##### Board of Directors (BOD)

- Approves the Company's Consumer Assistance Management System Manual which covers policies and procedures in handling customer concerns, and considers the Company's business model, market, product lines and relationships with third parties which give rise to risks to consumers
- Promote a culture of ethical behavior and ensure adherence to the Consumer Protection Standards of Conduct and all relevant laws and regulations
- Ensures adequate information and actions taken are reported to the board on a regular basis in terms of the measurement of consumer protection-related risks, CAMS reports, compliance with consumer protection standards and requirements, as well as other material consumer-related developments that will impact the financial service provider's consumers. The board shall put in place an effective system where reporting lines are established to promptly detect, analyze, and respond to customer concerns and serious infractions
- Oversees the implementation of and compliance with Consumer Protection policies and procedures by monitoring the performance of Senior Management in managing day-today consumer-related activities of the Company
- Provides adequate resources devoted to Consumer Protection and adopt policies to effectively implement training and competency requirements for officers and personnel, authorized representatives, or any other party acting on behalf of the Company
- Approves a policy on remuneration and compensation packages which encourages responsible business conduct, fair treatment and avoidance/mitigation of conflicts of interest; and performance reviews/assessment which serve as basis for contract renewal for third-party service providers
- Approves product oversight and governance mechanisms designed to ensure that financial products or services meet the needs of financial consumers in target markets or market segments, as well as universal products which are simple to access so as not to exclude vulnerable groups

- Adopts a policy on the imposition of any fees and/or charges of the Company's financial product and/or service to include its basis and rationalization for such fee structure or amount
- Reviews Consumer Protection policies and Code of Conduct periodically to ensure its effective implementation, findings are reported and audit mechanisms are in place
- Ensures regular review of the CAMS Manual for relevance in case of changes in the business model and/or operating environment

### **Senior Management**

- Ensures that approved Consumer Protection policies and procedures are clearly documented, properly understood, and appropriately implemented across all levels and business units, including third-party agents/representatives
- Establishes an effective monitoring and Management Information System (MIS) to promptly identify, regularly measure, aggregate, and analyze Financial Consumer Protection (FCP) related issues to determine the level of Financial Consumer risks, with clear reporting lines and escalation mechanism integrated in the risk management framework from the business unit to senior management and/or board, as needed.
- The MIS shall provide adequate information on the performance and quality of the CAMS process and can identify emerging consumer issues and root cause analysis; determine the level of consumer protection risk exposure; identify in a timely manner consumer risks that may result in financial loss of consumers, legal and reputational risk, and other related risks or consumer detriment; and identify emerging/increasing risks from social media/market monitoring
- Ascertains that weaknesses or emerging risks in consumer protection are addressed, and corrective actions are taken on a timely manner
- Ensures adequate systems and controls are in place to identify consumer issues in all phases of the relationship
- Guarantees observance of expectations and requirements prescribed under relevant regulations on Compliance and Internal Audit
- Ensures that adequate information and actions taken are reported to the Board on a regular basis in terms of FCP-related risks and/or concerns, compliance with the FCP Standards and requirements, as well as other material developments that will impact the Company's consumers
- Provide accessible channels (eg. social media, email, live chat, SMS) for consumers to conveniently lodge complaints, inquiries, and requests.
- Approve internal policies and procedures which considers the principle of responsible pricing.

### **B. Operational Risk Management**

The Company's Operational Risk Policy Manual defines the minimum requirements to identify, monitor, and manage risks that are inherent in the conduct of the Company's business activities and/or delivery of its products and services. These operational risks include Consumer Protection risks.

The Operational Risk Management Unit (ORMU) is responsible for assisting management in the embedding of the operational risk culture, awareness, framework, and implementation throughout the Company.

### **C. Compliance and Internal Audit**

The Compliance Office and Internal Audit, both of which take their authority from the Board's Audit Committee, shall support the BOD in overseeing the Company's adherence to the Consumer Protection policies as well as in ensuring the effectiveness of its application/implementation across all financial product and service offerings.

Their responsibilities are as follows:

**Regulatory Compliance**

- Formulates and maintains the Consumer Protection Compliance Program aimed at preventing or reducing regulatory violations and protecting customers from harm or loss associated with non-compliance

**Internal Audit**

- Updates Audit Program guidelines to include reviews of Consumer Protection practices, adherence to internal policies/procedures, and compliance with existing laws/regulations
- Assesses the effectiveness and adequacy of established policies in meeting Consumer Protection objectives
- Evaluates the effectiveness of the Consumer Assistance Management System

**D. Training and Development**

BDO Human Resources – Training and Development shall own and establish the BDO Group's Consumer Protection Training Program to provide continuing education about Consumer Protection laws, rules, and regulations as well as related policies and procedures to all relevant personnel, specifically to those whose roles and responsibilities involve customer interface.


Client-facing employees are also trained in the products or services offered.

**E. Marketing Communications Group**

The BDO Marketing Communications Group (MCG) shall be responsible for managing the publication of the Company's Consumer Assistance Management Systems (CAMS) channels and applicable timelines through various means, e.g. posting in conspicuous places in branches and offices, or in the Company's websites, leaflets, Terms and Conditions, etc. (refer to Annex B for CAMS channels and timeline disclosures).

MCG shall also be in charge of implementing, as needed, any adhoc dipstick market research study to determine and report customer feedback and overall satisfaction on the Company's products, services, and/or processes. This is usually conducted through a third-party agency.



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#### IV. CONSUMER PROTECTION STANDARDS OF CONDUCT

##### A. Transparency, Disclosure and Responsible Pricing

Disclosure and transparency are the cornerstones of Financial Consumer Protection and are key drivers of trust in financial institutions. Increased trust contributes to consumers' interest to avail of financial services and to their continued patronage of these services.

BDOFC shall exercise full disclosure and utmost transparency, to the extent allowed by applicable laws and regulations, by providing consumers with ready access to key information (i.e., nature and structure of the products or services, its terms and conditions, fundamental benefits and risks) and disclosing conflict of interest throughout the following stages:

##### 1. Pre-Sale

a. Offering documents for products and services shall:

- Contain information needed for the clients to make an informed judgment of the product and service
- Highlight important features and risks of the products and services being offered
- Be priced responsibly based on internal policies and procedures for price-setting, document rationale for the prices set.
- Be provided with adequate information on the type and amount of interest, fees, and other charges for the products offered, including fees and procedures for products with automatic right of cooling-off
- Be made available through various kinds of communication channels
- Be aligned with the consumer's needs, risk profile, requirements and capacity of the consumer
- disclose the option to pre-pay its loans/leases in whole or in part, and disclose the costs/fees for such pre-payment. Reasonable administrative costs for early payment may be charged by the Company and should be justified
- Make available information on bundled products, if any, and the right of the consumer to choose without any pressure. The provider for the bundled product shall also be disclosed
- promote financial education, as well as provide clear information on consumer protection, rights, and responsibilities

b. Advertising and/or marketing materials shall adhere to regulatory requirements, such as the following:

- Avoiding false, misleading, or deceptive statements that may materially and/or adversely affect the decision of the client to avail of a service or acquire a product
- Disclosing the fact that the Company is a regulated entity (i.e., include the name and contact details of the regulator) as well as the contact information of the Company's

complaints handling unit (refer to Annex C for the Statement of Regulation and Contact information)

c. Terms and Conditions must:

- Have all the significant provisions of the financial product or service giving prominence to key features/facts
- Contain information on risks, return, caveat about the financial product or service, any waiver of rights and limitations of liabilities except the rights mentioned under Section 12 of the Financial Consumer Protection Act (FCPA), aftersales service, Financial Consumers' rights and responsibilities, consequences of failure to meet obligations, rights and responsibilities of the Bank, involvement of authorized agents, any conflict of interest by Company staff, cancellation and product portability, among others.
- Include the minimum disclosures, in writing or electronic form, which shall be signed by the client as an affirmation of his receipt and understanding of the disclosure statement
- Clearly state whether interest, fees, charges, and penalties can change over time. The method for computing said interest, fees, charges, and penalties shall be disclosed consistent with existing regulations.

Any change in the terms and conditions shall be provided to the consumer.

Financial consumers shall be given, either in physical or digital forms, a copy of each of the documents they signed or consented to, including, but not limited to, the contract containing all the terms and conditions. Financial consumers shall also be provided with electronic copies of the proof of transaction immediately after the transaction has been completed.

## 2. Sale

a. Terms of the Contract, Rights, and Obligations

- The Company shall communicate with the customer in a manner where they can understand the terms of the contract and their rights and obligations. Techniques shall be utilized whenever necessary to address literacy limitations.
- Customers shall be provided adequate time to review the terms and conditions, ask questions, and receive additional information prior to signing contracts or executing a transaction.
- The Company shall adequately inform the clients of their responsibilities as users of financial products and services.
- Documents signed by the client should be completely filled out and have no blank terms.

a. Proof of Transaction

- The customer must be given a copy of each of the documents he/she signed including but not limited to the contract, with all the terms and conditions
- Proof of transaction must be provided to customers, whether printed or electronic copy at the option of the customer, immediately after the completion of a transaction (e.g. proof of payment or receipts)

## 3. Post-Sale

a. Customers shall be:

- Updated with relevant information, free of charge, in a clear, understandable, comprehensive, and transparent manner, for the duration of the contract
- Regularly provided with a Statement of Account or Billing Statement which bears the official seal and/or letterhead of the Company and contains the following information:
  - opening and closing balances
  - any transactions made during the period
  - details of the interest applied on the account, if any

- details of the fees, exchange rate and other charges incurred by the customer in each transaction, if any; and
- any changes applied to the interest rates, charges, or fees, if any
- Provided with a written or electronic notice, certification, or other closing statement upon culmination or termination of the contract or agreement
- Notified in writing (or electronic form) and through other channels of any change in:
  - Interest rate to be paid or charged on any account of the customer as soon as possible.
  - A non-interest charge on any account of the customer within a number of days as provided under existing regulations prior to the effective date of change.
- Allowed to exit a contract without penalty, provided such right is exercised within the prescribed cooling-off period

## **B. Privacy and protection of client data**

Personal and financial information, when misused or inadequately protected, can result in fraud, identity theft, and other issues that can significantly affect the Company's reputation.

BDOFC shall be responsible for the protection of its customers' financial and personal information obtained in the course of a transaction by employing appropriate control and protection mechanisms. These mechanisms, as well as the data protection policies that the Company's employees must adhere to, are defined in the company's Data Privacy Manual.

The company shall post its privacy policy statement in its website, for the clients' information.

## **C. Fair and respectful treatment of clients**

The Company recognizes the need to earn the trust and confidence of its financial consumers. Thus, the Company shall deal fairly and honestly with its customers at all stages of their relationship with the Company.

The Company shall ensure that financial products and services offered to consumers take into account their financial needs and objectives, risk profile, and financial capabilities. The Company shall likewise ensure that a balanced view of the benefits and advantages of the products and services are presented alongside the disadvantages & risks.

The Company shall continue institutionalizing a culture of fair, honest, professional and responsible treatment of its customers, without any discrimination on the basis of age, race, etc., by ensuring that organizational values and standards of conduct foster consumer protection.

### **1. Terms and Conditions**

- a. The Terms and Conditions shall not include significant imbalance in the parties' rights and obligations under the contract, to the detriment of the client.
- b. Ambiguities in contractual terms and conditions shall be construed in favor of the client.
- c. Include information on cooling-off.
- d. The Terms and Conditions shall not:
  - Be amended without adequate notice and/or without specifying the circumstances in which this may occur and/or does not provide a right of termination when such amendment occurs
  - Renew a fixed term contract without reasonable notice or conversely, terminate an open-ended contract without adequate notice to the client
  - Permit the Bank to unilaterally determine whether a contract has been breached or impose an unreasonable penalty for a breach of contract
  - Bind the clients to other terms that they cannot realistically familiarize themselves with before the contract is executed
  - Permit the Company to assign the contract to the detriment of the customer without their consent

## 2. Products and Services

Product oversight and governance mechanisms shall be done to oversee the appropriate design and delivery of financial products and services ensuring that these will meet the needs of the clients in the target markets.

Product oversight and governance refer to systems, procedures and controls in place to design, approve, distribute and assess financial products and services

- a. The Company shall design products and services that meet the needs of its target markets.
- b. A client suitability test shall be conducted, when necessary, to assess the client's suitability for a product and risk profile. If the requested products do not match a client's risk tolerance assessment results, there should be a disclosure of consequences, either written or digital, for acceptance of the client.
- c. Product bundling should take into consideration product suitability and should not unduly limit consumer choice.
- d. The company shall not employ abusive collection or debt recovery practices against its consumers.

## 3. Cooling-off Period

- a. The Company shall provide customers who are natural persons with a "cooling-off" period, as may be appropriate, to consider the costs and risks of the product, free from the pressure of the sales team, and to cancel the agreement without penalty of any kind upon his/her written, electronic or other form of valid notice to the Company during the given period.
- b. The cooling-off period shall be **THREE (3) business days immediately following the submission of any agreement or contract, provided in case the proceeds for Loans/Leases were already released to the dealer or third party, the proceeds shall also be returned by the dealer/third party to the Company.**
- c. During the cooling-off period, consumers shall be permitted to cancel the agreement without penalty of any kind upon his or her written notice to the Bank. The Company may collect reasonable amount of processing or administrative fees and recover any loss incurred by the Bank arising from client's cancellation of agreement. The Business Unit shall determine the standard fees and charges, as well as procedures, for each product in case the cooling off period is exercised.
- d. If a consumer requests the return of a product/service contract, the Company shall return the amount paid, including documents submitted, within a maximum of 15 business days from receipt of notice to withdraw or return. Charges may be withheld from the refund but should not be greater than actual or reasonable approximation of costs incurred by the Company.

## 4. Personnel Recruitment and Training

Through BDO Human Resources Group, the Company shall align its recruitment and training policies around responsible, fair, and professional treatment of clients.

- a. The Company shall adopt a risk-focused screening process for its pre-employment or background checks based on factors like the position to be filled, responsibilities associated with such position, reputational, and Consumer Protection risk implications.
- b. Staff and third party agents shall receive adequate training suitable for the complexity of the financial product or services they sell and are able to explain key features, risks, terms and costs, including statutory and regulatory requirements
- c. Company personnel involved in collections, as well agents contracted for the purpose, shall receive training in acceptable debit collection practices and loan recovery procedures.

## **5. Employee Code of Conduct on Financial Consumer Protection**

The Company shall incorporated in its Code of Conduct the values that protect and uphold Consumer Protection and have a process in place to detect, respond to, and establish sanction on violations thereof. Company personnel and authorized agents/representatives shall not:

- a. Use deceptive or aggressive sales techniques or force clients to sign contracts or rush into a financial deal without the benefit of shopping around
- b. Employ abusive collection or debt recovery practices against customers
- c. Discriminate or take advantage of difficulties faced by vulnerable groups such as low income earners and persons with disability
- d. Employees and third party agents are prohibited from employing abusive collection or debt recovery practices against consumers.

## **6. Third Party Outsourcing, Authorized Agents and Representatives**

- a. The Company shall perform appropriate due diligence before selecting authorized/outsourced parties, taking into account their integrity, professionalism, financial soundness, operational capability and capacity, compatibility with the Company's corporate culture and ability to implement controls to monitor the agent's performance on a continuous basis.
- b. All data being handled, processed, and/or stored through an outsourcing arrangement shall be included in the Company's data inventory and data classification process.
- c. The Company shall retain exclusive ownership of its client records and data already referred to collection agencies, counsels, and other third party agents.
- d. Third party representatives are expected to observe good faith, reasonable conduct and refrain from engaging in unscrupulous or untoward acts. They shall treat consumers with professional competence, fairly and reasonably.

The Company is responsible for the acts or omission of its directors, officers, employees or agents in marketing and transacting with its customer, and is solidarily liable with the authorized third party service provider, including debt collection services.

The Company will continue to comply with BSP Guidelines on outsourcing, as well as relevant laws, rules and regulations, and shall conduct appropriate due diligence prior to selection based on integrity, professionalism, financial soundness, operational capability and capacity, similar corporate culture, and ability to implement controls to monitor performance continuously.

## **7. Remuneration Structure**

The remuneration structure for the Company's staff and authorized agents shall encourage responsible business conduct, fair treatment, and avoidance or mitigation of conflicts of interest.

- a. The Company shall ensure that mechanisms to manage and resolve actual conflicts of interest are in place.
- b. Ethical behavior, professional conduct, and quality of interaction with customers are to be considered in the staff performance evaluation.

## **D. Financial Consumer Protection Assistance Mechanism (FCPAM) / Effective Recourse**

Essential to an effective Financial Consumer Protection framework is an accessible and efficient recourse mechanism that allows consumers to know and assert their rights to have their complaints addressed and resolved within a reasonable timeframe.

The BDOFC-Marketing Customer Assistance Unit (CAU), which is the Company's lead in its Consumer Assistance Management System, shall monitor adherence of business units to established standard operating procedures and service level agreements in handling customer concerns. CAU shall also be responsible for reporting relevant trends and analytics to the Senior Management and the Board thru the Company's Risk Management Committee (RMC) on a periodic basis.

The Marketing Consumer Assistance Unit (CAU) shall be designated as the overall Consumer Assistance Group of the Company.

#### **Designation of Consumer Assistance Officers:**

Each Business Unit dealing with financial consumers shall designate a Consumer Assistance Officer (CAO) who shall be responsible for the receipt and resolution of consumers' concerns pertaining to their products and services. As necessary, the concerned CAO shall obtain the necessary approvals following the business unit's latest approval matrix.

The Company shall provide periodic trainings to equip designated Consumer Assistance Officers (CAOs) as well as customer-facing personnel with the necessary skills for the effective discharge of their functions. These trainings shall consist of modules which will enhance the CAOs' and customer-facing personnel's interpersonal communication and relationship skills, and knowledge of BDOFC's corporate structure, products and services.

The CAOs shall be equipped with a complaints tracking system<sup>1</sup> to facilitate the tracking and resolution of consumers' concerns within the prescribed period.

*Please refer to Exhibit 1 – Complaints Tracking System Template of CAOs and Exhibit 3- Complaints Classification*

#### **E. Protection of Consumer Assets against Fraud and Misuse / Information and Security Standards**


The Company shall keep financial transactions, as well as relevant personal information disclosed in the course of a transaction, of its customers confidential and secure. Timely transaction notifications to curtail and/or detect unauthorized transactions shall be sent to clients.

To the extent allowed by existing laws, rules, and regulations, the Company shall provide assistance and clear information on the actions taken or to be taken on a complaint from a client involving fraudulent or unauthorized transactions by:

- Providing customers with reliable reporting channel/s available 24/7
- Communicating the claim resolution process in a timely and transparent manner
- Evaluating any claim made by any accountholder in relation to any disputed transaction for purposes of resolving the claim or assessing the parties' liability

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<sup>1</sup> A manual log/database to record the complaints and facilitate tracking and resolution of their consumers' concerns.

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**V. CONSUMER ASSISTANCE CHANNELS**

The Company shall have Consumer Assistance or feedback facility in its various channels where financial consumers may raise their inquiries, requests, or complaints.

The Company shall ensure that financial consumers are aware on how to lodge their concerns (e.g. walk-in, letter, e-mail, telephone, etc.), and where to lodge them (e.g. BDO branches, hotline, social media page, website).

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## VI. CONSUMER ASSISTANCE PROCESS

Financial consumer complaints shall be received, acknowledged, investigated, and resolved in accordance with the Company's process on handling customer concerns (refer to Annex D for the General Complaints Handling Workflow and Annex I for the detailed Procedures).

### A. Acknowledgement

Upon receipt of the complaint, the attending Consumer Assistance Officer shall acknowledge the same, obtain and record all necessary data, and explain to the customer in clear and plain language BDOFC's consumer assistance process and timelines.

### B. Review and Investigation

The designated Consumer Assistance Officer shall resolve and respond to the complaint or, if beyond his/her scope of authority, endorse the complaint to the concerned BDOFC group/unit or third party for investigation and resolution.

If the investigation cannot be completed within the prescribed period, the Business Unit shall notify the client of the need for an extension in TAT, reason thereof, and estimated date when the customer can expect feedback.

### C. Feedback / Complaint Escalation

Cases escalated to the Company's Board of Directors or Senior Officers shall be referred to the Head/s of the concerned Business Unit/s (BU), who in turn, shall make sure that these are acted upon with urgency.

### D. Cases Referred by Regulators/Authorities

Regulators/authorities are second-level recourse mechanisms for financial consumers. Referred cases shall be endorsed to the respective BU, who in turn, shall ensure that concerns are responded to accurately, completely, and within the period prescribed (Refer to Annex E for the applicable BSP-Consumer Assistance Mechanism, Mediation, and Adjudication timeline and Annex H for the SEC Consumer Assistance Mechanism).

### E. Referrals from BDOFC Directors, Senior Officers and the Authorities

Customer complaints received by BDOFC SM/Directors & Employees, BDO Contact Center/Employees and the Authorities shall be handled as follows:

Recipient of Request / Complaint	Prescribed Handling
<b>a. BDOFC Directors &amp; Senior Officers</b>	To be referred to the designated CAOs
a.1 Complaints received via e-mail	Note: The designated CAOs shall acknowledge receipt of complaint via e-mail, copy furnished the personnel/ office that referred the complaint, and Marketing-CAU.
a.2 Complaints received via phone call or SMS	



a.3 Complaints from walk-in customers	
a.4. Complaints received from BDO Contact Center/BDO Social Media Accounts	
<b>b. The Authorities</b>	<p>To be coursed thru the following e-mail address managed by Marketing - CAU:  <u><a href="mailto:help-bdofinance.bdo.com.ph">"help-bdofinance.bdo.com.ph"</a></u></p> <p>Note: Marketing - CAU shall be responsible for monitoring the cases referred by the Authorities until its resolution.</p>

**F. Communication of Resolution**

Final resolution shall be communicated to the client in simple and clear language. The Company shall also provide the customer with other possible remedies/options available to them.

Resolved cases shall be closed as follows:

<b>Case Type</b>	<b>Unit Responsible for Closure</b>
Regular cases received by CAOs (including cases referred by the BDO Contact Center, BDOFC Senior Officers, Directors, Employees and Social Media <sup>7</sup> )	Concerned Business Unit (BU) <sup>8</sup>
Cases referred by the Authorities	Marketing- Consumer Assistance Unit (CAU)

**G. Turn-around Time (TAT)**

Resolution of complaint, including communication of feedback to the client, should not exceed the defined TAT for each case type. For cases that require more time to resolve vs. the originally committed TAT, the concerned clients must be notified accordingly.

**G. Service Level**

The Business Units are expected to resolve requests and/or complaints within the prescribed TAT.

**H. Conflict of Interest**

The Business Units shall ensure that individual/s who is/are the subject of a complaint shall not be directly or indirectly involved in the conduct of investigation to maintain objectivity and integrity of the complaint's resolution.

**I. Confidentiality**

Information acquired from the consumer in all stages of the complaint shall not be disclosed to a third party except as may be required by the conduct of the Company's investigation.

**J. Assistance to Persons with Disabilities (PWDs) and non-English Speakers**

The needs of Persons with Disabilities (e.g., those with learning difficulties, people who are deaf or hard of hearing, the visually impaired, etc.) and non-English speakers shall be taken into account to ensure their understanding of the extent of assistance the Company may extend to them.

**K. Interface with Regulators**


Consumers dissatisfied with the Company's response or action may seek assistance from the BSP's designated unit on Financial Consumer Protection or the SEC's i-Message Mo Facility in its website for consumer complaints, inquiries and requests.

**L. Outsourcing of Handling of Customer Complaints**

In the event that complaints management is outsourced, the Company shall conduct due diligence aligned with the Outsourcing policies of the Company. The Company shall comply with all rules and regulations governing consumer assistance activities performed by the vendor. Further, the Company shall monitor and undertake regular reviews of the vendor's performance to ensure quality and efficient handling of customer concerns.

**M. Customer Feedback**

Customer Feedback shall be obtained, subject to the willingness of the customer, then analyzed to improve the quality of service and enhance personnel capabilities in handling complaints (refer to Annex F for sample Customer Feedback Notice).

	<b>CONSUMER ASSISTANCE MANAGEMENT SYSTEM (CAMS) MANUAL</b>	<b>INITIAL ISSUE DATE</b> December 2020
	<b>SECTION NAME</b> COMPLAINTS MANAGEMENT AND REPORTING	<b>REVISION DATE</b> November 29, 2023
	<b>SUB-SECTION</b>	<b>REVISION NO.</b>


## VII. COMPLAINTS MANAGEMENT AND REPORTING

### A. Complaints Recording and Data Management

1. An up-to-date log and record of all customer complaints shall be kept and maintained by the Customer Assistance Unit and Consumer Assistance Officers of the different business areas.
2. The Company shall maintain copies of the complaints/requests received, including supporting and other relevant documents, for a minimum period of two (2) years from the date of resolution.
3. Complaints / Requests / Inquiries received from the consumers shall not be disclosed to a third party, except as may be required by the conduct of the Company's investigations.
4. Complaints management during a BCP scenario shall be handled following the BDO Enterprise's Overall Business Continuity Plan.

### B. Complaints Reporting


1. A consolidated complaints report shall be prepared by the Marketing Customer Assistance Unit and presented in the monthly CAO meeting. A copy of the said report as well as the minutes of the meeting shall be shared with the Company's Management Committee via e-mail.
2. The Company-wide Quarterly Report shall be presented by the Marketing Department Head to the Board of Directors through the Risk Management Committee.
3. Identification and analysis of emerging Consumer Protection risks that pose potential impact to the Company shall be conducted regularly. Material developments, if any, shall be escalated to Compliance, Risk Management Office, and Senior Management for proper action.

	<b>CONSUMER ASSISTANCE MANAGEMENT SYSTEM (CAMS) MANUAL</b>	<b>INITIAL ISSUE DATE</b> December 2020
	<b>SECTION NAME</b> EXCEPTION HANDLING	<b>REVISION DATE</b> November 29, 2023
	<b>SUB-SECTION</b>	<b>REVISION NO.</b>

**VIII. EXCEPTION HANDLING**

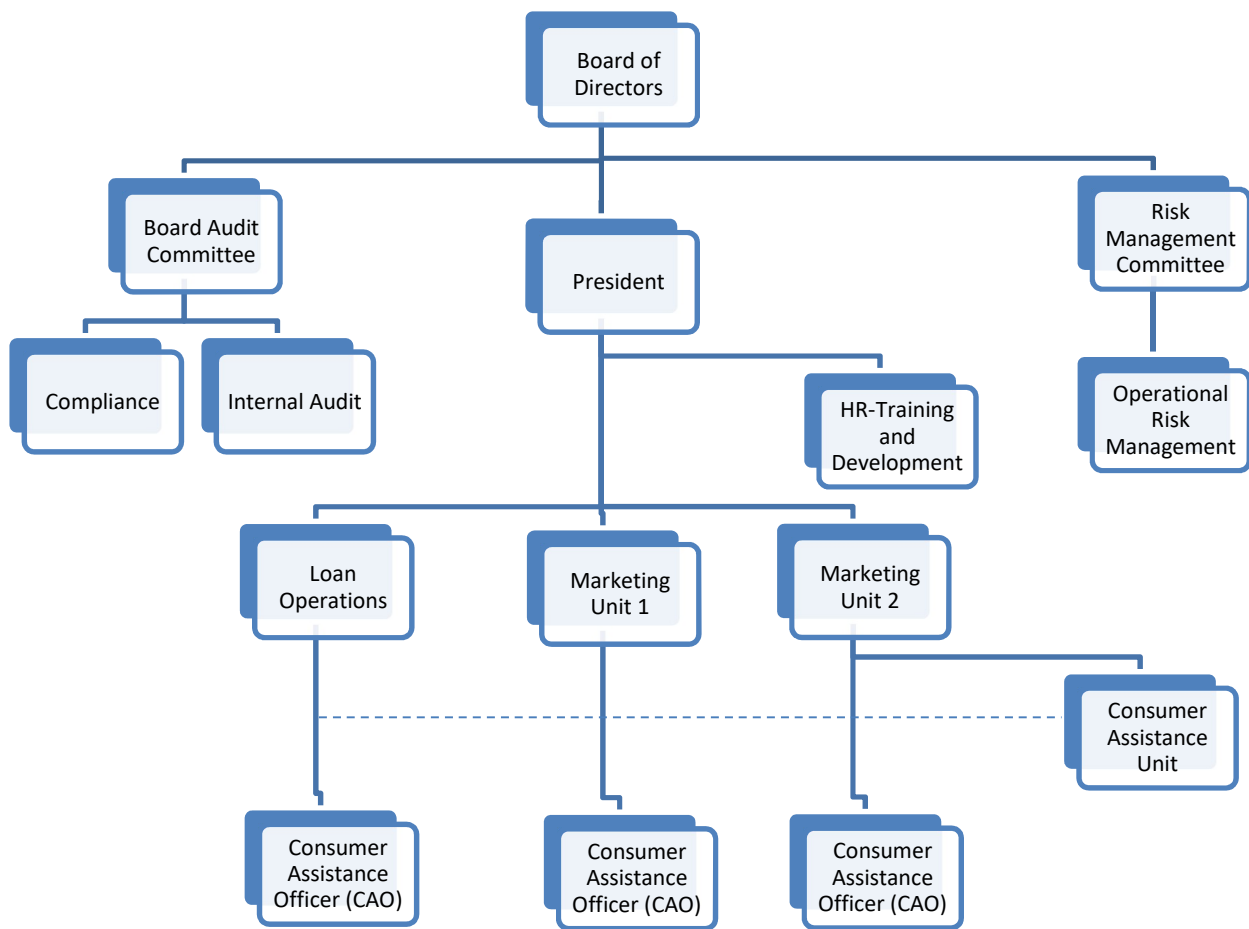
Deviations from the provisions found in this policy and related standards except those lifted or adopted from MORBNBFI shall require the recommending approval of:

- Marketing Department Head;
- Compliance Officer; and
- Operational Risk Head

	<b>CONSUMER ASSISTANCE MANAGEMENT SYSTEM (CAMS) MANUAL</b>	<b>INITIAL ISSUE DATE</b> December 2020
	<b>SECTION NAME</b> ANNEXES AND EXHIBITS	<b>REVISION DATE</b> November 29, 2023
	<b>SUB-SECTION</b>	<b>REVISION NO.</b>

**IX. ANNEXES**

**ANNEX A: ORGANIZATIONAL CHART**



## **ANNEX B: CAMS Channels and Turn-around Time**

The Company shall be responsible for notifying consumers on the available means / channels where complaints, requests or inquiries may be communicated for resolution. Such notification shall be disseminated via the Company's official website, welcome kits, statements of accounts, marketing collaterals, or other appropriate means as determined by the business units.

The following channels are available for the consumers:

- BDO FC Website
- BDO FC Marketing-MIS/ Consumer Assistance Unit
- BDO Contact Center
- BDO Social Media Accounts

### **A. BDOFC Consumer Assistance Channels**

#### **1. BDOFC Consumer Assistance Officers Contact Numbers**

(02) 8840-7000 local 45303 or 45410

(02) 8688-1288 local 45303 or 45410

**Email Address:**

**help-bdofinance.bdo.com.ph**

#### **2. BDOFC Website**

<https://www.bdo.com.ph/leasing/bdofinance>

#### **3. BDO Customer Contact Center**

BDO: (Intl. Access Code) +800-8-6318000

BDO: (+632) 631-8000

Domestic Toll-Free Nos:

1-800-10-631-8000 (PLDT)

1-800-3-631-8000 (Digitel)

1-800-8-631-8000 (Globe Landline)

1-800-5-631-8000 (Bayantel)

Email : [callcenter@bdo.com.ph](mailto:callcenter@bdo.com.ph)

#### **4. BDO Social Media**

<https://www.facebook.com/BDOUnibank/>

<https://www.facebook.com/BDOKabayan/>

## B. Turn-around Times

Consumer concerns should be resolved at the first point of contact to the extent possible. Complaint cases shall be handled in an objective and expeditious manner.

The Company shall exhaust all internal remedies within the bounds of its internal policies to address customer complaints.

Consumer concerns shall be acknowledged, recorded, investigated, resolved fairly & consistently, and closed within the prescribed turnaround time (TAT) or reasonable timeframe, as follows:

<b>Activity</b>	<b>Simple Cases</b>	<b>Complex Cases</b>
Acknowledgment	Within 2 calendar days	Within 2 calendar days
Processing and resolution (assess, investigate, and resolve)	Within 7 calendar days	Within <b>30</b> calendar days from receipt of request / complaint
Communication of resolution	Within 2 calendar days after case resolution	

### Notes:

1. Prescribed TAT shall be reckoned from the date of receipt of complaint.
2. In case additional information is required to facilitate investigation and the customer failed to respond after two (2) follow-ups, the concerned CAO shall send the Unit's final response to the Marketing - CAU and the customer (copy-furnished Compliance) documenting such.
3. In cases where complaints cannot be resolved within the prescribed TAT, the concerned CAO shall notify the customer, copy-furnished the concerned authority (as applicable), on the extension needed to provide the resolution, indicating the reason for extension, and the expected date of resolution.

### **Annex C: Statement of Regulation and Contact Center Information**

BDO Finance Corporation is regulated by the Securities and Exchange Commission (SEC) and supervised by the Bangko Sentral ng Pilipinas (BSP).

SEC: Tel No.-02-5322-7696; Email- [imessagemo@sec.gov.ph](mailto:imessagemo@sec.gov.ph)

BSP: <https://www.bsp.gov.ph/>

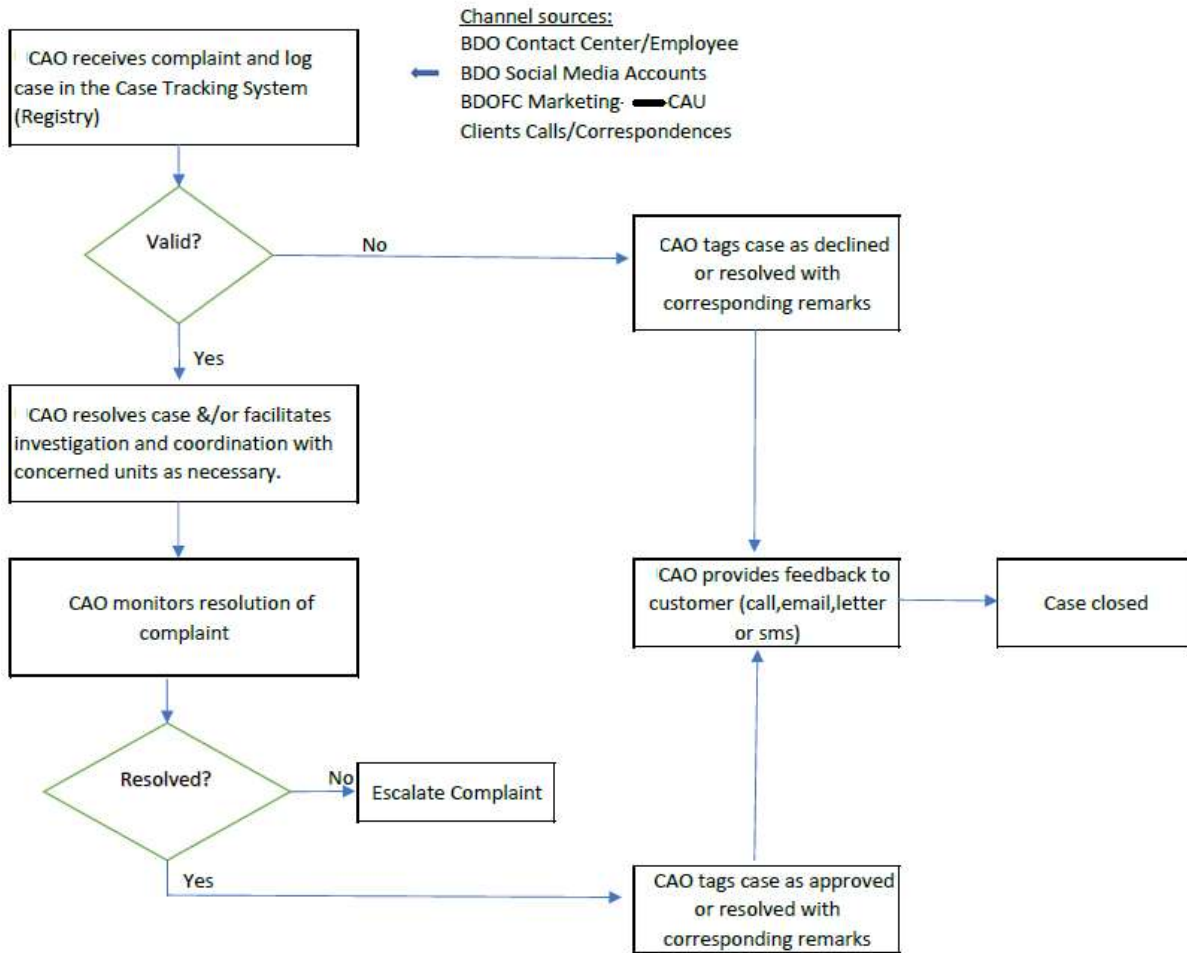
For any concerns, please contact the following numbers:

- For Home Loan Accounts: (02) 8840-7000, 8688-1288 local nos. 45487; 45465
- For Finance Leases, Operating Leases and other concerns: (02) 8840-7000, 8688-1288 local nos. 45410; 45408

Or email [help-bdofinance@bdo.com.ph](mailto:help-bdofinance@bdo.com.ph)



## Annex D: General Complaints Handling Workflow



## Annex E: BSP-CAM, Mediation and Adjudication

BSP-CAM	Acknowledgment	Answer	First Reply	Second Reply	Termination
	BSP shall acknowledge receipt of complaint. The acknowledgment may include request for additional details, relevant documents, etc.	BSI shall provide its answer directly to the complainant, cc: BSP	Within thirty (30) days from the date of receipt of the BSI's Answer, the Complainant may file a Reply with the BSP	Within ten (10) days from the date of receipt of the BSI's Rejoinder to the First Reply, the Complainant may file a Second Reply	<ul style="list-style-type: none"> <li>Upon client's voluntary withdrawal</li> <li>No reply received from client within 30 days from BSI's last response</li> <li>The Bank's failure to respond within prescribed period</li> <li>Voluntary agreement of the Bank and the client to proceed directly to Mediation</li> <li>Non-receipt of client's consent to conduct mediation within 5 days</li> <li>If after 2 Replies, client remains dissatisfied with the Bank's response/action and requests BSP, in writing, for mediation or adjudication.</li> </ul>
<b>Prescribed TAT for BDOFC to reply</b>		15 days after receipt of BSP referral	Within 10 days upon receipt of the Rejoinder	Within 10 days upon receipt of the second Rejoinder	
MEDIATION	Requirement	Schedule	Proceedings	Mediation Period	Termination
	<ul style="list-style-type: none"> <li>Client has previously availed of BSP-CAM</li> <li>Filed by the real-party interest or authorized rep</li> </ul>	Initial mediation shall be set within 10 days from expiry of the period for the BSP to issue a Notice of Mediation (i.e., 10 days from the Mediator's receipt of BSP-CPMO referral)	The mediation proceedings shall be conducted virtually or through online video conferencing.	The mediation shall be for a period of 50 days, reckoned from the date of the initial mediation conference.	<ul style="list-style-type: none"> <li>Failure of the parties to appear in 2 consecutive scheduled mediation sessions despite due notice and without any valid reason</li> <li>Execution of a Settlement Agreement signed by the parties, attested by the Mediator</li> <li>Declaration of failure of mediation by the Mediator</li> </ul>
ADJUDICATION	Answer	Preliminary Conference Brief	Filing of Position Papers	Decision and Motion for Reconsideration	Dismissal
	The Bank shall serve on the Complainant and file with the BSP a verified Answer within a non-extendible period from receipt of summons	<p>The Adjudicator shall issue a notice to the parties within 15 days from receipt of the Answer.</p> <p>The client and the Bank shall file with the BSP and furnish each other of their Preliminary Conference Briefs.</p>	An order to submit a position paper with supporting documents shall be issued by the Adjudicator.	<p>The Adjudicator shall render a decision within 60 days from the issuance of the order submitting the case for resolution.</p> <p>A party may move for a reconsideration, of a decision or order of the Adjudicator</p>	<ul style="list-style-type: none"> <li>Lack of jurisdiction over the subject matter</li> <li>Lack of cause of action</li> <li>Failure to undergo BSP-CAM</li> <li>Forum shopping</li> <li>The matter that has been adjudicated by a competent court and may not be pursued further by the same parties</li> <li>Withdrawal of formal complaint</li> <li>Failure of the Complainant to appear in the preliminary conference without valid ground</li> <li>Failure of the Complainant to submit Preliminary Conference Brief without valid ground</li> </ul>
<b>Prescribed TAT for BDOFC to reply</b>	Within 30 days after receipt of summons	5 days before the date of the Preliminary Conference	On or before the date set by the Adjudicator, within 30 days from the date of termination of the Preliminary Conference	Within 10 days from receipt of the Decision Order or Motion for Reconsideration	

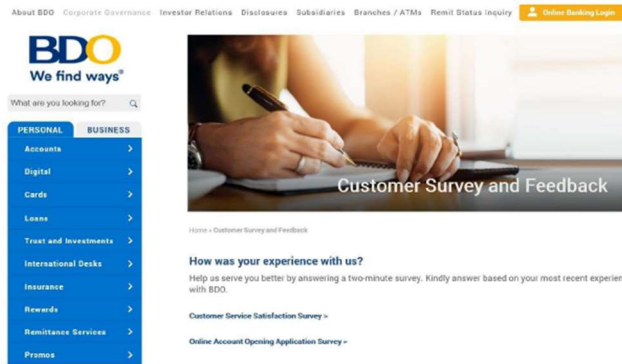
## Annex F: Customer Feedback Notice

Feedback from consumers shall be encouraged at all times. Existing guidelines on obtaining and handling consumer feedback shall be observed.

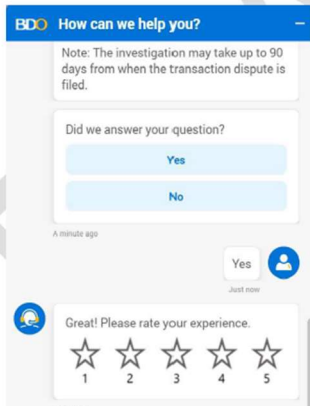
- BDOFC Website Contact Us Page

<p><b>Required fields*</b></p> <p>Are you a BDO customer? *</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>If yes, specify the product availed (ex. savings/checking, credit card, loans, etc)*</p> <p>_____</p> <p>Title - None - ▾</p> <p>First Name *</p> <p>_____</p> <p>Middle Name</p> <p>_____</p> <p>Last Name *</p> <p>_____</p> <p>I am located at*</p> <p>Province *</p> <p>- Select - ▾</p> <p>City *</p> <p>_____</p> <p>Phone Number *</p> <p>_____</p> <p>Email Address *</p> <p>_____</p> <p>Subject *</p> <p>_____</p> <p>NOTE: For BDO Rewards, HR and Trust &amp; Investment queries, kindly click the link to go to specific page.</p> <p>Questions / Suggestions *</p> <p>_____</p>	<p>BDO Finance Corporation and BDO Rental, Inc. supports the Consumer Protection Program. For any request, inquiry or complaint, you may call or send an email to the following:</p> <p>Contact Numbers:</p> <ul style="list-style-type: none"> <li>For Home Loan Accounts: (02) 8840-7000, 8688-1288 local nos. 45487, 45465</li> <li>For Finance Leases, Operating Leases and other concerns: (02) 8840-7000, 8688-1288 local nos. 45410, 45406</li> </ul> <p>Email Address: <a href="mailto:help-bdofinance@bdo.com.ph">help-bdofinance@bdo.com.ph</a></p> <p>BDO 熱線中文服務 BDO Customer Contact Center's Chinese Language Services 如有任何銀行需求, 請撥打(02) 8631-8000, 接聽後, 請按指示語音選擇按鍵: 按1: BDO Philippines Customers (菲律賓客戶) 按6: Chinese Language Services (中文服務) 中文服務營業時間: 信用卡: 週一至週日, 上午6:00至晚上10:00 其他產品服務: 週一至週五, 上午8:30至下午05:30 營業以外的時間為英語服務。</p> <p>BDO 한국헬프데스크 한국어로 상담하세요 +63(2) 8663-4000 월요일 ~ 금요일 (오전 8시30분 ~ 오후 6시) 이메일: <a href="mailto:koreadeskhelpdesk@bdo.com.ph">koreadeskhelpdesk@bdo.com.ph</a></p> <p>BDO ジャパンヘルプデスク BDO Japan Help Desk's Japanese Language Services 日本語で対応いたします。 電話 +63(2) 8663-4001&lt;平日 8:30 - 18:00&gt;</p>
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- BDO Website and Web Chat



- Web Chat



**Annex G: Prescribed Report Deadlines**

**A. INTERNAL REPORTS**

1. The Marketing - CAU is responsible for collating, analyzing, and reporting consumer concerns, on a quarterly basis, to Senior Management and the Board of Directors (through the Risk Management Committee). Data sources shall be the Monthly Complaints Reports from CAOs.

*Please refer to Exhibit 2– Quarterly Complaints Report Template*

Note : CAOs must submit a monthly report using the prescribed template to Marketing-CAU based on reported consumer concerns as logged in the Complaints Tracking System (CTS). Marketing-CAU / Designated CAOs shall maintain a register of handled complaints/requests/inquiries including supporting and other relevant documents, for a minimum period of five (5) years from the date of resolution.

2. Based on the data from the complaints tracking reports received from the CAOs, Marketing - CAU shall prepare consolidated reports as follows:

Monthly Report	Quarterly Report
<ol style="list-style-type: none"> <li>1. Total company transaction and total logged cases</li> <li>2. Breakdown of logged cases into inquiries, request and complaints</li> <li>3. Channels used for complaints</li> <li>4. Summary of BSP-referred cases</li> <li>5. Service Level Performance</li> <li>6. Top valid complaints with the causes and solution</li> </ol>	<ol style="list-style-type: none"> <li>1. Total company transaction and total logged cases</li> <li>2. Breakdown of logged cases into Inquiries, requests and complaints</li> <li>3. Quarter on quarter trends</li> <li>4. Top valid complaints with causes and solution</li> </ol>

Note: The report shall likewise be used by concerned units of the Company (e.g., Risk Management Unit, Compliance, etc.) as reference to analyze trends, identify problems and potential risks, if any, and provide appropriate solutions.

3. To facilitate the reporting process, the following schedule shall be observed by concerned units:

ACTIVITY	PERSONNEL / UNIT RESPONSIBLE	FREQUENCY	SCHEDULE OF SUBMISSION/ PRESENTATION
Submission of report to Marketing - CAU thru email (for selected BUs with CAO)	Designated CAO	Monthly	10 <sup>th</sup> calendar day of the following month (or on the next working day if the 10th day falls on a weekend or holiday)
Submission of consolidated report to Senior Management thru email	Designated Marketing-CAU personnel	Monthly	within seven (7) working days after the CAOs meeting
Presentation to the Board of Directors	Designated Marketing-CAU personnel / Head (coursed thru the Risk Management Committee)	Quarterly	Dependent on the schedule provided by RMC/Board

**B. EXTERNAL REPORTS**

<b>REPORT</b>	<b>PERSONNEL / UNIT RESPONSIBLE</b>	<b>RECIPIENT</b>	<b>FREQUENCY</b>
List of Authorized Third-party service provider/s who handles debt collection, marketing and/or transacting with financial consumers	Compliance Unit	SEC	In case with updates

## **Annex H: SEC Complaints Handling Mechanism, Mediation and Adjudication**

Consumers who are unsatisfied with the handling of its complaints, inquiries and requests, may elevate concerns to the SEC, through its authorized operating department; Provided that complaints may be elevated as follows:

1. After 30 days from initial submission without the complaint/inquiry being resolved; and
2. Within 15 days from finding the Company's actions to resolve the case, unsatisfactory.

### **Consumer Redress or Complaints Handling Mechanism**

The Securities and Exchange Commission (SEC), through its authorized operating department, provides efficient and effective consumer redress or complaints handling mechanisms such as mediation, conciliation, or other modes of alternative dispute resolution to address conflicts between financial consumers and service providers. The financial consumer may avail of the mechanism prior to adjudication.


### **Adjudication**

The SEC, through its authorized operating department or body, has the authority to adjudicate actions arising from or in connection with financial transactions that are purely civil in nature, and the claim or relief prayed for by the financial consumer is solely for payment or reimbursement of a sum of money not exceeding the amount of Ten million pesos (Php10,000,000.00).

The decision of the SEC in the adjudication shall be final and executory, and may not be restrained or set aside by the courts except on petition for *certiorari* on the ground of grave abuse of discretion, or lack or excess of jurisdiction of the Commission. The petition for *certiorari* may only be filed within ten (10) days from receipt by the aggrieved party of the decision: *Provided*, That the aggrieved party may file the petition with the Court of Appeals. The decision of the authorized operating department or body is not appealable to the Commission *En Banc*.

The SEC, through its authorized operating department or body, may order the payment or reimbursement of money which is the subject of the action filed before it. The Commission shall have the power to issue *subpoena duces tecum*, and to summon witnesses to appear in its proceedings, and, when appropriate, to order the examination, search and seizure of all documents, and books of accounts of any entity or person under investigation as may be necessary for the proper disposition of cases pending before the Commission. Further, the Commission shall have the authority to punish for contempt, both directly and indirectly, in accordance with the pertinent provisions of and the penalties prescribed by the Rules of Court.

## Annex I: Procedures on handling customer concerns by Consumer Assistance Officers

	<b>CONSUMER ASSISTANCE MANAGEMENT SYSTEM (CAMS) MANUAL</b>	<b>INITIAL ISSUE DATE</b> December 2020
	<b>SECTION NAME</b>  Procedures	<b>REVISION DATE</b> November 29, 2023
	<b>SUB-SECTION</b> Handling of Customer Concerns by CAOs	<b>REVISION NO.</b>

### A. Handling of Customer Concerns by Consumer Assistance Officers (CAOs)

PERSONNEL / UNIT RESPONSIBLE	PROCEDURES	SLA
Unit Consumer Assistance Officers (CAOs)	<p><b>For concerns received <u>within</u> CAO's Scope of Work (SOW):</b></p> <ol style="list-style-type: none"> <li>1. Receive and acknowledge inquiries, requests, or complaints.</li> <li>2. Review and validate customer's concern.</li> <li>3. If concern can be resolved at point of receipt, CAO shall perform the following:               <ol style="list-style-type: none"> <li>3.a. Provide customer with the resolution.</li> <li>3.b. Using the prescribed template, CAO to log the case in Case Tracking System (manual database), with the following details:                   <ol style="list-style-type: none"> <li>i. full name of customer</li> <li>ii. PN/ account number</li> <li>iii. contact details with mobile number</li> <li>iv. details/nature of concern</li> <li>v. date when complaint/request/inquiry was received,</li> <li>vi. Action Taken/Action Plan</li> </ol> </li> </ol> </li> <li>4. If concern needs to be referred to personnel within the unit, perform the following:               <ol style="list-style-type: none"> <li>4.a. Log a case following 3.b above</li> <li>4.b. Provide a case ID and turnaround time to customer.</li> </ol> </li> </ol> <p>Note: Concerned BU/ personnel shall review and process customers' concerns accordingly (please refer to item B below).</p> <p><b>For concerns received outside CAO's Scope of Work (SOW):</b></p> <ol style="list-style-type: none"> <li>1. Receive and acknowledge inquiries, requests, or complaints.</li> </ol> <p>Refer to CAO of concerned business unit if available or request customer to call/email Marketing – CAU.</p>	Within 24 hours from receipt of complaint

**B. Resolution of Cases Referred to Concerned Business Unit (BU)/Personnel**

PERSONNEL / UNIT RESPONSIBLE	PROCEDURES	SLA
Concerned Business Unit (BU)/ Personnel	<p>1. Investigate/Evaluate the complaint within the agreed SLA, and provide/update the concerned CAO with the resolution details and/or if extension is needed.</p> <p>Note: In cases where complaints cannot be resolved within the reasonable timeframe, the concerned CAO shall notify the customer, copy-furnished the concerned authority (as applicable), on the needed extension indicating the reason, and the expected date of resolution. Refer to Item E under Policies.</p>	Within <b>7 calendar</b> days from date of receipt for simple cases, and up to <b>30 calendar</b> days for complex cases

**C. Handling of Cases Referred by BDOFC Directors & Senior Officers**

PERSONNEL / UNIT RESPONSIBLE	PROCEDURES	SLA
BDOFC Directors & Senior Officers	<p>1. Receive complaints from clients thru the following:</p> <ul style="list-style-type: none"> <li>a. e-mail</li> <li>b. phone call or SMS</li> <li>c. customers who walked in</li> <li>d. BDO Contact Center/Social Media Accounts</li> </ul> <p>2. As applicable, take note of the following details, and forward the same to the designated CAO for proper handling:</p> <ul style="list-style-type: none"> <li>a. full name of customer</li> <li>b. contact details with mobile number</li> <li>c. PN /accountnumber, if available</li> <li>d. details/nature of concern, if available</li> </ul>	Within 24 hours from receipt of complaint
Designated CAO	<p>1. Acknowledge receipt of complaint via e-mail, copy-furnished Marketing- CAU and the personnel who referred the complaint</p> <p>2. Log a case and facilitate investigation &amp; resolution following procedures specified in item A above.</p>	Within 2 calendar days from date of receipt



**D. Handling of Cases Referred by the Authorities**

PERSONNEL / UNIT RESPONSIBLE	PROCEDURES	SLA
–Marketing - Consumer Assistance Unit (CAU)	<ol style="list-style-type: none"> <li>1. Receive complaints referred by the Authorities via e-mail.</li> <li>2. Send an acknowledgment letter to the concerned authority, copy-furnished BDOFC Compliance.</li> <li>3. Log a case and refer the same to the concerned BU/ CAO.</li> </ol>	Within 2 calendar days from date of receipt
Concerned BU/ CAO	<ol style="list-style-type: none"> <li>1. Facilitate case investigation and resolution following existing guidelines.   <p>Note: In case additional information is required to facilitate investigation and the customer failed to respond after two (2) follow-ups, the concerned CAO shall send the Company's final response to the Authority and the customer documenting such.</p> </li> <li>2. Upon case resolution, send a reply letter to the customer copy-furnished Marketing-CAU, the office/personnel that referred the case, and BDOFC Compliance.</li> </ol>	<p>Within <b>7 calendar</b> days from date of receipt for simple cases, and up to <b>30 calendar</b> days for complex cases,</p> <p>Within 2 calendar days after case resolution</p>

**E. Handling of Escalated Cases**

PERSONNEL / UNIT RESPONSIBLE	PROCEDURES	SLA
Business Unit Head / Group Head	<ol style="list-style-type: none"> <li>1. Receive the referred escalated cases.</li> <li>2. Coordinate with the designated/concerned CAO to facilitate immediate investigation and resolution.</li> </ol>	Within 7 calendar days from receipt of complaint
Designated CAO or Concerned Unit	<ol style="list-style-type: none"> <li>3. Upon case resolution, send a reply letter to the customer.</li> </ol>	

#### F. Closure of Cases

PERSONNEL / UNIT RESPONSIBLE	PROCEDURES	SLA
Designated CAO/ Concerned Unit	1. Close the regular cases (i.e., including those referred by BDO Senior Officers or Directors) upon resolution.	Within 2 calendar days after case resolution
Designated Personnel / Marketing-CAU	1. Close the cases referred by the Authorities upon resolution.	

#### G. Reports Preparation & Submission

ACTIVITY	PERSONNEL / UNIT RESPONSIBLE	PROCEDURES
<b>Submission of Monthly Report to Marketing - CAU</b> (for CAOs)	Designated Consumer Assistance Officers (CAOs)	<p>1. On the designated schedule (i.e., every 10<sup>th</sup> calendar day of the month, or on the next working day if the 10<sup>th</sup> day falls on a weekend/holiday), submit accomplished reports to Marketing-CAU via e-mail.</p> <p>Note: Please refer to Exhibit 1 for the report template.</p>
<b>Consolidation of Reports (for Presentation to Senior Management /Risk Management Committee)</b>	Marketing- Consumer Assistance Unit personnel	<p>1. Receive reports from -CAOs every 10<sup>th</sup> calendar day of the month, or on the next working day if the 10<sup>th</sup> day falls on a weekend/holiday.</p> <p>2. Review and analyze data. Coordinate with the concerned business units/CAOs, as necessary.</p> <p>3. Consolidate the data and prepare the Companywide Complaints Report containing the following details:</p> <ul style="list-style-type: none"> <li>a. Total number of inquiries, requests and complaints received per month</li> <li>b. Breakdown of valid and invalid items</li> <li>c. Percentage of complaints vs. active accounts or transaction volumes</li> <li>d. Classification of complaints/Nature of Complaints/ Sources and Business Units involved</li> <li>e. Causes and Solutions</li> <li>f. Service Level Performance and Aging</li> <li>g. CSAT Reports (when available)</li> </ul> <p><i>Note: Please refer to Exhibit 2 - report template and Exhibit 3 – Complaints Classification</i></p> <p>4. Consolidate the and prepare the report for submission to Risk Management Committee (quarterly).</p>

## **Annex J - Risk Assessment Strategies**

The Marketing - Consumer Assistance Unit (CAU) shall maintain a database of complaints/requests through a case tracking system.

Said database will be the source of the periodic consolidated reports on consumer complaints to be presented/submitted to Senior Management and the Board of Directors through Risk Management Committee. Said database will also be the source for analyzing trends which may be indicative of a systemic problem such as when certain types of complaints become recurring and/or exceeds the reasonable tolerance levels.

Tolerance levels may be defined in relation to the associated volume of company transactions or against historical baseline data or against applicable benchmarks.

For complaint types that are recurring and in excess of the defined tolerance levels, particularly where the increase in incidence represents an increase in the proportion or percentage of such complaint type to the associated volume of company transactions, Marketing -CAU should ascertain the cause of the recurring complaints and confer with the concerned Business Unit to identify action steps to address the increased incidence of such complaints.

Marketing -CAU will monitor the efficacy of the remedial course(s) of action taken to address an unacceptable increase in the incidence of a specific type of complaint. This will be by way of monitoring the impact thereof on the volume of complaints and providing appropriate feedback to the concerned Business Unit.



Exhibit 2 – Quarterly Report Template

Consumer Assistance Management System (CAMS)														
SUMMARY														
Customer Contacts		December 2018 Volume		Channels			December 2018 Volume							
							INQUIRY			REQUEST			PROBLEM	
Inquiry				Calls										
Request				Emails										
Problem				Letters										
TOTAL		0		Walk Ins										
				Social Media										
				TOTAL			0			0			0	
PROBLEM (COMPLAINTS)														
CLASSIFICATION (Policy, Process, People, System, Fraud, Vendor/Third Party)	NATURE of PROBLEM	BUSINESS UNIT INVOLVED (Fulfillment Unit/Product Owner)	CASE VOLUME	TRANSACTION VOLUME or ACTIVE ACCTS	CASE VOLUME VS TRANSACTION VOL or ACTIVE ACCOUNTS (%)	CAUSES	NEW CONTROLLABLE/ UNCONTROLLABLE	RESOLUTIONS/ RECOMMENDED PERMANENT SOLUTIONS (If Applicable)	# OF CASES RESOLVED WITHIN TAT	# OF CASES RESOLVED BEYOND TAT	# OF DAYS PAST TAT (for CASES RESOLVED BEYOND TAT)	SERVICE LEVEL (Resolved Within TAT/Case Volume (%))	VALID	INVALID
Example: Process	Delayed Card Delivery	CRU	500	100,000	0.50%	RTS		Continue sending SMS and conduct call outs to obtain complete delivery address	450	50	7 days	90.00%	20	480
TOTAL														
Note: Please specify if data used for Column 8 is Transaction Volume or Active Accounts														
INQUIRY and REQUEST														
NATURE of INQUIRY	Business Unit Involved (Fulfillment Unit/Product Owner)	VOLUME				NATURE of REQUEST	Business Unit Involved (Fulfillment Unit/Product Owner)	VOLUME						
TOTAL						TOTAL								

### Exhibit 3- Complaints' Classification

Complaints Classification	Description	Examples (but not limited to)
System	Complaints caused by system/hardware issues or errors that resulted to failure or non-delivery of service	<ol style="list-style-type: none"> <li>1. System downtime</li> <li>2. Network issues</li> <li>3. Hardware malfunction</li> </ol>
Process	Complaints due to the following: <ul style="list-style-type: none"> <li>• possible "flaw or lapse" in the process</li> <li>• no process in place</li> <li>• improvements needed in the existing process</li> <li>• past TAT resolution</li> </ul>	<ol style="list-style-type: none"> <li>1. Unclear process that may result to customer confusion</li> <li>2. No standard turnaround time (TAT)</li> <li>3. Bottleneck in processing resulting to long queues or past TAT</li> </ol>
Third Party	Complaints about vendor or 3rd party services that affected the company's product or service	<ol style="list-style-type: none"> <li>1. Vendor's failure to perform or deliver service</li> <li>2. Limitations of the vendor (Service area, Manpower capacity, etc.)</li> </ol>
People	Complaints regarding BDOFC personnel	<ol style="list-style-type: none"> <li>1. Technical knowledge such as incorrect handling or incorrect information provided</li> <li>2. Customer engagement such as rudeness or not being accommodating</li> <li>3. Non-action</li> <li>4. Internal fraud</li> </ol>
Fraud	Complaints on deception or use of dishonest methods for personal gain	<ol style="list-style-type: none"> <li>1. Account Takeover</li> <li>2. Identity Theft</li> <li>3. Other External Fraud</li> </ol>

REPUBLIC OF THE PHILIPPINES )  
CITY OF MAKATI **MANDALUYONG CITY** ) SS.

**SECRETARY'S CERTIFICATE**

I, **MA. CECILIA S. SANTOS**, Filipino, of legal age and with office address at the 39<sup>th</sup> Floor, BDO Corporate Center Ortigas, 12 ADB Avenue, Ortigas Center, Mandaluyong City, under oath, do hereby certify that:

1. I am the duly appointed Corporate Secretary of **BDO FINANCE CORPORATION** ("**BDOFC**"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at the 39<sup>th</sup> Floor, BDO Corporate Center Ortigas, 12 ADB Avenue, Ortigas Center, Mandaluyong City, and in that capacity, I have custody of the corporate records of BDOFC;


2. Based on the records, during the meeting of the Board of Directors of BDOFC held on November 29, 2023, at which a quorum was present and acting throughout, the following resolution was unanimously passed and approved:

**"RESOLVED**, That the Board of Directors of BDO Finance Corporation (BDOFC) approve, as it hereby approves, the Amended Consumer Assistance Management System (CAMS) Manual of BDOFC in compliance with the regulations on the Financial Consumer Protection of the Bangko Sentral ng Pilipinas and the Implementing Rules and Regulations of the Financial Products and Services Consumer Protection Act of the Securities and Exchange Commission, as previously approved and endorsed by the Risk Management Committee to the Board for its approval, details of which is attached as Annex "I-3" to these Minutes and made part of this Resolution."

3. The quoted resolution has not been revoked or rescinded and continues to be in full force and effect; and

4. I am executing this certificate for whatever legal purpose it may serve.

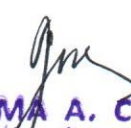
**IN WITNESS WHEREOF**, I have hereunto affixed my signature this \_\_\_\_\_ at \_\_\_\_\_, Philippines.

  
MA. CECILIA S. SANTOS  
Corporate Secretary

**SUBSCRIBED AND SWORN** to before me this FEB 27 2024 day of MANDALUYONG CITY,  
affiant exhibiting to me her Passport No. ██████████, valid until January 15, 2030, issued at DFA-NCR East.

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Page No. 35  
Book No. IX  
Series of 2024.

BDO Finance Corporation  
39/F BDO Corporate Center Ortigas  
12 ADB Avenue, Ortigas Center  
Mandaluyong City 1554  
Tel +632 8840-7000 / 8688-1288

  
**ATTY. THELMA A. CESISTA**  
Notary Public until 12-31-24  
PTR # ██████████ 01-02-24 IBP # 04997  
Roll No. 34414 MCLE VII-0013321  
29th Flr. BDO Corporate Center  
18 ADB Ave., Mandaluyong City