

# eZeeWallet

## Complaints handling policy

For public use

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# 1. Introduction

- 1.1.** At eZeeWallet (hereinafter referred to as the 'firm' or 'eZeeWallet') we place great importance on delivering excellent service to all our customers.
- 1.2.** eZeeWallet is the DBA (doing business as) name of emerchantpay Ltd., a company organised and existing under the laws of England and Wales and having its registered office at 29 Howard Street, North Shields, Tyne and Wear, NE30 1AR, United Kingdom.
- 1.3.** This Complaints handling policy (hereinafter referred to as the 'Policy') is designed to provide guidance on the way eZeeWallet receives and handles complaints made against the firm. We, therefore, aim at providing adequate and sufficient resources to ensure that this Policy is properly implemented within the firm and communicated to the respective staff members and customers.
- 1.4.** A complaint under this Policy shall mean any oral or written expression of dissatisfaction, whether justified or not, from, or on behalf of, a person about the provision of, or failure to provide our service or a redress determination, which:
  - a.** alleges that the complainant has suffered (or may suffer) financial loss, material distress or material inconvenience; and
  - b.** relates to an activity of eZeeWallet, or of any other individual or entity whom eZeeWallet has some connection with regarding marketing or providing their services.
- 1.5.** At times, complaints can be way of negative feedback, which may not require a resolution or formal follow-up. While this type of feedback is valuable, the Policy does not apply to feedback of this nature.
- 1.6.** Transaction disputes between EZW customers are not subject to this Policy. While we apply due care when we enter into agreements with EZW customers, we are not responsible for the quality, safety, legality or any other aspect of any goods or services that can be purchased via an EZW account. For all such disputes you need to contact our Customer Support.
- 1.7.** A complainant under the Policy is defined as any person or entity who is dissatisfied with the service provided by eZeeWallet, for any reason.



## 2. Handling a complaint

### Information

- 2.1.** Please provide the following information in order to process your complaint:
- a.** your name and contact details;
  - b.** any reference (i.e. transaction identification number);
  - c.** your contact person with eZeeWallet;
  - d.** the nature of the complaint and description of what led to filing such; (e) copies of any documentation supporting the complaint.
- 2.2.** Please be advised that we cannot consider a complaint if you refer it to us more than:
- a.** 6 years after the event complained of; or (if later)
  - b.** 3 years from the date on which you became aware that you had cause for complaint.

### Assistance

- 2.3.** Despite our best efforts to make this Policy transparent, quick and easy to follow, we understand that you may need assistance in formulating or lodging a complaint. In such event, please contact [complaints@ezeewallet.com](mailto:complaints@ezeewallet.com).

### Complaining procedure

- 2.4.** You are encouraged to submit your complaint in writing so that the relevant details are clear and complete.
- 2.5.** All complaints should be addressed to:
- a.** [complaints@ezeewallet.com](mailto:complaints@ezeewallet.com) – if you wish to submit a complaint by e-mail; or
  - b.** 14 Tonbridge Chambers, Pembury Road, Tonbridge, Kent, TN9 2HZ, United Kingdom – if you wish to submit a complaint by post.

### Acknowledgement

- 2.6.** We are committed to acknowledging all complaints upon receipt.
- 2.7.** Once a complaint has been received, we will undertake an initial review of the complaint and try to resolve it without undue delay.

### Your rights



- 2.8. You have the right to inquire about the status of your complaint by contacting the person who has been identified to you as handling your complaint.
- 2.9. It should not be necessary for you to seek professional help, but you have the right to employ a solicitor or other as your representative, which does not affect the way we review your complaint.

### Response

- 2.10. Once we finish our investigation of your complaint, we will provide you with a written response in the form of:
  - a. **Summary Resolution Communication**, if we managed to find appropriate solution to your complaint within a period of 3 business days; or
  - b. **Final Response** within 15 business days of receiving the complaint in which we may:
    - (1) accept your complaint and, where appropriate, offer redress or remedial action; or
    - (2) offer you redress or remedial action without accepting your complaint; or
    - (3) reject your complaint by giving you our reasons for doing so.
- 2.11. Although we will endeavour in resolving all complaints promptly and within a maximum of 15 business days of receiving the complaint, this will not be possible on all occasions.
- 2.12. Where our review exceeds 15 business days, due to reasons beyond our control, we will contact you to inform you about the reasons for the delay and to indicate to you when we expect to be able to complete the review, which shall not be later than 35 business days of receiving the complaint.

### Fees and payments

- 2.13. eZeeWallet does not charge a fee for acceptance and investigation of your complaint.
- 2.14. eZeeWallet will not be liable for any costs incurred if you decide to employ a representative.
- 2.15. In the event your complaint is upheld, and redress is due, eZeeWallet will only make payment to the bank account held by you, regardless of whether you have been represented by a solicitor.



## Further action

- 2.16.** If you are dissatisfied with the way your complaint has been handled or you consider that your concerns have not been fully addressed, you have the right to:
- a.** ask eZeeWallet to reconsider the response you have received; or
  - b.** refer the matter to an external dispute resolution body, such as the UK Financial Ombudsman Service (FOS).
- 2.17.** The FOS is free, independent service which might be able to settle a complaint between you and us. For further information visit the Financial Ombudsman Service website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or contact the administration using their e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or other contact options available on FOS website.

## 3. Provision of information

- 3.1.** eZeeWallet retains records of all received complaints and the respective measures taken for its resolution for 3 years from the date the complaint was initially received.

## 4. Final provisions

- 4.1.** All complaints will be analysed for systemic or recurring problems. If such are identified, we will consider taking appropriate actions to address these problems.
- 4.2.** This Policy will be reviewed annually to ensure delivery of efficient and effective outcomes.
- 4.3.** In preparing this Policy, we have endeavoured to align our procedures with the relevant legal requirements and current best practice. In particular, this Policy is designed to satisfy the requirements of reg.101 of the Payment Services Regulations 2017, FCA 'Payment Services and Electronic Money – Our Approach', June 2019, and FCA Handbook, section Dispute resolution.