



# **eZeeWallet Complaints handling policy**

Version 05, 25 March 2024

[ezeewallet.com](https://ezeewallet.com)

## 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 and treating them fairly and equally. Ensuring customer satisfaction with our products and services is one of our biggest priorities.
- 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. The key principles of this policy are, as follows:
  - a. fairness;
  - b. accountability;
  - c. transparency;
  - d. effectiveness;
  - e. seeking continuous improvement.
- 1.5. A *complaint* under this Policy is defined as 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.
- 1.6. 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.
- 1.7. Transaction disputes between eZeeWallet customers are not subject to this Policy. While we apply due care when we enter into agreements with eZeeWallet 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 eZeeWallet account. For all such disputes you need to contact our Customer Support team via email at [support@ezeewallet.com](mailto:support@ezeewallet.com).
- 1.8. 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. When making a complaint, please provide the following information:
  - a. your name and contact details;
  - b. any reference (i.e. transaction identification number);
  - c. your contact person within eZeeWallet;
  - d. the nature of the complaint and what you would like us to do to satisfy your complaint;
  - 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. Six (6) years after the event complained of; or (if later)
  - b. Three (3) years from the date on which you became aware that you had cause for complaint.

### Assistance

- 2.3. Although we have made our Policy transparent, quick and easy to follow, if you need assistance in formulating or lodging a complaint, you may contact [complaints@ezeewallet.com](mailto:complaints@ezeewallet.com).

### Complaining procedure

- 2.4. You are encouraged to submit your complaint in writing and present all the relevant documentation connected to it, 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 email; 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 we will inform you if you need to present additional information on the case.
- 2.8. During the review of the complaint we will assess fairly, consistently and promptly:
- a. the subject matter of the complaint;
  - b. whether the complaint should be accepted;
  - c. all the evidence available and the circumstances around the complaint;
  - d. what remedial action or redress (or both) may be appropriate;
  - e. whether another firm may be solely or jointly responsible for the matter alleged in the complaint, taking into account all relevant factors.

### Your rights

- 2.9. You have the right to enquire as to the status of your complaint by contacting the person who has been identified to you as handling your complaint.
- 2.10. It should not be necessary for you to seek professional help, but if you choose to employ a solicitor, complaints handling firm, financial adviser or other as your representative, this does not affect the way we review your complaint.

### Response

- 2.11. Once we have reviewed your complaint, we will provide you with written response in the form of:
- a. **Summary Resolution Communication**, if we managed to find appropriate solution to your complaint within a period of three (3) business days; or
  - b. **Final Response** within fifteen (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; (3) reject your complaint giving you our reasons for doing so.
- 2.12. Although we endeavour in resolving all complaints promptly and within a maximum of fifteen (15) business days of receiving the complaint, this will not be possible on all occasions.
- 2.13. Where our review exceeds fifteen (15) business days, due to reasons beyond our control, we will contact you to inform you of the reasons for the delay and indicate to you when we

expect to be in a position to complete our review, which will not be later than thirty-five (35) business days of receiving the complaint.

- 2.14. If we have reasonable grounds to believe that another firm may be solely or jointly responsible for the matter alleged in the complaint, we may forward the complaint or the relevant part of it, in writing and we will inform you accordingly about the reasons for the forwarding and of the other party's contact details. Where the responsibility for the fault alleged in the complaint is joint, we will comply with our own obligations in respect of that part of the complaint that hasn't been forwarded.

### Fees and payments

- 2.15. eZeeWallet does not charge a fee for acceptance and investigation of your complaint.
- 2.16. eZeeWallet will not be liable for any costs incurred if you decide to employ a representative.
- 2.17. In the event your complaint is upheld, and redress is due, eZeeWallet will only make payment to the payment account held by you, regardless of whether you have been represented by a third party.
- 2.18. The UK Financial Ombudsman charges a fee of GBP 750 for each complaint (after the third one) that has been submitted during the financial year. The financial year of the UK Financial Ombudsman starts on 1st April of each calendar year and ends on 31st March of the next calendar year.

### Further action

- 2.19. 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).
- 2.20. The FOS is a 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 email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or other contact options available on FOS website.
- 2.21. You have six (6) months from the receipt of our Final Response to exercise your right to submit a complaint to the FOS. Please note, that a complaint may only be dealt with under the FOS if it is brought by or on behalf of an eligible complainant.

## 3. Provision of information

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

## 4. Final provisions

- 4.1. All complaints will be analysed for the identification of systemic or recurring problems. If such recurring problems are identified, and if the root cause may also affect other processes or products, including those not directly complained of, we will also consider what actions may need to be taken to address the related problems.
- 4.2. This Policy will be reviewed periodically, and at least annually, to aim to enhance its 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 practices. 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', November 2021, and FCA Handbook, section Dispute resolution.