Market Code of Conduct

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POLICY:

The primary purpose of the Moya Financial Credit Union ("Moya Financial") Market Code of Conduct is to provide a support infrastructure enterprise-wide that enables the delivery of the best quality of products, services and aftercare to our member clientele that fully satisfy their expectations.

The Code recognizes principles to follow in the process of soliciting, promoting, advertising, marketing, selling, or distributing Moya Financial's products and services. This Code demonstrates the commitment to the fair treatment of all those who use our services. Moya Financial believes in fair sales practices, comprehensive access to banking services and solutions, transparency and openness, and a reasonable approach to settling complaints. Members are entitled to the best possible care of their financial interests.

To ensure that Moya Financial is treating members fairly and comply with the requirements of FSRA Rule 2021- 001 "Sound Business and Financial Practices" and section 102 of *Credit Unions and Caisses Populaires Act, 2020*.

In order to satisfy the above requirements Moya Financial will follow the following five key principles:

1. **Business Practices:** Moya Financial is committed to providing customer service excellence to all members using our products and services. It is a core component of our governance and corporate culture.
2. **Fair Treatment and Fair Sales Practices:** Treating members and customers fairly and demonstrating fair sales practices
3. **Access to Banking Services:** Moya Financial ensures that members and potential members are granted access to fundamental financial services.
4. **Transparency and Disclosure:** Moya Financial must use plain-language descriptions of products and services in its communications to ensure members make informed decisions.
5. **Complaint Handling:** Moya Financial examines complaints, work to settle them fairly, and track them to help ensure our practices continue to improve.

1. BUSINESS PRACTICES

Moya Financial will promote a "fair treatment" corporate culture when making strategic decisions, demonstrating in their daily conduct, and communicating with its employees, the expectation that fair treatment applies to all Members, Account Holders, and Potential Members.

1.1 BUSINESS CULTURE

Moya Financial will promote a "fair treatment" corporate culture when making strategic decisions, demonstrating in their daily conduct, and communicating with its employees, the expectation that fair treatment applies to all Members, Account Holders, and Potential Members.

1.2 PROTECTION OF PERSONAL INFORMATION

Moya Financial will safeguard, collect, use, and disclose Personal Information in accordance with the Personal Information Protection and Electronic Documents Act ("PIPEDA").

Moya Financial also commit to collaborating with partners, contractors and third-party providers for digital financial transactions which adheres to Moya Financial cyber security framework (D20 - Cybersecurity Risk Policy). It supports the following principles in accordance with the G7 Fundamental Elements of Cybersecurity for the Financial Sector:

1. **Cybersecurity Strategy and Framework:** Establishes and maintains a cybersecurity strategy and framework.
2. **Governance:** Defines and facilitates performance of roles and responsibilities for personnel implementing, managing, and overseeing the effectiveness of the cybersecurity strategy and framework.
3. **Risk and Control Assessment:** Identifies functions, activities, products, and services—including interconnections, dependencies, and third parties—prioritizes their relative importance, and assess their respective cyber risks. Identifies and implements controls—including systems, policies, procedures, and training—to protect against and manage those risks within the tolerance set by Financial Services Regulatory Agency ("FSRA").
4. **Monitoring:** Establishes systematic monitoring processes to rapidly detect cyber incidents and periodically evaluate the effectiveness of identified controls.
5. **Response:** Conducts timely:
    a. assessments on the nature, scope, and impact of a cyber incident;
    b. contain the incident and mitigate its impact;
    c. notify internal and external stakeholders (such as law enforcement, regulators, and other public authorities, as well as members, third-party service providers, and customers as appropriate); and
    d. coordinate joint response activities as needed.
6. **Recovery:** Resumes operations responsibly, while allowing for continued remediation, including by:
    a. eliminating harmful remnants of the incident;
    b. restoring systems and data to normal and confirming normal state;
    c. identifying and mitigating all vulnerabilities that were exploited;
    d. remediating vulnerabilities to prevent similar incidents; and
    e. communicating appropriately internally and externally.
7. **Information Sharing:** Engages in the timely sharing of reliable, actionable cybersecurity information with internal and external stakeholders (including entities and public authorities within and outside the financial sector) on threats, vulnerabilities, incidents, and responses to enhance defenses, limit damage, increase situational awareness, and broaden learning.
8. **Continuous Learning:** Reviews the cybersecurity strategy and framework regularly and when events warrant.

1.3 FINANCIAL WELL-BEING AND FINANCIAL LITERACY

Moya Financial values and supports the financial well-being and financial literacy of its members. initiatives that support these values may include offering awareness and/or education on improving credit bureau scores, safely using internet and mobile banking, and improving financial well-being through appropriate financial planning.

1.4. WHISTLEBLOWING

Moya Financial provides a channel through which whistleblowers can report suspected unethical conduct in anonymity while respecting the rights of those about whom concerns are raised, to address, or answer, those concerns. Moya Financial has adopted a policy for employees to report incidents of actual or potentially improper or unethical conduct, without fear of reprisal or unwarranted negative consequences. Employees who report suspected unethical conduct ("whistleblowers") will be protected, to the extent possible.

1.5. PROTECTION OF PERSONAL INFORMATION

Moya Financial may occasionally interact with government and comment on policy, legislation, regulation, or other actions of government. This activity is both legitimate and in the best interests of the credit union and its Members and Account Holders.

In conducting these activities, Moya Financial may employ a lobbyist, either on staff or as a consultant, and when doing so will ensure that each lobbyist will:

- Identify that he or she is acting on behalf of the credit union.
- Disclose any conflicts of interest.
- Act in accordance with any laws and regulations that apply to them, including be registered with the appropriate lobbyist registries.

2. FAIR TREATMENT & FAIR SALES PRACTICES

Treating members and customers fairly and demonstrating fair sales practices is an integral part of Moya Financial business practices.

2.1. FAIR TREATMENT

Moya Financial will treat Members, Account Holders, and Potential Members fairly during its dealings with the credit union. In this respect the Moya Financial must comply with the following minimum standard for fair treatment.

1. **Discrimination:** Subject to compliance with the requirements for the Bond of Association of Moya Financials By-Law or is a special Product or Service offering that is designed for Members, Account Holders, or potential Members of a particular target market group, Moya Financial will not discriminate against individuals for any reason set out in the Ontario Human Rights Code.
2. **Undue Exploitation:** Moya Financial will not knowingly take advantage of anyone through manipulation, concealment, misrepresentation of facts, unfair dealings, or unethical activity, or knowingly take advantage of anyone who is unable to protect their own interests.
3. **Conflicts of Interest:** Where conflicting interests compete with Moya Financials duty of care owed to Members, Account Holders, and Potential Members, risks may be created. The credit union will take all reasonable steps to identify, and avoid or manage, conflicts of interest. In this regard, Moya Financial will ensure conflicts of interest are appropriately dealt with, by having a process for addressing them. It will decline to act where conflicts of interest cannot be avoided or managed satisfactorily.
4. **Debt Collection:** Moya Financial will not use threatening, intimidating or abusive language, or apply excessive or unreasonable pressure to repay against any borrower of the credit union, including the use of any false statement, any unfair practice, or harassment.

2.2. FAIR SALES

Moya Financial will provides accurate Product and Service information to assist Members, Account Holders, and Potential Members in making appropriate Product and Service choices. This section (including subsections) sets out what fair sales means and is meant as a minimum standard for fair sales.

1. **Product and Service Advertising and Promotion:** Moya Financial will ensure its advertising, marketing materials, and communications are fair, accurate, clear, not deceptive or misleading, and in accordance with advertising standards that may apply to it such as the Canadian Code of Advertising Standards. It will also ensure that where it uses the terms "bank", "banking", or "banker" in any Product or Service advertising or marketing materials, it will adhere to the "Banking Terminology" requirements set out in section 4.7.
2. **Appropriate Products and Services:** The credit union will give Members, Account Holders, and Potential Members appropriate information on the Products or Services, including Lending Activities and Products it offers to enable that person to select the most suitable, affordable, and appropriate Product or Service for their needs.
3. **Professional Standards:** Moya Financial will exercise reasonable and prudent judgement in the provision of Products and Services. The credit union is committed to the professional development of its employees, as needed. This includes communicating relevant product information and market conduct related topics such as ethics and integrity. Knowledgeable employees will be accessible in-person through the branch or through branch telephone numbers for Members, Account Holders, and Potential Members to contact if they have questions about a Product or Service. This information should be available on the Moya Financial website.
4. **Tied Selling and Undue Pressure:** Moya Financial will not impose undue pressure or coercion on Members, Account Holders, or Potential Members to obtain Products or Services. This is considered coercive tied selling. This includes not imposing undue pressure or coercion on a person to buy or obtain a Product or Service that they do not want, in order to obtain another desired Product or Service.
5. **Preferential Pricing:** Preferential pricing means offering a person a better price or rate on all or part of their business. Moya Financial may offer preferential pricing. The credit union may offer a better price or rate on a Product or Service if the Member, Account Holder, or Potential Member has or acquires several of the credit union's Products or Services. Moya Financial will be transparent about such preferential price or rate.
6. **Negative Option Billing:** Negative option billing is a business practice where unsolicited Product or service is provided automatically and where the person must either pay for the service or specifically decline it in advance of billing. Moya Financial will not practice negative option billing. Moya Financial will not provide a free or introductory trial offer for a Product or Service, and then at the end of the offer, automatically enroll the individual for the Product or Service and charge them for it.
7. **Obtaining Consent:** Moya Financial will obtain the Members express consent for new and optional Products or Services, and for changes made to Agreements, where the change is not contemplated in the Agreement and will affect the individual's rights and obligations.
8. **Risk Management:** Moya Financial may apply, to the extent necessary, reasonable requirements on Members as a condition of acquiring a Product or Service in order to manage risk, costs, or to comply with any laws that apply to the credit union.
9. **Providing Products and Services Digitally and Onboarding Digitally:** Where Products and Services are offered digitally, the same level of fair treatment, transparency and disclosure will be applied as with traditional means, in a manner appropriate to the medium,

including, where necessary, access to a knowledgeable Moya Financial employee.

10. **Sales Practices:** Sales practices as well as both financial and non-financial incentives should motivate employees to work in the interests of members and not only financial results, targets or goals. Sales practices are tracked and reported to the Board.

3. ACCESS TO BANKING SERVICES

Moya Financial ensure that all its members and potential members are granted access to fundamental financial services.

3.1. OPENING OF DEPOSIT ACCOUNTS

Subject to the requirements of the Bond of Association as stipulated in its By-Laws Moya Financial may open a Deposit Account for any individual whose identity it can verify.

Identity will be verified in accordance with Moya Financials Deposit Account Opening process. At a minimum, the identification requirements in the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, will be used to verify identity.

Moya Financial may refuse to open a deposit account if it has a sound business reason for doing so, including if the applicant represents an unacceptable risk to the credit union (as set out in section 3.2).

Moya Financial cannot refuse to open a Deposit Account if the refusal is based on a reason that is prohibited grounds of discrimination, or if the applicant does not have a job or has been bankrupt, or if reasonable restrictions can be imposed to manage risk to the credit union (as set out in section 3.2 and section 3.3, including subsections).

3.2. REFUSAL TO OPEN A DEPOSIT ACCOUNT

Moya Financial may refuse to open a Deposit Account if it has a sound business reason to do so. A sound business reason can include the following:

- That the account will be used to break the law or commit fraud;
- That the applicant intentionally provided false information when the account was opened;
- The opening of the account will expose Moya Financial Members, or employees to physical harm, harassment, or abuse;
- The applicant has a history of illegal or fraudulent activity with the credit union or any provider of financial services;
- The applicant cannot or will not provide acceptable identification, in accordance with Moya Financials Deposit Account opening process;
- The applicant will not allow Moya Financial to verify identification or information provided;
- The Moya Financial has a sound business reason to place restrictions on the Deposit Account and the applicant will not accept the restrictions;
- The applicant represents an unacceptable risk to the credit union; or
- Moya Financial is a closed bond of association credit union and the applicant does not meet the credit union's membership requirements.

a. **Refusal to Open a Deposit Account - write-offs and poor credit bureau score.**
Moya Financial may also refuse to open a Deposit Account, if the applicant has previous write-offs and losses or a poor credit bureau score. However, the credit union will assess whether imposing restrictions on the account would sufficiently mitigate the risk, before refusing to open a Deposit Account for either of these reasons (see section 3.3 for Restrictions).

Write-offs and Losses
For applicants with previous write-offs or losses, Moya Financial will assess whether imposing restrictions will sufficiently mitigate the risk to the credit union, by considering the amount of the loss, the length of time since the loss, and any extenuating circumstances that may have caused the loss or write-off (such as job loss or injury). If Moya Financial has suffered a significant loss because of an applicant, it may consider the risk too great to sufficiently mitigate it with restrictions and may refuse to open the Deposit Account.

Poor Credit Bureau Score
Not every poor credit bureau score may justify refusal to open a Deposit Account. Some weak credit bureau scores may suggest Moya Financial need only place restrictions on the Deposit Account (such as those listed in section 3.3).

b. **Communications at time of refusal to open Deposit Account.**
When Moya Financial refuses to open a Deposit Account, it will inform the applicant that it will not be opening the Account.

c. **Non-denial of Deposit Account opening.**
Moya Financial will not refuse to open a Deposit Account, solely if:

- The refusal is based on a reason that is prohibited grounds of discrimination as set out in the Ontario Human Rights Code, found here subject to Bond of Association in its By-Laws.
- The applicant does not have a job or has been bankrupt.

Subject to section 3.2 and section 3.3 (including subsections), Moya Financial should not refuse to open a Deposit Account, if, other than for the cost of the credit union's minimum share requirement, the applicant is not making an immediate initial deposit.

An applicant is or has been bankrupt, does not in itself, without evidence of fraud or any other illegal activity in relation to the bankruptcy, constitute reasonable grounds to believe an account will be used for illegal or fraudulent purposes. Therefore, Moya Financial cannot refuse to open an account for an applicant solely due to being or have been bankrupt. However, if the bankruptcy has resulted in write-offs or losses to the credit union, see Write-offs and Losses in subsection 3.2.(a).

d. **Closing a Deposit Account.**
Where Moya Financial closes a Deposit Account, it will do so in accordance with the Agreement that governs the relationship between the Member or Account Holder, and the credit union.

NOTE: There is a difference between closing a Deposit Account and terminating a membership. Where the Moya Financial terminates a membership, it must do so in accordance with the *Credit Unions and Caisses Populaires Act,2020* and its By-Laws.

3.3. RESTRICTIONS ON DEPOSIT ACCOUNTS

Moya Financial may choose to impose reasonable restrictions on certain Deposit Accounts for risk management purposes. Restrictions may include:

- Placing temporary holds on cheques deposited to allow reasonable time for such items to clear;
- Limiting the amount of cash provided back on cheque deposits;
- Limiting or revoking:
    - Overdraft or chequing privileges,
    - Online privileges, or Debit card privileges, including Automated Teller Machine ("ATM") withdrawal limits;
- Placing restrictions mandated by law or legal judgement that applies to Moya Financial; or
- Placing any other reasonable restrictions necessary for risk management purposes.

3.4. LOW-FEE AND NO-FEE DEPOSIT ACCOUNTS

Moya Financial should offer Low-Fee and/or No-Fee Deposit Accounts to provide access to fundamental banking services to Members, Account Holders, and Potential Members who would not otherwise be able to open and operate other types of accounts because of higher costs.

1. **Individuals Eligible for Low-Fee and/or No-Fee Deposit Accounts:** Where the credit union offers Low-Fee and/or No-Fee Deposit Accounts, the credit union will decide the eligibility criteria for each account. The criteria should be appropriate to meet the purpose stated in section 3.4.
2. **Low-Fee Deposit Account - Monthly Fees:** Where Moya Financial offers a Low-Fee Deposit Account, it will determine the monthly fee to charge for the account. The fee should be appropriate to meet the purpose stated in section 3.4.
3. **Features of Low-Fee and/or No-Fee Deposit Accounts:** Where the credit union offers a Low-Fee and/or No-Fee Deposit Account, the credit union will determine the features for each account. Features for each account may include:
    - No charge for deposits or credits;
    - A debit card, for qualifying Members or Account Holders;
    - Free pre-authorization forms;
    - Free cheque image return or online cheque image viewing;
    - Free monthly account statements;
    - Mobile and online banking access; and/or
    - At least eight (8) Debit Transactions per month.

3.5. ACCESS TO FUNDS

The Access to Funds Regulations for federally regulated financial institutions say that individuals should have immediate access to the first $100 of all funds deposited by cheque (on any one day) into a deposit account, or on the next business day, if the cheque is deposited through an ATM. While the Access to Funds Regulations do not apply to credit unions, Moya Financial may grant Members and Account Holders with the same access to funds as set out in the Regulations.

1. **Restricting Access to Funds:** For risk management purposes, Moya Financial may limit the amount of funds accessed or extend the hold-period for cheques deposited into Deposit Accounts. These may be changed, from time to time, as deemed appropriate by Moya Financial. Moya Financial would have a sound business reason for limiting access or changing hold periods. Where Moya Financial reduces a funds access limit amount or increases a cheque hold-period, it will inform the affected Member or Account Holder of that change based on the circumstances of the account and member.
2. **Refusal of Access to Funds:** Moya Financial does not have to grant Members or Account Holders with access to funds deposited by cheque, into a Deposit Account, if:
    - The account has been opened for less than 90 days;
    - The cheque has been endorsed more than once;
    - The cheque is being deposited more than six months after the date of the cheque;
    - The cheque is not issued in Canadian dollars;
    - Moya Financial has reasonable grounds to believe that the deposit is being made for illegal or fraudulent reasons.

4. TRANSPARENCY AND DISCLOSURE

Moya Financial will use plain-language descriptions of products and services in its communications to ensure people make informed decisions.

4.1. PROPERLY INFORMED DECISIONS

Moya Financial will facilitate Members', Account Holders', or Potential Members ability to make properly informed decisions about a Product or Service, by:

- Providing information that is:
    - Easy to understand and drafted in plain language (wherever possible),
    - Clear about any risks, exclusions or limitations,
    - Up to date,
    - Does not hide, diminish, or obscure important statements or warnings, but rather makes sure important information is prominently displayed, and
    - Is based on disclosed personal circumstances and financial needs of the Member, Account Holder, or Potential Member.
- Answering any questions asked about a Product or Service;
- Having employees identify the types of Products or Services they are licensed or registered to sell or offer (if applicable); and
- Disclosing any conflicts of interest (if applicable).

4.2. REVIEWING PRODUCT AND SERVICE INFORMATION FOR PLAIN LANGUAGE

Moya Financial should, periodically, and as needed, review Product and Service information to ensure it is written in plain language. Where necessary, Moya Financial will amend Product or Service information to be in plain language.

4.3. LEGALLY REQUIRED DISCLOSURE

As a minimum standard, the Moya Financial will disclose all legally required information as set out in the Credit Unions and Caisses Populaires Act, 2020 or as set out in the Agreements between the Member, or Account Holder, and Moya Financial.

4.4. DISCLOSURE BEFORE OR AT THE TIME A PRODUCT OR SERVICE IS ACQUIRED

Moya Financial will facilitate the Members', Account Holders', or Potential Members ability to make informed decisions about a Product or Service, by informing of the following:

- The key features;
- Any associated risks, exclusions, or limitations;
- Any financial implications of a transaction;
- All costs, including fees and charges;
- Terms and Conditions that apply, including any potential renewal requirements;
- The person's rights and obligations (e.g. their right to file a complaint or to cancel a Product or Service); and
- The level of guarantee associated with the Product or Service (if applicable). These disclosures will also apply to online activities.

1. **Product Fact Sheets:** Moya Financial will have Product or Service information available to provide to Members, Account Holders, and Consumers in the form of fact sheets. This information can be in paper or digital format, will be written in plain language, and, at a minimum, will list the features set out in section 4.5.
2. **Disclosure at Deposit Account Opening:** When a person opens a Deposit Account in-person, Moya Financial will, at a high level, draw the person's attention to the key areas in the Terms and Conditions Agreement that relate to the Deposit Account.

   Following is a list of areas that Moya Financial may speak to:
   - Fair Dealings;
   - Account Statements;
   - Closing the Account;
   - Fees and Service Charges, including notices of changes;
   - Privacy information, including safeguarding, collection, use and disclosure;
   - Changes to the Terms and Conditions Agreement; and
   - Where applicable:
     - Restrictions associated with the Deposit Account,
     - Overdraft Protection,
     - Online, mobile banking, and electronic transfer privileges,
     - Cheque privileges,
     - Stop payments,
     - Electronic communication,
     - Cancellation terms,
     - Relationships and third-party transactions,
     - Deposit insurance coverage,
     - The steps the Deposit Account holder should take in the case of unauthorized transactions, including stolen cards,
     - Liability of the Credit Union (e.g., unauthorized transactions), and
     - Moya Financials complaint handling procedure, as referred to in section 5.

4.5. DISCLOSURE AFTER A PRODUCT OR SERVICE IS ACQUIRED, INCLUDING DEPOSIT ACCOUNT

Moya Financial will help Members and Account Holders use their Products and Services and keep them informed by providing regular statements (where appropriate) and by providing notice of changes to interest rate and service charges and advise members when Terms and Conditions change. This will be done in accordance with the "Notice" section in this Code (subsection 4.6).

1. **Providing Product or Service-Related Documentation**: When a Member or Account Holder acquires a Product or Service, Moya Financial may make available to that person, a copy of the documentation associated with that Product or Service where such is available.
2. **Providing Product or Service-Related Statements:** After a Member or Account Holder acquires a Product or Service, Moya Financial will provide statements when requested by the Member or Account Holder.
3. **Providing Mortgage Information:** Upon request, Moya Financial will provide general mortgage information to Members and Account Holders that have mortgages. The general information should include the cost of borrowing, how the prepayment penalty is calculated, applicable prepayment privileges, and a contact number the Member or Account Holder can call to obtain specific information about his or her mortgage from Moya Financial. The information provided to the member is easily understandable, and does not hide, diminish or obscure important statements or warnings.

4.6. NOTICES

1. **Changes to Terms and Conditions, Service Fee or Account Structures, and Interest Rates:** The credit union will notify Members and Account Holders of changes to Terms and Conditions, Service Fees or Account Structures, and Interest Rates in accordance with applicable disclosure legislation, or as set out in the respective Product or Service Agreement. Where notice is not set out in legislation or the respective Agreement, the credit union will provide notice, as follows:

   Change to Terms and Conditions
   Notice will be provided and maintained for, at a minimum, 30 days after the change(s) take effect. Moya Financial can make changes to the Terms and Conditions to correct clerical errors without notice to Members or Account Holders.

Notice will be provided and maintained through the credit union's website (if applicable), and either by mail, statement message, or electronically. The use of the Member or Account Holder's Accounts after the effective date of change is the Member or Account Holder's acceptance of the changes.

Changes to Service Fees or Account Structures
The credit union will notify Members and Account Holders, at a minimum, 30 days before any change(s) take effect.
Notice will be posted in branch and provided through the credit union's website (if applicable), or by mail, or statement message, or electronically

2. **Branch Closures**

Temporary Branch Closures
Moya Financial will notify affected Members, Account Holders, and Potential Members that a branch is temporarily closed extenuating or unforeseen circumstances.
Where the credit union is not required to provide notice of permanent or temporary branch closures, notice will be provided in the following manner:

Moya Financial will provide notice in in the following manner:

- Within a reasonable period of time before the temporary branch closure; or
- Within as soon as possible after the branch is closed, if the branch closes temporarily due to unforeseen circumstances.

4.7. BANKING TERMINOLOGY DISCLOSURE REQUIREMENTS

4.7.1. Disclosure
When Moya Financial use the words "bank", and/or "banking", and/or "banker" in Advertisements or Marketing Materials and when Onboarding, the credit union will disclose:

- That the Account being opened is a credit union Account (during Onboarding);
- That the credit union is not a Bank;
- The province the credit union is authorized to operate in; and
- The credit union's deposit insurance system.

4.7.2. Disclosure Exemptions
Disclosure exemptions include but are not limited to the following:

- Bank account
- Banking access
- Banking information
- Banking services
- Banking system
- Banking transaction
- Electronic banking
- Internet banking
- Mobile banking
- Online banking

5. COMPLAINT HANDLING

We examine complaints and work to settle them fairly, and we track complaints to help ensure our practices continue to improve.

5.1. COMPLAINT HANDLING PROCEDURES AND PROCESSES

A complaint is an expression of dissatisfaction about a Product, Service provided by Moya Financial.
Moya Financial has established a process for handling complaints that cannot be resolved satisfactorily internally. Moya Financial has provided an option to escalate an unresolved complaint to a complaint handling system that is independent of the credit union.
Moya Financial has established a process for measuring the satisfaction of its members.

5.2. MAKING COMPLAINT HANDLING INFORMATION AVAILABLE

Moya Financial has made available to Members, Account Holders, and Potential Members, the credit union's complaint handling policy and/or procedure and the contact information for accessing the service. This information is available on the Moya Financials website and in branch, and upon request.

5.3. HANDLING COMPLAINTS

Moya Financial will handle complaints in a fair and transparent manner and responses will be timely in accordance with its Complains policy.

5.4. RECORDING KEEPING

Moya Financial will maintain records of complaints received and the action taken to deal with them, for reporting purposes (in accordance with section 5.5), and if needed for future reference.