

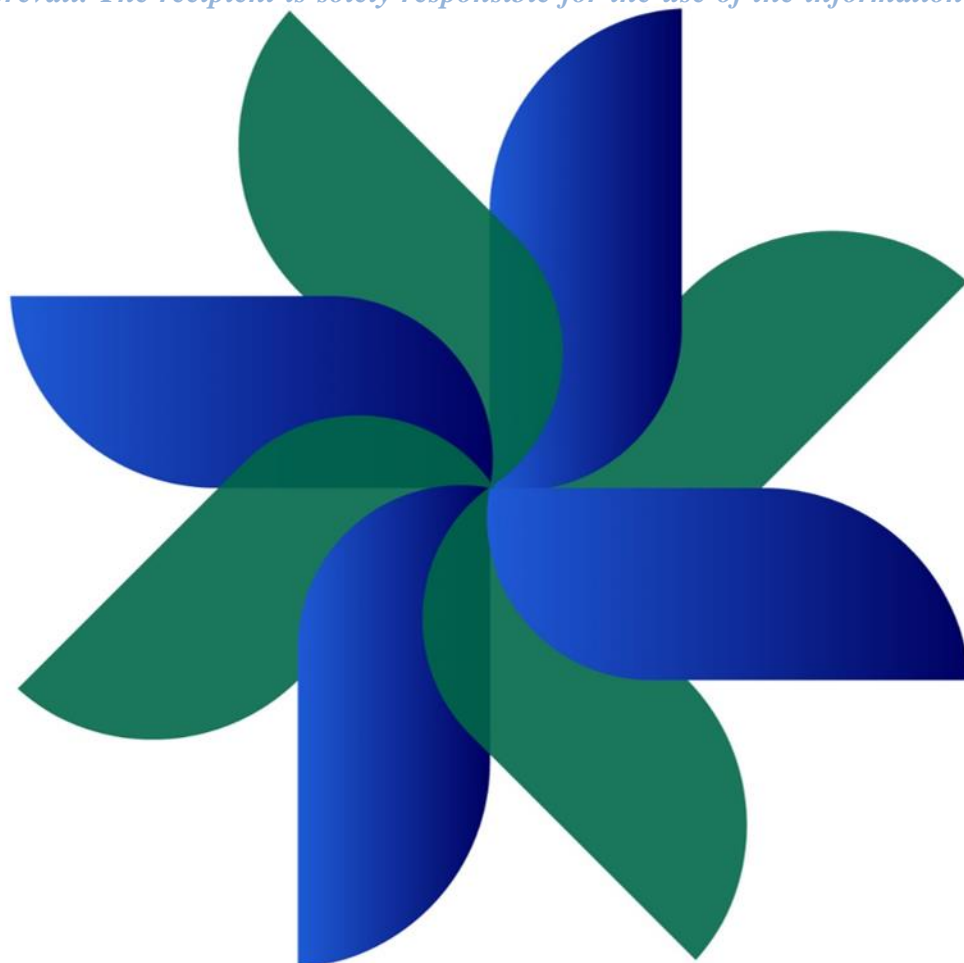
Mir Loyalty Program Standard. Terms of Interaction between Loyalty Program Subjects in Adjusting Customers' Financial Claims

P.221

Version 1.1

The official language of the “Mir Loyalty Program Standard. Terms of Interaction between Loyalty Program Subjects in Adjusting Customers' Financial Claims” (Version 1.1, Moscow 2020) is Russian. This English language text is not an official translation and is provided for information purposes only.

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Payment System: Mir | Mastercard | VISA | AEXP | JCB | UPI | PPS | All PS

Comments:



Scope of Application: Authorization | Certification | Keys and Cryptography | NIV
Clearing and Settlement | Disputes and Arbitration | SEDO | Loyalty

Comments:



	Participants	Vendors
Audience:		
Issuers:	<u>For execution</u>	
Acquirers:	<u>For execution</u>	

Comments:



Contents: *The document regulates the terms of interaction between the Loyalty program Subjects in adjusting Customers' financial claims under the Loyalty program for Mir Cardholders*



Testing/ Check by NSPK: Mandatory | Optional | Not required

Comments:



Feedback: *Should you have any questions related to this document, Participant/Vendor, please create an issue on the support portal (<https://support.nspk.ru>) in your project in the section "NSPK Documentation (Name of the Participant/Vendor)" and specify the point*



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Revision List

P.221		Mir Loyalty Program Standard. Terms of Interaction between Loyalty Program Subjects in Adjusting Customers' Financial Claims
Version	Revision Date	Revision Content
1.0	10.04.2020	Initial version
1.1	10.08.2020	<ol style="list-style-type: none"> 1. Subsection 1.1 hereof was supplemented with the Operator's right (regarding the Standard issues) to determine the detailed interaction procedures in the Operator's internal documents. 2. The phrase "complaint (claim)" was replaced with the word "Request" (in the corresponding number, case, etc.) throughout the Standard

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1. General Provisions

1.1. Document Purpose and Scope

In accordance with the *Loyalty Program Regulations for Mir Cardholders* (hereinafter referred to as the Regulations and the Loyalty program, respectively), the following is determined herein:

- participants and stages of the Customer's Financial claim adjustment procedure;
- terms of interaction between an Issuer and the Operator provided that the Issuer receives a Customer's Request, including a Customer's Financial claim.

The Operator shall be entitled to determine the detailed procedures for interaction between the Loyalty program Subjects regarding this document in the corresponding Operator's diagrams and/or internal documents.

1.2. Terms, Definitions and Abbreviations

Merchant application	An application of a merchant to accede to the <i>Loyalty Program Regulations for Mir Cardholders</i> in accordance with the forms specified in the appendix to the Regulations.
Application	An application of a credit institution / Bank of Russia to accede to the <i>Loyalty Program Regulations for Mir Cardholders</i> in accordance with the form given in the appendices to the <i>Loyalty Program Standard for Mir Cardholders. Credit Institution Registration in Loyalty Program as Acquirer and Certain Terms of Interaction between Acquirer and Operator within Loyalty Program</i> and the <i>Loyalty Program Standard for Mir Cardholders. Credit Institution or the Bank of Russia Registration in Loyalty Program as Issuer and Certain Terms of Interaction between Issuer and Operator within Loyalty Program</i> .
Financial claim	A Customer's Request containing data on the failure to receive or impossibility to receive a Reward gained by the Operator in accordance with the provisions of the Regulations and this document.

The terms and definitions not covered in this Section shall have the meanings set forth by the *Loyalty Program Regulations for Mir Cardholders* and the *Mir Payment System Regulations*.

1.3. Notices**Translation of Documents**

A third party shall not do translation of any document developed by NSPK JSC unless authorized in writing by NSPK JSC. NSPK JSC does not control and is not responsible for the content of the translated document.

The translated texts of documents devised by NSPK JSC shall only be used by a third party to establish the content and meaning of such documents and shall not be legally binding.

The texts of documents compiled in Russian shall prevail over those in another language.

2. Adjusting a Customer's Financial Claim

2.1. Participants of the Customer's Financial Claim Adjustment Procedure

Participants of the Customer's Financial claim adjustment procedure are:

- Customer;
- Partner;
- Acquirer;
- Operator.

2.2. Stages of the Customer's Financial Claim Adjustment Procedure

Adjustment of a Customer's Financial claim includes the following stages:

- examination by the Operator of the feasibility of a Customer's Financial claim and requests to adjust a Customer's Financial claim by a/an Partner/Acquirer, or adjust a Financial claim by the Operator;
- handling the Operator's requests to adjust a Customer's Financial claim.

In case of failure to adjust a Customer's Financial claim by a/an Partner/Acquirer pursuant to the above procedure,

- the Operator shall fulfill an obligation to pay a fine to the Customer on behalf of the Partner/Acquirer;
- a claim to reimburse expenses incurred by the Operator shall be filed.

2.3. Examination by the Operator of the Feasibility of a Customer's Financial Claim and Requests to Adjust a Customer's Financial Claim by a/an Partner/Acquirer, or Adjust a Financial Claim by the Operator

The Operator shall process a Customer's Financial claim within **thirty (30) calendar days** from the date of its registration:

- in case of inconsistency, it shall provide the Customer with a response containing refusal to allow the Customer's Financial claim via a Customer Profile / any other communication channels with the Customer;
- in case of insufficient information in the Customer's Financial claim, it shall generate a request to the Customer to provide additional data and documents required for processing of the Customer's Financial claim via a Customer Profile / during a telephone

- conversation / any other communication channels with the Customer. In such a case, the period of processing of the Customer's Financial claim by the Operator may be extended, but **thirty (30) calendar days** maximum. If the Customer fails to provide the requested data and documents, the Operator may refuse to allow the Customer's Financial claim;
- in case of feasibility, if the Operator does not have information on the Customer's Financial claim adjustment,
 - it shall generate a request to the Customer to provide documents and data specified in this paragraph via a Customer Profile / during a telephone conversation / any other communication channels with the Customer. The Customer shall provide the Operator with (send to the Operator) documents and data, including *inter alia* (if the Operator requested the corresponding documents) an original Customer's Financial claim under its hand in accordance with the Operator's form; a copy of the identity document; a copy of the certificate of registration with the tax authorities (Taxpayer Identification Number (TIN) / (INN)); banking details (including the Customer's account number, the name of the credit institution (bank), the bank identification code (BIK), the bank's correspondent account);
 - after provision by the Customer of the documents and data requested by the Operator, depending on the circumstances established when examining the feasibility of the Customer's Financial claim,
 - it shall generate a request to the Partner to adjust the Customer's Financial claim, containing a requirement to fulfill an obligation to pay a fine to the Customer within **three (3) business days** from the date of receipt by the Partner of the specified request via a Partner Profile / e-mail specified in the Merchant application;
 - it shall generate a request to the Acquirer to adjust the Customer's Financial claim, containing a requirement to fulfill an obligation to pay a fine to the Customer within **three (3) business days** from the date of receipt by the Acquirer of the specified request – on the support portal <https://support.nspk.ru> (hereinafter referred to as the Portal), in the ‘_Loyalty’ project, under ‘Support_business operations’, new issue (or shall use a previously created issue as part of the processing procedure of the Customer's Financial claim) with the wording “Request to Adjust Customer's Financial claim” (hereinafter referred to as the **Claim adjustment issue**);
 - it shall implement necessary measures aimed at adjusting the Customer's Financial claim, including pursuant to the procedure specified in Subsection 2.7 hereof.

2.4. Handling the Operator's Requests to Adjust a Customer's Financial Claim

2.4.1. A Partner shall implement necessary measures within three (3) business days from the date of receipt by the Partner of a request to adjust a Customer's Financial claim and shall notify the Operator of the execution or non-execution of the request, indicating the reason for non-execution via a Partner Profile / communication channels determined by the Operator.

2.4.2. An Acquirer shall implement necessary measures within **three (3) business days** from the date of receipt by the Acquirer of a request to adjust a Customer's Financial claim and shall notify the Operator of the execution or non-execution of the request, indicating the reason for non-execution in the Claim adjustment issue.

2.4.3. The Operator, within **seven (7) business days** from the date of its notification by the Partner/Acquirer:

- of the execution of the request to adjust the Customer's Financial claim, shall provide the Customer with a response containing information on allowing the Customer's Financial claim via a Customer Profile / any other communication channels with the Customer;
- of the non-execution of the request to adjust the Customer's Financial claim and in case of failure to receive a notification from the Partner/Acquirer in accordance with Subitems 2.4.1 and 2.4.2 hereof, shall notify of the intention to fulfill an obligation to pay a fine to the Customer on behalf of the Partner/Acquirer: on behalf of the Partner – via a Partner Profile / e-mail specified in the Merchant application; on behalf of the Acquirer – in the Claim adjustment issue.

2.5. Fulfillment by the Operator of an Obligation to Pay a Fine to the Customer on behalf of the Partner/Acquirer

2.5.1. The Operator shall fulfill an obligation to pay a fine to the Customer on behalf of the Partner/Acquirer.

2.5.2. The Operator shall provide the Customer with a response containing information on allowing the Customer's Financial claim within **five (5) business days** from the date of fulfillment by the Operator of the obligation to pay a fine to the Customer on behalf of the Partner/Acquirer via a Customer Profile / any other communication channels with the Customer.

2.6. Filing a Claim to Reimburse Expenses Incurred by the Operator

2.6.1. If the Operator makes a decision to file a claim to reimburse expenses incurred by the Operator in connection with the fulfillment by the Operator of an obligation to pay a fine to the Customer on behalf of the Partner/Acquirer, the Operator shall generate the specified claim and send it to the Partner/Acquirer.

2.6.2. A claim to reimburse expenses incurred by the Operator shall be sent to the address specified in the Merchant application / Application, or delivered by courier.

2.6.3. A claim to reimburse expenses incurred by the Operator shall be executed within the timeframes specified therein.

2.7. Implementation by the Operator of Measures Aimed at Adjusting the Customer's Financial Claim

2.7.1. In case of failure to fulfill (improper fulfillment) of the Operator's obligations to pay/grant Rewards provided for by the Regulations, the Operator shall implement measures aimed at adjusting the Customer's Financial claim at its own cost and expense.

2.7.2. The Operator shall provide the Customer with a response containing information on allowing the Customer's Financial claim within five (5) business days from the date of adjustment of the Customer's Financial claim by the Operator via a Customer Profile / any other communication channels with the Customer.

3. Interaction between an Issuer and the Operator Provided that the Issuer Receives a Customer's Request, Including a Customer's Financial Claim

3.1. If an Issuer receives a Customer's **Request** under the Regulations, including a Customer's Financial claim, the Issuer, **within three (3) business days** from the date of the Request receipt, and if the Issuer has / receives a Customer's consent to process personal data, including the transfer of personal data to the Operator, to ensure the Customer's participation in the loyalty programs using bank (payment) cards, including by interaction with the Customer via the Internet, postal and other means of communication, including sending SMS/MMS messages,

- shall create an issue on the Portal in the '*_Loyalty*' project, under '*Support_business operations*', new issue with the wording "*Request <Full Name of an individual><mobile telephone number> <the last four digits of the card(s) PAN*" (**hereinafter referred to as Issue 1**) and shall attach the Customer's Request (if executed in writing) in PDF format to Issue 1, or shall specify in Issue 1 the information on the Request otherwise documented by the Issuer (**hereinafter referred to as the Operator's notification of the Request**).

3.2. An Issuer shall ensure the storage of the original Customer's Request / information on the Customer's Request otherwise documented by the Issuer for five (5) years minimum from the date of receipt of the Customer's Request (including the Customer's or Issuer's participation termination in the Loyalty program). At the Operator's request, an Issuer shall provide the original Customer's Request within the timeframes specified therein.

3.3. The Operator, within **three (3) business days** from the date of the Operator's notification of the Request,

- shall register the Customer's Request, except for the cases when there are grounds to leave the Request undecided in accordance with the Regulations;
- shall notify the Issuer of the Customer's Request registration in Issue 1.

3.4. In case of any grounds to leave the Request undecided, the Operator shall notify the Issuer of the refusal to register and process the Request in Issue 1 within **three (3) business days** from the date of the Operator's notification of the Request.

3.5. The procedure for processing the Customer's Request by the Operator shall be governed by the Regulations and this document.