

1. Definitions and Interpretation

1.1 In this Complaints Handling Procedure the following expressions have the following meanings:

“ADR”	Alternative dispute resolution;
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
“Complaint”	means a complaint about BetIndex services, customer service and employees;
“Complaints Policy”	means BetIndex’s settlement of complaints policy, available within the company’s Terms and Conditions under clause 11.7;
“Complaint Reference”	means a unique number assigned to a Complaint that will be used to track that Complaint;
“Customer”	means a player of BetIndex’s and includes potential players who are yet to deposit on the site;
“Data Protection Policy”	means BetIndex’s privacy policy, available from the company’s website;
“External Resolution”	means the referral of a Complaint to the IBAS for resolution by a Customer if that Customer is not satisfied with the outcome of this Complaints Handling Procedure;
“Recommendation”	means the recommended resolution to a Complaint made by the staff member handling a Complaint; and

2. What this Complaints Handling Procedure Covers

2.1 This Complaints Handling Procedure applies to Complaints pertaining to the provision of services by BetIndex or to BetIndex’s customer service and employees;

2.2 For the purposes of this Complaints Handling Procedure, any reference to BetIndex also includes BetIndex’s employees.

2.3 Complaints may relate to any of BetIndex’s activities and or services and may include (but not be limited to):

2.3.1 The quality of BetIndex’s customer service;

2.3.2 The behaviour and/or professional competence of BetIndex’s employees;

- 2.3.3 Delays, defects, system errors or any other problems associated with the provision of services;
- 2.4 The following do not constitute Complaints. Customers raising such questions or matters should be raised through a ticket on the website:
 - 2.4.1 General questions about BetIndex's services;
 - 2.4.2 General questions relating to offers and promotions;
 - 2.4.3 Formal requests for the disclosure of information including, but not limited to, those made under the Data Protection (Jersey) Law 2005;

3. **Receipt and Recording of Complaints**

- 3.1 Customers may make Complaints using any of the following methods:
 - 3.1.1 In writing, addressed to BetIndex at the Registered address of Charter Place, 23-27 Seaton Place, St Helier, Jersey, JE1 1JY;
 - 3.1.2 By email, addressed to Support team, BetIndex at support@footballindex.co.uk;
 - 3.1.3 By live chat, located on the company's website within the customer support page.
- 3.2 Upon receipt of Complaints, the following steps shall be taken as soon as reasonably practicable;
 - 3.2.1 If a written Complaint is received by post, [REDACTED], CEO, shall log the complaint on BetIndex's complaints register;
 - 3.2.2 If a written Complaint is received by email, [REDACTED], CEO, shall log the complaint on BetIndex's complaints register;
 - 3.2.3 If a complaint is received via live chat, [REDACTED], CEO, shall log the complaint on BetIndex's complaints register.
- 3.3 All Complaints shall be given a Complaint identification number and the investigation thereof shall begin within one (1) Business Day.
- 3.4 All Complaints shall be acknowledged in writing within one (1) business day of receipt. The acknowledgement shall inform the Customer of their Complaint Reference, by whom their Complaint is to be handled.
- 3.5 Once a final decision has been made, a notification to you will be sent to your preferred method of contact. Only once BetIndex's full complaints handling procedure has been followed and completed, can you seek external resolution from an Alternative Dispute Resolution entity ("ADR").

4. **Complaint Information**

- 4.1 Customers are advised in BetIndex's Complaints Policy that the following information should be provided in as much detail as is reasonably possible when making a Complaint:
 - 4.1.1 The Customer's name, address, telephone number and email address, indicating any preferred method of communication;

- 4.1.2 Further details of the Complaint including, as appropriate, all times, dates, events, and people involved;
- 4.1.3 Details of any documents or other evidence on which the Customer wishes to rely in support of the Complaint;
- 4.1.4 Details of how the Customer would like BetIndex to resolve the Complaint. Whilst BetIndex will make all reasonable efforts to accommodate such requests, however, BetIndex are not bound to take any action beyond that which BetIndex may be contractually or otherwise legally obliged to take.

5. Complaints Handling

- 5.1 The following staff members are qualified and eligible to handle Complaints:
 - ██████████, CEO – support@footballindex.co.uk
- 5.2 Upon receipt of a Complaint, the Complaint shall be considered and a decision made within fourteen (14) Business Days whether to:
 - 5.2.1 Investigate the Complaint fully if it is considered to be valid, in which case the procedure should resume from Section 5.3; or
 - 5.2.2 Dismiss the Complaint if it is considered to be invalid, in which case the Customer shall be informed of the decision in writing within fourteen (14) Business Days.
- 5.3 Subject to delays arising from circumstances beyond BetIndex reasonable control or beyond the reasonable control of the staff member handling the Complaint (including, but not limited to, delays in other persons responding to communications), Complaints shall be fully investigated, decided upon and a Recommendation made within fourteen (14) Business Days;
- 5.4 If the Complaint relates to (a) particular employee(s), (a “Complainee” or “Complainees”), the Complainee(s) in question shall be informed of the Complaint and a meeting shall be arranged as required to discuss the Complaint. In such cases, the Complainee(s) should not, under any circumstances, contact the Customer directly regarding the Complaint. If the Customer contacts the Complainee(s) directly regarding the Complaint (which they are requested not to do in our Complaints Policy), the Complainee(s) should respectfully refuse to discuss the matter, referring the Customer to Section 5.4 of BetIndex’s Complaints Policy. Any such contact should be reported to BetIndex.
- 5.5 If additional information or evidence in support of the Complaint is required, the Customer shall be contacted using the Customer’s preferred method of communication, stating clearly what information or evidence is required. Customers should be respectfully reminded that any delay in their response to such a request may delay the resolution of their Complaint.
- 5.6 If a Customer is unable or unwilling to provide information or evidence requested under Section 5.5, reasonable endeavours shall nevertheless be used to resolve the Complaint. If, however, it is not possible to uphold the Complaint in the absence of the requested information or evidence, the Complaint may be closed and the Customer informed of the outcome in accordance with Sections 5.9 to 5.12.
- 5.7 The Complaint shall be examined and evaluated, taking full account of all

relevant statements, information, evidence and circumstances. Full objectivity and fairness shall be maintained at all times.

- 5.8 Subject to the exceptions in Section 5.8.1, during the investigation of the Complaint, all records, information, employees that may be necessary to enable an impartial and thorough investigation shall be made available.
- 5.8.1 Access to the following records and/or information is restricted and shall require the authorisation of [REDACTED], Money Laundering Reporting Officer;
- a) Suspicious Transaction Reports;
 - b) Reports disclosed to the Financial Crime Unit;
- 5.9 Following examination of the Complaint, a decision shall be reached within the time period set out in Section 5.3 (subject to the exceptions noted therein). Resolution Actions that may be chosen are set out in Section 6.
- 5.10 Once a decision has been made, recommendations shall be reviewed by [REDACTED], CEO, within 1 Business Day before the Customer may be informed of the outcome.
- 5.11 In the event that INSERT NAME does not agree with the decision and/or Recommendation under Section 5.10 he shall give reasons for such disagreement and the decision and/or Recommendation shall be reconsidered by the staff member responsible for investigating the Complaint within five (5) Business Days. If, following resubmission to [REDACTED], he still does not agree with the Decision and/or Recommendation, A the Designated Officials preferred decision and/or Recommendation shall be final.
- 5.12 Once a decision has been approved or a final decision made under Section 5.10 or 5.11, as applicable, a notification shall be sent to the Customer by their preferred method of contact. The Customer shall also be reminded of their right to seek External Resolution of their Complaint from IBAS on adjudication@ibas-uk.co.uk or the UK Gambling Commission using the online form found at <http://www.gamblingcommission.gov.uk/Contact-us/Complaints/Operator-form/Complain-operator.aspx>. A copy of the notification and decision should be filed on the BetIndex complaints register.
- 5.13 If a delay either occurs or is considered likely to occur at any stage of this procedure, the Customer should be informed using his or her preferred communication method. The Customer should be informed of the length or likely length of the delay and the reasons therefor.

6. External Resolution

UK Players

- 6.1 As BetIndex is regulated by the UK Gambling Commission, all UK Customers have the right to seek External Resolution of Disputes by an external Alternative Dispute Resolution entity (“ADR”). IBAS will act as the ADR for BetIndex in respect of all UK players and not in its capacity as a regulator. The ADR can be contacted by email at adjudication@ibas-uk.co.uk and contacting the ADR is free of charge for customers.
- 6.2 The UK Gambling Commission will not handle any complaints in accordance with BetIndex Complaints Handling Policy relating to UK Customers. The

nominated ADR will act as a representative for the UK Gambling Commission and will require contact with BetIndex and may require access to documents and information pertaining to a Complaint in the event that a Customer refers their Complaint for External Resolution. Any and all such interactions between the ADR and BetIndex shall take place via the Money Laundering Reporting Officer. Any and all requests made by the ADR for evidence or information, whether written or oral, shall be answered within five (5) business days, subject to the approval and authorisation of the MLRO who shall ensure that said request is reasonable and pertinent given the nature of the Complaint.

7. Confidentiality and Data Protection

- 7.1 All Complaints, Appeals, evidence and other information gathered, held and processed under this Complaints Handling Procedure shall be treated with the utmost confidence at all times. Such information may be shared with employees of BetIndex only to the extent required to resolve the Complaint in question in accordance with this Complaints Handling Procedure.
- 7.2 In the event that the details of a Complaint are to be used for training or quality improvement purposes, in which case they may be shared with other employees of BetIndex beyond the scope of this Complaints Handling Procedure, the relevant Customer's express permission must first be sought using that Customer's preferred contact method. Personal details (that is, anything that may be used to identify the Customer) shall be removed from all information so used. Such permission may be revoked at any time in accordance with the Customer's right to do so under Section 6.2 of BetIndex's Customer Complaints Policy.
- 7.3 All personal information collected by BetIndex (including, but not limited to, Customers' names and contact details) shall only be collected, used and held in accordance with the provisions of the Data Protection (Jersey) Law 2005 and our Customers' rights under that Act, as detailed and embodied in BetIndex Data Protection Policy.

8. Procedure Review and Responsibility

- 8.1 Overall responsibility for this Complaints Handling Procedure and the implementation thereof lies with [REDACTED], CEO.
- 8.2 This Complaints Handling Procedure shall be reviewed annually and shall be updated as required.
- 8.3 This Complaints Handling Procedure was last reviewed on 14th November 2014.