



Training of lawyers on EU instruments on Family Law and Insolvency Law (CiviLAW)

Recognition of Insolvency Proceedings – Cruz Amado

Bilbao, 7 October 2022



The project is co-financed with the support of the European Union's Justice programme

Recognition of insolvency proceedings



66
99

Spanish Insolvency Act 2003.

- Financial crisis.
- Claw back actions.

Background



Recognition

Member States; EIR bis

Non-Member States:

- (i) Insolvency Act
- (ii) Recast o the Insolvency Act



Scheme of arrangements

- Statutory contract between debtor and creditors- Companies Act 2006.
- Insolvency related.
- Binds dissenting creditors.
- Spain and other European States unanimous approval required outside a formal insolvency proceeding.
- Recognition issues; EIR? BR? Rome Convention? Successful examples- Metrovacesa.

Recognition of insolvency proceedings

European Regulation (EIR bis)

- **Applied to:**
 - (i) public collective proceedings related to insolvency.
 - (ii) debt reorganization and liquidation.
 - (iii) in a like hood of insolvency scenario by means of the proceedings included in Annex A.
- **Paragraph 65 of the Preamble:**
 - Automatic recognition; extend of the effects of the opening State Member.
 - Restriction on the exceptions.
- **Art. 19, 20 & 32:**
 - recognition of decisions of opening development, conclusion.
 - Resolutions that "derive directly from insolvency proceedings".
 - Precautionary measures related to the procedure.
 - Other resolutions: requirements and conditions established in the RBI bis.

Recast of the Insolvency Act

- **Requirements:**
 - The decision relates to collective proceedings based on the insolvency of the debtor/pre insolvency workouts.
 - Final resolution.
 - Control of the jurisdiction of the court or authority.
 - The decision has not been pronounced in default of the debtor.
 - The resolution is not contrary to Spanish public order.
- **Reciprocity:** Article 721 RIA vs. art. 3 Act 29/2015 on International Cooperation.
- **Amendment:** Article 753.2º- "functional equivalency".

European Directive on restructuring matters & EIR; stays & restructuring plans.

- **Stays:** The resolution ordering the moratorium must be recognised in the other Member States in accordance with the EIR Bis. Therefore, dissenting creditors cannot (i) initiate individual enforcement actions in the EU, if they are affected by the stay; (ii) or request the initiation of a main proceeding of insolvency in other Member States.
 - Limitations; Art. 8 (i.e in rem guarantees) and secondary proceedings.
- **Restructuring plans:** An agreement may be confirmed (approved) by the Member State in which the debtor's COMI is situated, and in that case, it will have **universal effects**, or by the courts of the Member State (or Member States) in which the debtor has an establishment, and in that case, it will have **territorial effects**.
 - The principle of automatic recognition of decisions laid down in the EIR Bis presupposes that the decision confirming the plan, including its protection against insolvency decisions, extends its effects from Member State A, where the agreement was confirmed, to Member State B, where the insolvency procedure is ultimately opened.



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Preventive restructuring frameworks, discharge of debt
and Disqualifications – Georgios Psaroudakis

Bilbao, 7 October 2022



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Preventive restructuring frameworks: general presentation (1)

- Under Directive (EU) 2019/1023 Member States are now required to provide for pre-insolvency restructuring proceedings (e.g., Germany introduced a restructuring framework with the StaRUG Law), with debtor in possession and stay of enforcement (in principle).
- This is explained:
 - as a substantive policy, in terms of allowing business to continue, avoiding job losses, preventing the build-up of NPLs (rec. 2-4), but also ...
 - as a matter of competence (contribution to the internal market), in terms of removing discrepancies among Member States that disincentivize cross-border investment in business, in particular SMEs. This is also the connection with the Capital Markets Union.

Preventive restructuring frameworks: general presentation (2)

- Important features of the Directive (that have also attracted some criticism):
 - It allows Member States numerous and significant options (in determining the trigger for proceedings, the distributional rules, the limits of the stay of enforcement etc.).
 - This may be thought to undermine the contribution to the internal market, but
 - it is also inevitable to an extent due to the lack of broader harmonization in insolvency.
 - It is (or rather allows Member States to be) quite debtor-friendly, thus being part of a certain “restructuring euphoria”: It is possible to apply an early trigger, to benefit rather easily from a stay of individual enforcement, to have significant leeway in designing the plan that may be imposed on certain creditors.

Preventive restructuring frameworks: trigger

- “Likelihood of insolvency” is explicitly left to be determined in national law (like insolvency itself): art. 2(2). This is significant, as the trigger allows the legal position of individual creditors to be modified even without their consent.
- National laws adopt the same open-ended term “likelihood of insolvency” (e.g. in Greek restructuring law), or use previously known triggers (e.g. “difficultés qu’il n’est pas en mesure de surmonter” in French law or “drohende Zahlungsunfähigkeit, i.e. imminent inability to pay debts” in German law).
- Issues to be determined include in particular:
 - whether insolvency is defined on the basis of a liquidity test only, or a balance sheet test too, and even more to the point ...
 - how likelihood is defined, i.e. with which probability in which timeframe, or alternatively with reference to broader difficulties.

Preventive restructuring frameworks: distributional rules (1)

- Distribution in restructuring (i.e., determination of the net present value of each creditor's claim, as settled) in two logical stages, given that ...

Total value to be distributed = liquidation value + restructuring surplus:

1. Liquidation value distributed on the basis of creditors' ranking in a hypothetical valuation in insolvency: "no creditor worse off".
2. Restructuring surplus distributed on the basis of the restructuring plan, with more discretion, while abiding by a priority rule.

Preventive restructuring frameworks: distributional rules (2)

- Liquidation value: “no creditor worse off” (than without the restructuring plan), aka “best interest of creditors” applies under art. 2(1)(6).
 - Value-based model of protection for claims of individual creditors.
- The conceptual difficulty: Is liquidation the proper counterfactual in “solvent” proceedings?
 - In any case, it is not necessarily a piecemeal liquidation.
 - Art. 2(1)(6) also refers to the “next-best-alternative scenario”, probably an alternative restructuring, which is however very hard to establish.
- The practical difficulty: Valuation in a counterfactual; “a guess compounded by an estimate”.

Preventive restructuring frameworks: distributional rules (3)

- Restructuring surplus (beyond “no creditor worse off”):
 - Creditors (and possibly shareholders) vote on the restructuring plan in classes. The plan is imposed on the intra-class minority.
- Main question: May the plan be imposed on a whole dissenting class (cross-class cram-down)?
 - To begin with, either a majority of classes or at least a class that is “in the money” must have accepted the plan.
- The possibility of a cross-class cram-down is determined on the basis of a priority rule. Art. 11 provides for two alternatives for Member States to choose a priority rule.

Preventive restructuring frameworks: distributional rules (4)

- Absolute priority rule (adopted in France, Germany):
 - Cross-class cram-down applies if all classes junior to the dissenting class receive *nothing* (except if a deviation is necessary for restructuring purposes).
 - E.g.: If secured (and junior) creditors accept the plan but senior creditors reject it, the plan may be imposed on senior creditors (who receive 10% of nominal value) if junior creditors receive nothing.
- Relative priority rule (novelty of the Directive, rather preferred by it, adopted in the Netherlands, Austria, Greece):
 - Cross-class cram-down applies if all classes junior to the dissenting class receive *less than the dissenting class*.
 - E.g.: If secured (and junior) creditors accept the plan but senior creditors reject it, the plan may be imposed on senior creditors (who receive 10% of nominal value) if junior creditors receive < 10%.

Discharge of debt and disqualifications (1)

- Title III of Directive builds on ch. IV of the Commission Recommendation 2014/135/EU.
- Discharge is conceived of as the basis of a “fresh start”. It is also analyzed in the context of the level playing field. Discrepancies among Member States in the discharge regime affect both:
 - debtors, who may relocate in search of a more favourable regime, and
 - creditors, who have to deal with different conditions of credit.
- Thus, possibility of discharge is required for entrepreneurs, not for consumers.
- The Directive does acknowledge the problem of consumer over-indebtedness. It recommends (rec. 21) the applicability of discharge to consumers too.

Discharge of debt and disqualifications (2)

- Principle of discharge by default (art. 21(2)): The debtor does not need to apply for discharge. It is the denial of discharge, rather than discharge, that requires a decision of the competent authority (acting ex officio or, more probably, upon application of creditors). Somewhat confusingly, art. 23(1) allows Member States to allocate burden of proof (potentially on the debtor).
- Discharge applies three years post confirmation of a repayment plan, or (more importantly) three years post start of liquidation proceedings (which continue as such notwithstanding the discharge).
- Permissible exceptions from discharge are provided for in the Directive, but ultimately determined in national law: Tension between the objective of a level playing field and national socio-economic considerations on the balance between debtor and creditors.

Discharge of debt and disqualifications (3)

- Significant exceptions from discharge (denial, smaller field of application, longer period) allowed (to be determined at national level), in particular both:
 - “subjective” exceptions, based on the behaviour of the debtor (“acted dishonestly or in bad faith”), and
 - “objective” exceptions, based on features of some categories of debt (secured, connected with criminal penalties, in tort, in family law).
- Disqualification of the debtor from pursuing certain activities must also cease at the end of the discharge period, in order to allow for the fresh start.



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Contracts and rights related to insolvency proceedings
and protection of third parties – Giuseppina Ivone

Bilbao, 7 October 2022



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EU INSOLVENCY REGULATION N. 2015/848 (EIR)

Key Elements of EIR

- EIR does not provide uniform substantive law provisions for members of the EU
- Purpose is:
 - (i) to promote recognition and co-operation between different insolvency regimes of individual member states within the EU;
 - (ii) to unify code for governing law rules and automatic recognition of proceedings across member states
- Concept of “centre of main interests” (COMI) to determine opening of main proceedings

EU REGULATION 2015/848 (EIR) LAW APPLICABLE

Lex fori concursus

- General Rule: the law of the State of the opening of proceedings governs insolvency proceedings and their effects
- Exceptions: the general rule is subject to a number of exceptions and carve-outs (such as: 'rights in rem', rights of security, rights of set-off; contracts relating to immovable property, rules of payment systems and financial markets and contracts of employment)

LEX FORI CONCURSUS (ART. 7.1 OF THE EIR)

Law of the Member State of the opening of proceedings is:

- ✓ applicable to insolvency proceedings and their effects on the persons and legal relations concerned
- ✓ applicable to the conditions for the opening of those proceedings, their conduct and closure – examples in a non-exhaustive list in Art. 7 (2) of the EIR
- ✓ applicable in both main and territorial proceedings: the opening of secondary proceedings triggers application of local law of the state where those proceedings are started

LEX FORI CONCURSUS (ART. 7. I)

Predominance of the *lex fori concursus*

- ❖ The extent of the application of *lex fori concursus*: to be determined on case by case basis depending on how 'the law applicable to insolvency proceedings and their effects' is defined
- ❖ Consequently: application of the *lex fori concursus* may be excluded where the relevant action related to insolvency is contained within general civil law
- ❖ Distinction between legal matters covering insolvency related questions and other matters relating to company law, tort law, civil law and so on.

LEX FORI CONCURSUS (ART. 7. 2)

- List of matters which the *lex fori concursus* applies in accordance with art. 7(1)
- The list is not exhaustive (see. Virgo- Schmit Report)
- Thirteen matters, among others:
 - (i) the conditions under which set offs may be invoked
 - (ii) the effects of insolvency proceedings on current contracts to which debtor is party
 - (iii) rules governing the lodging, verification and admission of claims;
 - (iv) rules relating to the voidness, voidability or unforceability of legal acts detrimental to the creditors.

THIRD PARTIES' RIGHTS IN REM (ART. 8) PURPOSE

- Examples of rights in rem: pledge, mortgage, floating charg 

- Flexible definition of right in rem (no common concept in EU). Two characteristics:
 - (i) its direct relations with the asset it covers, which remains linked to its satisfaction

 - (ii) the absolute nature of the allocation of the right to the holder: the person who holds such right can enforce it against anyone who breaches or harms the right; the right can resist individual enforcement by third parties and in collective insolvency proceedings

THIRD PARTIES' RIGHTS IN REM (ART.8.1) EXCEPTION

- Art 8 excludes rights in rem of third parties concerning assets of the debtor from the effects of insolvency proceedings → the right continues to exist (and may be exercised) as if insolvency proceedings were not opened
- Basis, validity and extent of rights in rem be determined in accordance with the *lex rei sitae*: the law of the state where the asset is located
- Consequently:
 - (i) The holder of the right in rem is therefore expected to exercise the right in rem;
 - (ii) The right can be affected by opening secondary proceedings of the debtor has an establishment in the state where the assets are located

THIRD PARTIES' RIGHTS IN REM (ART. 8)

Example

Pleite GmbH, a German company, has real estate situated in Italy, encumbered by a mortgage (hipoteka) to the benefit of Intesa Bank, an Italian bank. Insolvenzverfahren is opened against Pleite GmbH in Germany.

What are the rights of Intesa Bank

1. Intesa's mortgage is unaffected by German proceedings. It can be satisfied from the mortgage according to general (non-bankruptcy) rules of Italian law. The German liquidator of Pleite GmbH may keep the real estate by paying Intesa's claim (which would extinguish the mortgage).

2a Intesa is satisfied in German proceedings according to rules of Italian Business Crisis and Insolvency Code applicable to claims secured by mortgage

2b Intesa is satisfied according to the procedure of German law but the basis construction of right to separate satisfaction provided for by the Italian law is applied

SET –OFF (ART. 9)

- Art. 9 preserves the right of set off where there is permitted under the law applicable to the debtor's claim
- Recital 70 of the EIR: set off would acquire a kind of guarantee function based on legal provisions on which the creditor concerned can rely at the time when the claim arises

RESERVATION OF TITLE (ART.10)

- Economic and legal function: securing the claim of seller on an asset in a way similar to *a right in rem*
- The asset subject to sale with reservation of title is situated in another Member State than the state of the opening of proceedings.
- Two rules:
 - (i) the purchaser becomes insolvent: seller's rights despite off the opening of the proceedings – see CJEU Case 08/292;
 - (ii) the seller becomes insolvent: no grounds for terminating the sale if the buyer continues to make payments.

**RESERVATION OF TITLE
ECJ JUDGMENT OF 10.9.2009, CASE C-08/292,
GERMAN GRAPHICS**

- German Graphics, a German company, sold machines to Holland Binding, a Dutch company.
- Reservation of title clause in favor of the seller. Machines are situated in the Netherlands.
- 1.11.2006 – Dutch insolvency proceedings against the buyer (Holland Binding)
- 5.12.2006 – on request of German Graphics, German court issues an order for protective measures concerning the machines situated in the Netherlands
- 18.12.2006 – Dutch court declares the order of the German court enforceable in the Netherlands. Following subsequent appeals, the Hoge Raad (Dutch Supreme Court) refers the case to the ECJ.

GERMAN GRAPHICS CASE - ISSUES

- Applicability to the order for protective measures of Regulation 44/2001 (Brussels I) on jurisdiction, recognition and enforcement of judgments in civil and commercial matters or European Insolvency Regulation :
 - (i) is an action to recover assets subject to reservation of title or an action which relates to bankruptcy or the winding-up of an insolvent company (Art. 1(2)(b) of Brussels I or EIR ?)
 - (ii) does this action constitute a civil or commercial matter in the meaning of Brussels I?
- Applicability of Dutch law under Art. 7(2)(b) of EIR to determine the assets included in the insolvency estate: is German creditor protected from the effects of Dutch proceedings by his reservation of title?

GERMAN GRAPHICS

- the action against a debtor subject to insolvency proceedings to recover assets covered by reservation of title is an independent claim, neither derived from insolvency proceedings nor closely linked to it
- EIR is not applicable
- Brussels I is applicable as the matter is civil/commercial

CONTRACTS RELATING TO REAL ESTATE (ART. 11)

- Scope: effects of insolvency proceedings on contracts relating to real estate (e.g. rent, usufructuary lease, leasing, preliminary contracts to acquire real estate, sale not yet fully performed) at the time of the opening of proceedings)
- The law of the Member State where the immoveable property is situated (*lex rei sitae*) determines the effects of insolvency proceedings on the contract: therefore the validity of the contract and the conditions under which it may be terminated are dealt with by that law (example: in some cases the liquidator may use the right to decide whether to terminate or to fulfill the contract (cf. Art. 173- 174 of the Italian Business Crisis and Insolvency Code, hereinafter CCII))

CONTRACTS RELATING TO REAL ESTATE (ART. 11 THE EIR)

➤ Issue: whether avoidance actions should be brought under the *lex fori concursus* or the *lex rei sitae*:

(i) as avoidance action is an effect of the opening of the proceedings it should be governed by the *lex rei sitae* (art. 11); or

(ii) art. 11 deals with the termination and execution of the contract not with the avoidance

The last solution does avoid one possible conflict where the contract relating to immovable property itself creates a right in rem since the avoidance of a right in rem would be dealt with the *lex fori concursus*.

DIRECTIVE EU 2019/1023 ON PREVENTIVE RESTRUCTURING FRAMEWORKS

- Regulation 2015/848 is an instrument limited only to cross border insolvencies and judicial cooperation
- Directive aims to establish substantive minimum standards for preventive restructuring procedures as well as for procedures leading to a discharge of debt entrepreneurs
- Directive is fully compatible with and complementary to EIR by requiring member states to put in place preventive restructuring procedures which comply with certain principles of effectiveness (Recital 13)

DIRECTIVE EU 2019/1023 ON PREVENTIVE RESTRUCTURING FRAMEWORKS

- According to some scholars the Directive EU 2019/1023 might trigger a wave of forum shopping across Europe – consider article 22 which regulate cross class cram down
- Risk: if a distressed company has its COMI in a State whose restructuring proceedings endorse the absolute priority rule (APR) this company might be inclined to relocate its COMI in another state whose restructuring proceedings endorse the relative priority rule (RPR)

LITERATURE

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Secondary Insolvency Proceedings – Javier Zuloaga

Bilbao, 7 October 2022



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Main issues



Jurisdiction. Granted if courts of another Member State shall have jurisdiction to open insolvency proceedings against that debtor only if it possesses an establishment within the territory of that other Member State. Effects restricted to the assets of the debtor situated in the territory. Insolvency not re-examined.



Law applicable to secondary insolvency proceedings shall be that of the Member State within the territory of which the secondary insolvency proceedings are opened.



Cooperation. i. Between insolvency practitioners; ii. Between Courts; iii. Between insolvency practitioners and Courts. Information, restructuring, realization, appointment of practitioners, protocols and agreements.



Right to request. Insolvency practitioner in the main; and any other person or authority empowered to request the opening of insolvency proceedings under the law of the Member State within the territory of which the opening of secondary insolvency proceedings is requested.

Undertaking to avoid secondary insolvency proceedings



Who. Insolvency practitioner in the main insolvency proceedings may give a unilateral undertaking (the 'undertaking') in respect of the assets located in the Member State in which secondary insolvency proceedings could be opened. Needed for approval of known local creditors.



Information to creditors. About the intended distributions. If that information does not comply with the terms of the undertaking or the applicable law, any local creditor may challenge. No distribution shall take place until the court has taken a decision.



Provisional measures. Local creditors may also apply to the courts of the Member State in which secondary insolvency proceedings could have been opened in order to require the court to take provisional or protective measures to ensure compliance by the insolvency practitioner with the terms of the undertaking.



Liability. The insolvency practitioner shall be liable for any damage caused to local creditors as a result of its non-compliance with the obligations. Some of such obligations subject to local regulations and law.

Judicial decision and its review



Pleadings. A court seised of a request to open secondary insolvency proceedings shall immediately give notice to the insolvency practitioner or the debtor in possession in the main insolvency proceedings and give it an opportunity to be heard on the request.



Undertaking. Not opening at request of the insolvency practitioner or the debtor in possession, should the undertaking adequately protect general interests of local creditors.



Stay. Where a temporary stay of individual enforcement proceedings has been granted in order to allow for negotiations between the debtor and its creditors, for a period not exceeding 3 months, provided that suitable measures are in place to protect the interests of local creditors.



Lifting the stay. If an agreement; if detrimental to creditor's rights (negotiations disrupted, unlikely concluded, infringement of prohibition of disposal, or infringement on removal of assets from territory of establishment).



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Data protection and Insolvency – Leandro Núñez

Bilbao, 7 October 2022

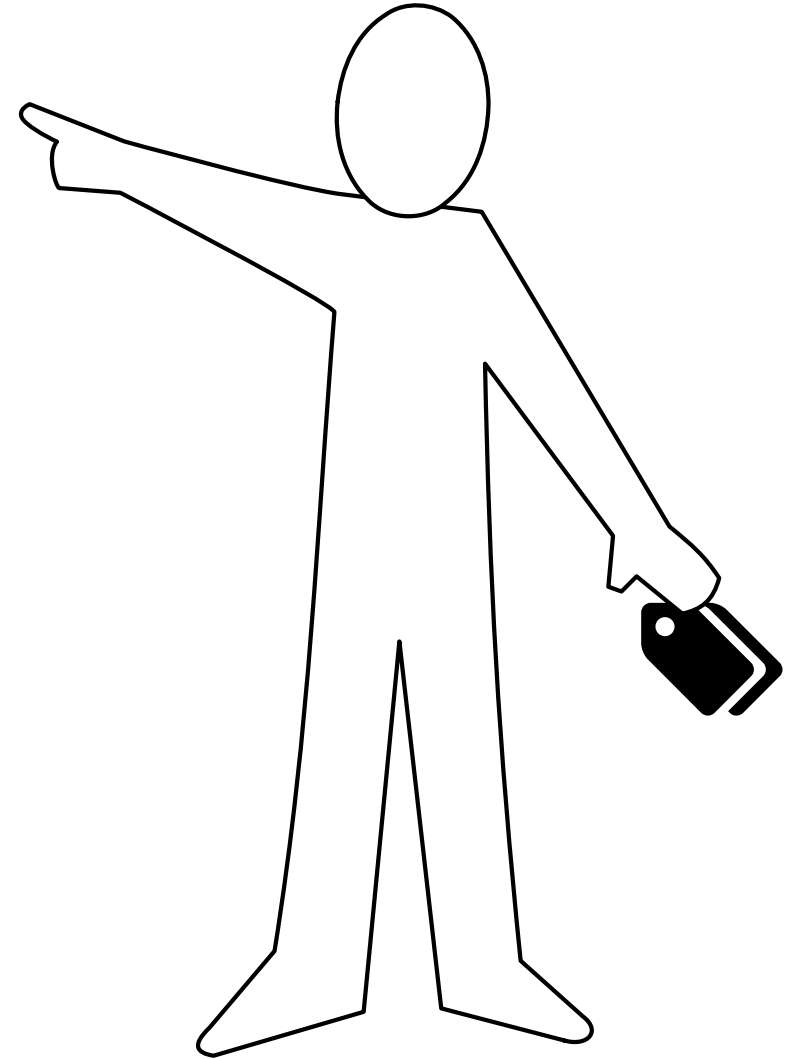


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Let's talk about personal data

What is 'personal data'?

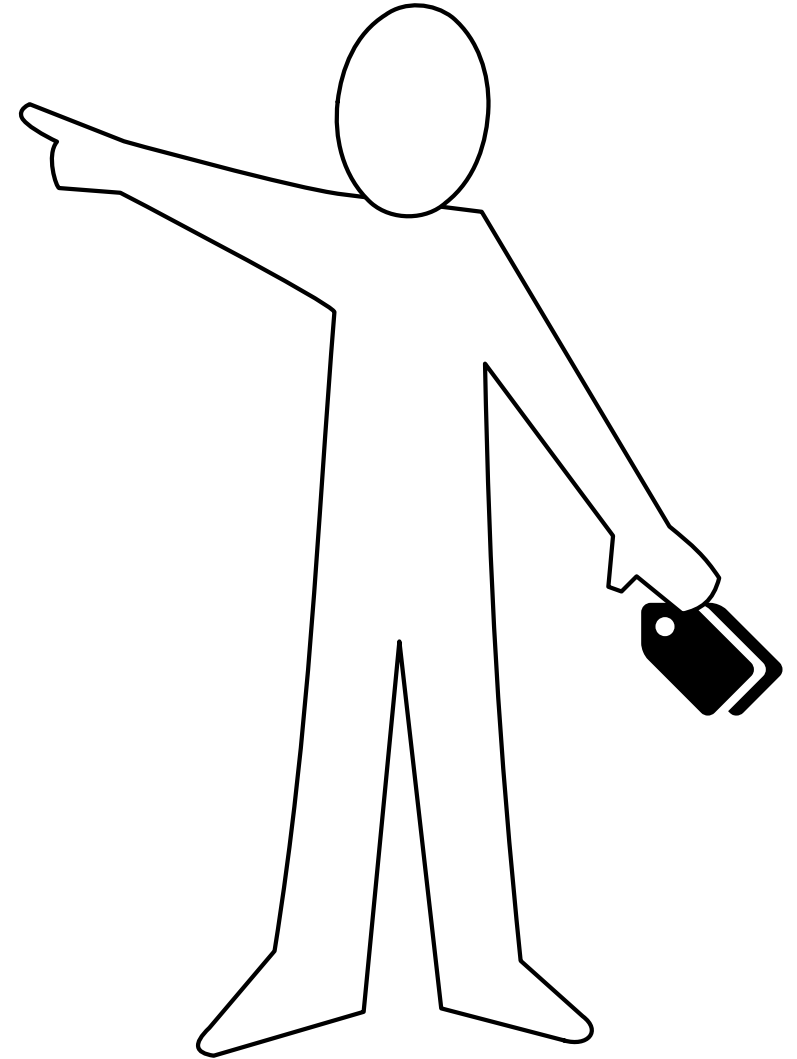
Any information that relates to an identified or identifiable living individual.



A very broad concept

Any information is personal data if it concerns a natural person reasonably likely to be identified.

This includes information about late payments, loan defaults and other unfulfilled economic obligations by individuals.



Personal data protection



It is a fundamental right



It gives a power of control...

WALLBRIDGE
VIA TOWPATH 3.6KM



SAUL JUNCTION
VIA TOWPATH 8KM



COTSWOLD WAY SOUTH
VIA SELSLEY
COALEY PEAK 5 3/4 MILES



COTSWOLD WAY NORTH
HARESFIELD BEACON 4 MILES



...and disposition over the data

It is guaranteed by a European regulation

The General Data Protection Regulation (GDPR) is the piece of law governing the processing of personal data in the European Union.

Member States have also passed national laws implementing this Regulation. In Spain, we have adopted the “Organic Law 3/2018, on the Protection of Personal Data and the guarantee of digital rights”.

Principles of GDPR

Lawfulness, fairness and transparency

They shall be processed lawfully, fairly and in a transparent manner in relation to the data subject.

Purpose limitation

They shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes.

Data minimisation

They shall be adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

Principles of GDPR

Accuracy

They shall be accurate and, where necessary, kept up to date. Personal data that are inaccurate should be erased or rectified without delay.

Storage limitation

They shall be kept for no longer than is necessary for the purposes for which they are processed.

Integrity and confidentiality

They shall be processed in a manner that ensures appropriate security of the personal data and prevents unauthorised access to such data.

Legal grounds for the processing
of personal data

Applicable legal grounds

- ▶ The data subject has given consent
- ▶ Performance of a contract
- ▶ Compliance with a legal obligation
- ▶ Protect the vital interests of the data subject
- ▶ Performance of a task of a public interest
- ▶ Overriding legitimate interest
- ▶ Derogations provided for in article 9.2 GDPR

Conditions for consent

Consent must be freely given, which implies real choice and control for data subjects.

If the data subject has no real choice, feels compelled to consent or will endure negative consequences if they do not consent, the consent will not be valid.

Consent can be withdrawn by the data subject at any given time.

Processing data in the context of contracts

Where a controller seeks to establish that a processing is based on the performance of a contract with the data subject, it must assess that it is objectively necessary to perform the contract.

I.e. the European Data Protection Board stated that fraud prevention “is likely to go beyond” what is objectively necessary for the performance of a contract.

Overriding legitimate interest

This legal ground can be used when the interest of the data controller overrides the interests and fundamental rights of the data subject.

Information about this “overriding legitimate interest” shall be provided to data subjects.

Each case must be carefully evaluated.

Credit reporting systems

Why are these systems important?

Credit reporting systems are an essential tool for financial institutions to grant loans to their customers, as well as for deferred sales, since they:

- ▶ Enhance economic stability; and
- ▶ Address the problem of asymmetric information, making access to credit cheaper and easier for creditworthy customers.

Credit reporting systems in Europe

Most European countries allow the storage of “positive” information; while others allow the processing of “negative” data only (that is, information about late payments, loan defaults and other unfulfilled economic obligations).

Since we are talking about insolvency, we will focus only in the so called “negative data”.

Credit reporting systems in Europe

The Spanish act implementing GDPR creates a presumption according to which there is an overriding legitimate interest when certain requirements are met when including debts in one of these systems.

This does not exclude the lawfulness of such processing when the conditions laid down in the text are not strictly met.

What data can be included?

Information on certain, of a fixed amount and due outstanding debts, provided that:

- ▶ The debtor has been informed in advance; and
- ▶ A certain period has not elapsed since its maturity date (in Spain, five years).

Transparency is essential, either when contracting or when the default notice is sent.

When those systems can be consulted?

Only when it is necessary to assess the economic situation of the consumer, such as:

- ▶ Ongoing contractual relationships
- ▶ Financing contracts
- ▶ Installment contracts
- ▶ Periodic billing

Storage limitation

Principle of accuracy: only information that is accurate and kept up to date can be retained in these systems.

- ▶ Entities must report each partial payment to the relevant credit bureau;
- ▶ Beneficiaries of a “exoneration of unsatisfied liabilities” must be excluded from these systems.
- ▶ In Spain, “debt equal to zero” is considered unfair.

Joint controllership

The credit bureau is liable for obligations such as implementing security measures or give notice to the debtors of their inclusion in the system.

The financial entity is liable for the data it discloses to the bureau or to which it access.

Some specific obligations in Spain

Debts subject to judicial or extrajudicial claims, or debts of less than 50 euros, cannot be included in those systems.

If any transaction is refused as a result of a consultation, consumers must be alerted to this fact.