




**CODE OF CONDUCT  
FOR MANAGEMENT AND  
PROTECTION OF CREDIT**

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# UNIREC-CONSUMERS FORUM FOUNDATION

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**The Unirec-Consumers Forum Foundation** was born on June 18, 2014 as a permanent and organized working table between Unirec companies and the main Consumers Association member of the CNCU (National Council of Consumers and Users).

The FORUM, which is a place of structured dialogue between credit protection companies and consumers, has among its main objectives:

- the constant study of the relationship between Consumers and Professionals, in relation to the management and recovery of credit;
- consumer education, in view of informed access to financial instruments;
- stimulating reflection on the socio-economic function of debt collection and the implementation of 'best practice';
- the creation of appropriate mediation tools to settle any disputes arising between Consumers and Professionals.

# UNIREC

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**UNIREC** is the National Union of Credit Protection Companies. It is a member of Confindustria Innovative and Technological Services and FENCA, the European Federation of National Associations of Debt Collection Companies. It was founded as an association in 1998.

**UNIREC** is the point of reference for professionals working in the sector. Among its principal objectives is the spread of a “bilateral culture of debt collection”; in other words, a culture which brings together the ideas of companies and consumer advice organizations.

**UNIREC** also promotes the ongoing training of its members, thereby actively contributing to the dissemination of best practice in the industry. UNIREC’s Associates are committed to ensuring professionalism and ethics in carrying out their mandates, sign a strict Code of Ethics and form their workers on the proper application of the rules that regulate the sector.

The Board of Arbitrators is the UNIREC body which has the task of rigorously and impartially assessing all requests for admission to the Association, as well as verifying the maintenance of the required “professionalism” and “integrity” for members, be they recent or longstanding admission.

The Board also has the task of assessing any disputes between Associates, including the relationship with Clients and Consumers. The updated list of member companies may be found at [www.unirec.it](http://www.unirec.it).

**UNIREC** is an independent organization not linked to any political party, established to give voice and presence to credit protection sector and the companies working within it. In its statute, among the main purposes of the Association, it highlights:

- the promotion, both in society and within the associated companies, of the social, civic and entrepreneurial values befitting a free, developing society;
- the promotion of forms of collaboration which make it possible to pursue broad, common aims for progress with state institutions, as well as other economic, political, social and cultural organizations;
- the guarantee of professionalism and fairness from member companies.

Pursuant to the organization’s aims, UNIREC has adopted a set of Regulations and a Code of Conduct, from which all its working practices derive, and to whose observance all Associates are committed.

The Code of Conduct takes as its founding principles: the required integrity and experience required of an Associate, its managers and employees; training; a commitment to best practice.

# Adiconsum



**Adiconsum** is a consumer advice organization with nearly 150,000 members, founded in 1987 on the initiative of the CISL. Active throughout Italy, it has over 250 support branches, available at a regional, provincial and local level.

**Adiconsum** negotiates and establishes the conditions for the individual and collective protection of consumers, engaging in constant monitoring of the various consumer sectors.

**Adiconsum** works in close collaboration with institutions and authorities at both on the national and European level, as well as working with major national and international associations; in doing so its actions focus on: Information; Training; Assistance; Consultation; Negotiation; Joint settlement of disputes between consumers and companies.

The organization's activities cover the following areas: insurance, road safety, energy efficiency, environmental sustainability, transport, credit and savings, postal services, telecommunications and new technologies (digital TV, broadband, internet), contracts, sales inside and outside of shop premises, tourism, trade, the food industry, taxation and duties, the automotive industry.

At a national level, **Adiconsum** is a member of CNCU (National Council of Consumers and Users), the Third Sector Forum, the Consumer's Forum, the Forum of Sustainable Finance, and next. It is an ordinary member of IMQ (The Italian Quality Mark Institute). Adiconsum is also the only consumer advice organization to have obtained recognition from the Italian Treasury for its management of the Loansharking prevention fund for families.

At an international level, **Adiconsum** is the Italian coordinator for the European Consumer Centre (ECC NET Italy); it works with the Directorates-General of the European Union and cooperates with major consumer advice organizations in Europe and beyond.

**Adiconsum** shares its experience with numerous partners, European and Italian, launching major information and research campaigns, research initiatives, and campaigns to raise awareness for consumers, in order to respond to the need to promote informed, critical and socially responsible consumption, and thereby creating the conditions for the implementation of a mature and strong culture of social consumerism.

# ADOC

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**ADOC** is the national association for the protection and counseling of consumers, users, savers, sick people and taxpayers. Founded in 1988, the Association counts about 65,000 members, with offices in all provincial capitals and teams of volunteers specialized in consumer rights, able to provide citizens with accurate information, enabled to conduct conciliation and arbitration procedures and ready to assist the association's members in any type of dispute.

Each **ADOC** office offers specialized legal advice provided by corporate lawyers.

**ADOC** carries out constant and intensive negotiation activities and effective actions at European level to define a regulatory framework increasingly focused on the protection of consumers' rights.

The Association also operates nationally at all institutional levels, including the CNCU and the Consumers Forum, where **ADOC** has been represented since their establishment .

# Cittadinanzattiva



**Cittadinanzattiva** is a not-for-profit organization and movement driven by civilian participation operating both in Italy and Europe for the promotion and protection of citizen and consumer rights. Founded in 1978, it has been recognized by the National Council of Consumers and Users (part the Ministry of Economic Development) since 2000.

**Cittadinanzattiva** is active in Italy through its 21 regional secretariats, over 250 local assemblies and with more than 100,000 members.

**Cittadinanzattiva** is active in Europe through the Active Citizenship Network, which brings together about 100 associations spread across 27 countries.

**Cittadinanzattiva's** Mission is focused on the defense of citizens, preventing unnecessary injustice and suffering; the awakening of consciences and a social commitment aimed at improving citizens' quality of life, as well as the promotion of participation and of civilian activism as a motor for social change.

The main fields of action in which **Cittadinanzattiva** pursues its objectives are: health, justice, education and training for active citizenship, consumer policy and corporate citizenship.

With a particular focus on consumer affairs, **Cittadinanzattiva** is committed to the idea of outlining a new approach to the role of consumers and users: a role which tends to go beyond the logic of "delegation" of responsibility on the part of citizens and favors, instead, their full involvement in accessibility, sustainability, quality and care of services.

**Cittadinanzattiva** is also committed to promoting forms of governance in which both public and private institutions act with responsibility in the protection of general interest, but actually work to promote a participatory definition of policies in areas with a strong impact on the quality of life of citizens, such as local public services. This approach is based on the recognition of an active role of all stakeholders, primarily the citizen, intending to pursue that role in line with the principle of horizontal subsidiarity, as recognized by art. 118 u.c. of the Italian Constitution. The Association fully adheres to this principle.

# Federconsumatori

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**Federconsumatori**, formed in 1988 with support from the CGIL, is a non-for-profit organization that has as its main objectives to inform and protect consumers and users. It was founded by experts on consumerism working in universities, the media and Parliament, and engaged for years in the defense of consumer rights.

**Federconsumatori** is an organization for Social Change

**Federconsumatori** is active throughout the country with a network of branches to provide assistance and advice to all citizens. Any consumer has the right to access the association's information counters and branches. Staff at the counters primarily provide an information service to consumers, informing them of their rights, current legislation and the actions to be taken to solve their problems.

The information advice and assistance services are carried out by qualified experts. Any consumer who wishes to may join **Federconsumatori** and take advantage of its one-stop service by paying a fixed yearly fee. For specific kinds of technical legal services, the fees and expenses attributable to the professionals as indicated by the Consumers Association, who apply the minimum fees set out by their respective professional bodies.

**Federconsumatori**, which has operated with great competence and professionalism in the field of consumer rights for the last twenty years, has also promoted numerous initiatives, meetings, debates, conferences, research and information campaigns at different levels: local, national and European.

The association cooperates with EU and national institutions: the European Commission for Consumer Policies, the European Parliament, the Economic and Social Committee, the Ministries, CNEL, the Guarantee Commission Law. 146/90, the regions, provinces, municipalities and Chambers of Commerce.

# Movimento Consumatori

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**Movimento Consumatori** is an autonomous and independent non-for-profit organization founded in 1985 to protect the rights of consumers.

**Movimento Consumatori** is inscribed in the register of social promotion associations (APS), adheres to the ARCI Federation and is a member of the National Council of Consumers and Users (CNCU), created by the Ministry of Economic Development, and works with various third sector parties in order to build a shared network to promote the rights of citizenship.

The organizational structure has more than 60 sections in all of Italy.

**Movimento Consumatori** has also provided citizens with an innovative online consultation facility: the Consumer Counter aims to extend the assistance to citizens who cannot travel to a premise of the association and simplifies the time management of disputes, thanks to a team of experts in all the relevant fields.

# Movimento Difesa del Cittadino

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**Movimento Difesa del Cittadino** (Citizen Defence Movement) (**MDC**) is a national Italian association dedicated to safeguarding the rights of consumers and service users.

It is an integral member of Italy's National Council of Consumers and Users (CNCU), established within the Ministry of Enterprise and Made in Italy (MIMIT), and is listed among the nationally recognised representative associations.

Founded in 1987, the Movement's primary aim is to promote transparency in the relationship between citizens and the Italian Public Administration, facilitating access to information and improving the use of public services nationwide. Over the years, **MDC** has broadened its scope, reinforcing its role in consumer protection across a wide range of markets and establishing itself as a key organisation within the Italian association landscape, particularly on issues such as artificial intelligence and over-indebtedness.

Since 11 December 2021, the association has been led by Antonio Longo, supported by Vice Presidents Peppino Nuvoli, Cristina Rosetti, Enrichetta Guerrieri, and Eugenio Diffidenti.

**MDC** is officially recognised as a Social Promotion Association by the Italian Ministry of Labour and Social Policies and is registered with Italy's National Office Against Racial Discrimination (UNAR) as an organisation committed to combating discrimination. It is also accredited with the Directorate-General for Health and Consumer Protection (DG SANCO) of the European Commission.

The association actively participates in the National Food Safety Committee at the Italian Ministry of Health and is listed in both the European Commission's Transparency Register and the Register of Stakeholders at MIMIT.



**UNC** (National Consumers Union) is the first Italian nonprofit association of citizens and consumers, independent from trade unions and political parties and founded in 1955 by Vincenzo Dona. The Association's sole purpose is the protection and representation of consumers, pursued by issuing legislative and regulatory proposals as well as by providing assistance, counseling, information, education and guidance services.

**UNC** also promotes educational events for schools, raising awareness initiatives and activities for the protection of consumers in Italy and Europe. In addition to this, the Association reports abuse and speculation in all consumption sectors; performs and distributes analysis and comparative testing of food products and consumer goods in order to verify their compliance with legislative provisions, suppliers' declared requirements and consumers and users' needs; fosters actions to control prices and tariffs and the efficiency of public services. At regional level, UNC has more than 150 local committees and delegations in different cities and in all Regions, composed of teams of volunteer workers.

**UNC** issues a number of publications, including a bi-weekly news release, an online newsletter and the monthly magazine "Le scelte del consumatore" (Consumer Choice). Moreover, UNC periodically publishes guides dedicated to specific consumer problems and provides counseling and assistance, also on-line: the UNC 's head office alone receives over 500,000 complaints and queries from consumers members and non-members every year. Consumer members receive free counseling services.

In 2007, the National Consumers Union instituted the Prize "Vincenzo Dona, voce dei consumatori" (Vincenzo Dona, the consumer voice) in memory of its founder, recognized as the father of the Italian consumerist movement. Under the Patronage of the Presidency of the Italian Council of Ministers, the prize is awarded to individuals who have made significant contributions in the field of consumers' protection, to journalists and opinion leaders.



# Code of Conduct for credit management procedures and the protection of credit

## PREMISE

This Code of Conduct, drawn up in accordance with the provisions of art. 27 bis of the Consumer Code<sup>1</sup>, commits credit protection companies (hereafter the “Professional(s)”) as well as the subscriber associations, to respecting the conditions stipulated in the present Code of Conduct.

This Code of Conduct is designed to foster a culture of integrity, transparency, and fairness, helping to establish and maintain a climate of trust between the Professional and Consumers/Debtors.

The guiding principles of the Code of Conduct are:

1. **Transparency:** Ensuring that Consumers/Debtors receive clear and comprehensive information.
2. **Fairness:** A commitment to combating unfair or exploitative commercial practices.
3. **Professionalism:** UNIREC companies pledge to uphold a professional and responsible approach when engaging with Consumers/Debtors to address compliance-related issues. Likewise, the signatory Associations commit to raising awareness among Consumers/Debtors, encouraging their cooperation with Professionals to ensure adherence to regulatory obligations (e.g. anti-money laundering requirements).
4. **Confidentiality:** The signatory Parties recognise that all personal data processing within credit management must comply with the principles outlined in Article 5 of EU Regulation 2016/679 (GDPR)<sup>2</sup>.
5. **Sustainability:** The signatory Parties commit to promoting and implementing ESG (Environmental, Social, and Governance) policies.

The adoption of this Code of Conduct aims to promote dialogue between professionals and consumers that have not fulfilled their obligations, such that all of those involved in the processes of credit protection can operate on the basis of clear and shared rules. Specifically, in defining the rules therein the current edition of the Code of Conduct distinguishes itself from the former one by the involvement of the Clients, the credit owners. The comparison has been initially possible through a series of meetings with the purpose of sharing and discussing the text itself.

<sup>1</sup>Legislative Decree n. 206 of 6 September 2005 as amended by article 1 of Legislative Decree n. 146 of 2 August 2007. Implementation of the Directive 2005/29/EC of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Directives 84/450/EEC, 97/7/EC, 98/27/EC and 2002/65/EC and Regulation (EC) No 2006/2004.” (Unfair Commercial Practices Directive).

<sup>2</sup>Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Under the provisions of art. 27-bis of the Consumer Code the regulations therein recognized also set as their objective the “protection of minors” and “preservation of human dignity”.

Principally credit management procedures include:

- telephone contact between officers of the Professional company and Consumers/Debtors;
- postal or electronic communication;
- meetings between the ‘Home service’ representatives and Consumers/Debtors, the which normally take place at the Consumer’s residence;
- judicial procedure, followed by the Professional through its legal advisors, on the basis of a formal appointment received from Creditors/Clients.

While on one hand the judicial environment is overseen by the Civil Code, the Consumer Code and other normal industry legislation, as well as being regulated by the relevant Code of Procedure, on the other the purpose of this Code of Conduct is to ensure that, within the activities of extrajudicial credit management, a just balance between the rights of the Parties concerned is preserved.

The principles outlined in this Code of Conduct apply to all activities related to credit management and protection undertaken by Professionals.

The signatories of this Code, each within their respective roles, commit to facilitating access to debt counselling services in accordance with Article 36<sup>3</sup> of Directive (EU) 2023/2225 of 18 October 2023 on credit agreements for consumers and repealing Directive 2008/48/EC (the so-called new EU Consumer Credit Directive (CCD)). These services are independent, generally free of charge, and not conducted for commercial purposes.

<sup>3</sup> Article 36 “Debt advisory services”: 1. Member States shall ensure that independent debt advisory services are made available to consumers who experience or might experience difficulties in meeting their financial commitments, with only limited charges payable for such services. 2. For the purpose of fulfilling the obligations laid down in paragraph 1, creditors shall have processes and policies in place for the early detection of consumers experiencing financial difficulties. 3. Member States shall ensure that creditors refer consumers who experience difficulties in meeting their financial commitments to debt advisory services easily accessible to the consumer. 4. The Commission shall, by 20 November 2028, present a report providing an overview of the availability of debt advisory services across Member States and identifying best practices for the further development of such services. Member States shall, by 20 November 2026, and every year thereafter, report to the Commission on available debt advisory services.

## CHAPTER I

# General principles

### ART. 1 Duty of impartiality

- 1.1. The Professional entrusted with the debt collection on behalf of the Clients/Creditors must communicate with the Consumer/Debtor or their delegates maintaining the role of a mere intermediary.
- 1.2. Given that at the act of entrustment of the debt positions it is the Creditor/Client who ensures the legal certainty and duty of debt payment, the Professional agrees to suspend activities should the Consumer/Debtor prove the existence of a pending “credit dispute” as per the conditions outlined in article. 2 Those companies compliant with this Code are nonetheless committed to making Creditors/Clients aware of the principles contained therein.

### ART. 2 Management of disputes and complaints

- 2.1. Without prejudice to the provisions on out-of-court alternative dispute resolution systems for banking and financial transactions and services (membership to the Banking and Financial Ombudsman) applicable to entities authorised by the Bank of Italy, it is the Professional’s responsibility, upon receipt of written communication from the Consumer/Debtor, to classify this same either as a “complaint”, a “credit dispute” or “mediation procedure”, as per points 2.2 and 2.3 respectively.
- 2.2. Should the Consumer/Debtor be able to provide documentary evidence of the existence of a pending “dispute” or “mediation procedure”, the Professional must suspend all activities and return the evidence collected to the Client/Creditor, as per the agreement at the time of his assignment, and wait for further indications on the merits or otherwise of the evidence, as well as instructions regarding the possible continuation of the recovery procedure, which will proceed in compliance with the provisions of this Code.
- 2.3. The receipt of a “complaint” in writing, requires the Professional and/or the Client/Creditor to provide an adequate and timely response to the Consumer/Debtor regarding the correctness of his actions and his compliance with the present Code of Conduct.

ART. 3

**Register of  
Complaints  
and Disputes**

- 3.1.** The Professional must maintain and carefully update, whether in hard copy or electronically, a Register of “Complaints” and “Credit Disputes” in which are stored:
- a) the communications and documentation produced by the Consumer/Debtor in order to:
    - bring forward a dispute regarding the Client/Creditor’s claims, making due record of whether this same has already been formalized;
    - file a complaint about the activities conducted by the Professional’s Representatives during the credit management procedure;
  - b) any feedback provided to the Consumer/Debtor in response to the complaints and disputes received.

## CHAPTER II

# Data processing in credit management

### ART. 4 Lawfulness of data processing

- 4.1. General principles**  
The Professional must seek direct contact with the Consumer/Debtor and verify identity, within the limits dictated by the chosen means of communication, before addressing the reasons for the outstanding debt.
- 4.2. Relations with Third Parties**
- 4.2.1. Should the Professional's Representatives, in the course of the mandate, prove unable to establish direct contact with the Consumer/Debtor and come into contact with Third Parties, they are required to operate in accordance with the principles defined in the Provision of the Data Processing Authority of 30 November 2005.
- 4.2.2. In such circumstances, the Representatives may not "unjustifiably" communicate information relating to the status of default faced by the Consumer/Debtor to Third Parties<sup>4</sup>.
- 4.2.3. The Professional's Representatives may not, therefore, address themselves to any Third Party outside of the contractual relationship, except with legitimate reason and always with the exclusion of minors.
- 4.2.4. There is deemed to be 'legitimate reason' when:
- a) the communication of confidential information is to Third Parties who have already shown themselves to be aware of the circumstances which are the object of the mandate, and are willing to determine the absentee Consumer/Debtor's position on their behalf;
  - b) the disclosure of confidential information is to a Third Party who declares themselves expressly designated by the Consumer/Debtor to manage his/her contractual affairs.
- 4.2.5. Should the Third Party, once the Representative has made themselves known in accordance with the methods described in this article, demonstrate that they already aware of the debt and ask to negotiate on behalf of the Consumer/Debtor, the same safeguards and requirements for the

<sup>4</sup> "Anyone who engages in the processing of personal data in the context of debt collection activities must be bound by the principles of law in the process: this precept is violated by the behavior (implemented by certain economic operators) and consists in communicating without justification to third parties (such as, for example, family members, cohabitants, colleagues or neighbors), information about the condition of default in which the debtor finds himself (behavior sometimes held to exert undue pressure on the borrower in order to obtain payment of the amount due)" - Art. 2, paragraph 1 Ruling of the Privacy Authority 30 November 2005.

protection of the Consumer/Debtor must be adopted.

- 4.2.6. In any event, any contact with persons formally outside of the obligations outlined in the mandate may only take place:
- a) as an alternative, by virtue of the Consumer/Debtor not being immediately reachable at the contact details provided;
  - b) with due consideration for the Consumer/Debtor's dignity and integrity.
- 4.2.7. At every contact the Professional's Representatives are required to provide their full name and contact details at which they can be reached.
- 4.2.8. Moreover, when giving the reasons for their research, the Professional's Representatives must limit themselves to describing their business as the provision of commercial/administrative notices on behalf of the Client/Creditor, and that these same may be delivered to their intended recipient only.

### **4.3** *Actions and research methods*

- 4.3.1. Should the Consumer/Debtor prove unreachable using the contact information provided by the Client/Creditor, research may be carried out through public databases/public records, authorized third-party sources and using information obtained in the normal course of the assignment received.
- 4.3.2. If the Consumer/Debtor, once contacted, objects to the use of contact details obtained through research activities, he/she must—while respecting the contractual obligations originally undertaken—inform the Professional of alternative contact details that may be used for future communication.
- 4.3.3. In any event, the Professional may not collect and store more data than is strictly necessary for the execution of the mandate received.

## **ART. 5** **The relevance and purpose of data processing**

- 5.1** Only the data strictly necessary for the execution of the assignment may be processed.
- 5.2** Once the assignment completed, the Professional must take care to store the data collected during the credit management procedure, for the sole purpose of meeting the legal obligations imposed on him or for the purposes of reporting on the activities undertaken, in the event of a complaint/dispute.

## CHAPTER III

# Fairness of commercial practices

### ART. 6 Common Principles

- 6.1. The Professional must take due care to train his Representatives so as to ensure that contact with the Consumer/Debtor is characterized by good manners and respect, that they are not repeated in an aggressive manner and are, in every case, aimed at establishing an agreed roadmap for communication between the parties with regard to the causes of insolvency and its possible solutions.
- 6.2. During contact with the Consumer/Debtor the Professional's Representatives may not:
  - a) make use of misleading information or threatening tones which may generate undue pressure;
  - b) speculate on possible consequences which are either unrealistic or inapplicable to the particular case;
  - c) represent themselves as an officer reporting directly to the Client/Creditor.
- 6.3. The Professional confirms their commitment to:
  - administer regular training courses for their Representatives relating to the principal industry regulations, the Consumer Code, best practice in debt recovery, as well as the content of this Code of Conduct and the provisions outlined by the competent authorities;
  - provide their Representatives with adequate instructions, in the course of business, in order to avoid incidents of misconduct.
- 6.4. The Professional may not stand in for the Consumer/Debtor by advancing the sums owed and may not claim payment of additional amounts beyond those indicated by the Client/Creditor, or formally agreed with this same.
- 6.5. The Professional must make themselves available to the Consumer/Debtor in order to identify economically viable solutions with regard to the settlement of the debt, and there must, in every case, be a guarantee of compliance with the agreement.
- 6.6. The use of algorithms in credit management procedures is subject, where applicable, to compliance with the European Regulation on Artificial Intelligence (AI ACT)<sup>5</sup>.

<sup>5</sup> Regulation (EU) of the European Parliament and of the Council laying down harmonised rules on artificial intelligence and amending Regulations (EC) No. 300/2008, (EU) No. 167/2013, (EU) No. 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 ('Artificial Intelligence Act').

ART. 7  
**Telephone  
communications**

- 7.1.** When contacting the Consumer/Debtor by telephone, the Professional must respect, irrespective of the consumers contacted, the following guidelines:
- in the course of a single day, and unless agreed otherwise, one effective interview may take place with the Consumer/Debtor following outbound activities;
  - in the course of a single week, and unless agreed otherwise, up to three effective interviews may take place with the Consumer/Debtor following outbound activities.
  - In the case of the assignment of impaired loans, the Professional may conduct an additional interview—beyond those specified in this article—on a weekly basis.

The right to increase the number of interviews, in line with established industry best practices, is justified by the need to provide the Consumer/Debtor with clear and adequate information regarding the specific nature of the assigned debt and its potential judicial management.

In any case, an actual interview is defined as a conversation with the Consumer/Debtor that addresses the reasons for the contact. A mere attempt to make contact—if unanswered—does not constitute an actual interview. However, repeated contact attempts must not be excessive or exert undue pressure on the Consumer/Debtor.

- 7.2.** In the event that the Professional makes use of dialing systems, these must be configured bearing in mind the guidelines referred to in points 6.1 and 7.1, as well as the specificities of said systems.
- 7.3.** When making use of dialing systems the Professional must adhere to the provisions of the Data Processing Authority with regard to the protection of personal data.
- 7.4.** The Professional's Representatives, unless otherwise agreed with the Consumer/Debtor, and in relation to specific needs explicitly expressed by the latter, may not engage in telephone communications on public holidays and at times outside of the following:  
8:30 to 21:00 from Monday to Friday;  
8:30 to 15:00 on Saturday.
- Representatives must also pay particular attention to contact made near the beginning and end of the time periods indicated above. Should the Consumer/Debtor request to be contacted on a specific day or at a specific time, including one differing from those stated in this Code, it shall be the Professional's duty to respect their wishes and take steps accordingly.

**7.5.** Information provided on the Professional's website should clearly state their adherence to the present Code of Conduct.

**7.6.** Should the Professional intend to carry out the recording of telephone conversations on a sample basis, a suitable procedure must be in place to safeguard the rights of all parties involved, including Consumers and the Professional's Representatives whose data is recorded.

The processing of personal data must comply with data protection regulations, ensuring alignment with employment law and the appropriate use of technology in the workplace.

To ensure the legitimacy of call recording, the following measures must be observed:

- i. The procedures outlined in Article 4(1) of Law No. 300/1970 must be carried out in advance<sup>6</sup>.
- ii. In order to ensure a high level of service quality and business efficiency for Clients/Creditors, call recording, utilising advanced information and communication technologies, must serve the following purposes:
  - a) Protecting employees in the event of disputes and/or complaints from the contacted Consumers/Debtors.
  - b) Safeguarding the Professional's assets against potential liabilities arising from disputes over telephone communications.
  - c) Enhancing professional skills, providing employees with continuous training that recognises their central role.
  - d) Enabling the Professional's legal department to respond promptly to the Judicial Authority's requests.
- iii. Consumers/Debtors are entitled to receive clear and adequate information regarding call recording. At the start of each call, the Professional's Representatives must inform the caller that the conversation is being recorded.

<sup>6</sup> Law No. 300 of 20 May 1970 - "On the Protection of Workers' Freedom and Dignity, Trade Union Freedom and Activity in the Workplace, and Employment Regulations". Article 4.1 - Monitoring Systems: Control systems and equipment installed for organisational, production, or workplace safety purposes, but which also enable the remote monitoring of workers' activities, may only be installed with the prior agreement of the company's trade union representatives or, in their absence, the internal commission. If no agreement is reached, the employer may request the Labour Inspectorate to determine the necessary procedures for the use of such systems. Where no agreement is reached with the company's trade union representatives or the internal commission, the Labour Inspectorate shall, within one year of this law coming into force, review existing systems that meet the criteria outlined in the second paragraph of this article. Where necessary, it shall establish requirements for their adaptation and define procedures for their use.

**ART. 8**  
**Postal/digital**  
**communications**

- They must also specify the data controller, and provide explicit details on how to access the full privacy notice, in accordance with Article 13 of the GDPR;
- iv. Where necessary, and in line with Article 6 of the GDPR, the Consumer's consent to call recording must be obtained.
  - v. Data collected through call recordings must be processed strictly in accordance with the procedures and purposes set out in Article 4(1) of Law No. 300/1970.
  - vi. Recorded data must be stored in separate folders.
  - vii. Recorded data must be retained for no longer than six months, in full compliance with the security measures established by the Privacy Code of Conduct and the GDPR.

- 8.1.** The Professional may send communications and requests for payment in writing — by standard mail, recorded delivery or electronic mail, or through the competent legal representative — the content of which is agreed with the Client/Creditor or, in the absence of a specific agreement, decided on independently by the this same.
- 8.2.** The text, in each case, must abide by the following principles:
- a) letters containing requests for payment must include the reason and details of the amounts requested, with a breakdown of the individual components (capital, interest, fees);
  - b) the consequences of a protracted state of default must be described in accordance with the transparency, fairness and consistency criteria established by law or by contract;
  - c) the payment method must be indicated with utmost clarity;
  - d) letters must contain a courtesy clause similar to the following: *"Should you have already settled your debt, please disregard this letter. For the sole purpose of clarifying the status of your account, and so as to avoid further insolvency disclosures, please provide proof of payment by sending a copy of the corresponding receipt [...]"*;
  - e) Notices of payment must contain terms to be met within no less than 10 days; however, a simple reminder to pay, by its nature, is not subject to any time limit;
  - f) the letter must contain no reference which might illegitimately mention government bodies, tax collectors, or the Judiciary;
  - g) reference should be made to the adherence to the present Code of Conduct;

### 8.3. *Instant Messaging Systems*

In compliance with the policies agreed with service providers—and ensuring the security, confidentiality, and traceability of data—the Professional may offer Consumers/Debtors the option to use certain digital communication channels (e.g. WhatsApp or similar platforms) to make contact, request information, or submit documents.

The introduction of these modern communication methods—now more widely used than traditional channels—is solely intended to provide the Consumer/Debtor with a simple and immediate way to reach the Professional, entirely at their own discretion.

With regard to the other forms of digital communication (web portals, emails, SMS, etc.), as well as to postal contact requests, communications may not be repeated in an aggressive manner. Specifically, unless the contact details used are provided directly by the person concerned specifically in order to receive information relating to the ongoing credit relationship, the following principles must be respected:

- a) digital communications containing details of the debt position and/or details of how the payment may be made, are to be provided to the Consumer/Debtor solely for informational purposes, and only with the latter's consent;
- b) for digital communications containing a contact request, a numerical threshold must be established, up to a maximum of four contact requests during a given month;
- c) digital communications containing contact requests may not be additionally employed as a first payment reminder system.

**8.4.** If chatbots or hypertext links are used in emails, SMS, instant messaging systems, or other digital communications sent out to the Consumer/Debtor, the authentication systems required to access the payment request must ensure recipient confidentiality and accurate identification.

**8.5.** The Professional may use asynchronous messaging software (chatbots) to communicate with the Consumer/Debtor. This allows a conversation to be initiated, assuming that once the Consumer/Debtor receives the initial contact, they will choose to continue the interaction. The conversation may remain open until the Consumer/Debtor states in an explicit and traceable manner that they no longer wish to engage.

ART. 9  
**Home visits**

- 9.1.** The Professional must take due care to keep track of the number of visits made by Representatives entrusted with home visits, and their outcome.
- 9.2.** Should the Representative document their attempt to contact the debtor at "home" by delivering a written notice, he/she may not make explicit reference to the reasons for the visit on the outside of the letter, so as not to undermine the dignity of the Debtor/Consumer in the face of third parties.
- 9.3.** Any communication delivered at home as per point 9.2 above must, in each case, indicate the Representative's full name, their contact details and the reason for the visit, in line with Data Protection guidelines.
- 9.4.** The Professional's representatives, unless otherwise agreed with the Debtor, as a result of specific needs explicitly expressed by the latter, may not make home visits on public holidays and at times different from the following:  
8:30 to 21:00 from Monday to Friday;  
8:30 to 15:00 on Saturday.  
Representatives must also pay particular attention to contact made near the beginning and end of the time periods indicated above.  
Should the Consumer/Debtor request to be contacted on a specific day or at a specific time, including one differing from those stated in this Code, it shall be the Professional's duty to respect their wishes and take steps accordingly.
- 9.5.** The Professional or his representatives may not visit the workplace of the Consumer/Debtor, unless by agreement with the Consumer/Debtor. A visit at the workplace is possible only when the Consumer/Debtor has requested this same or if the address is the same as that provided contractually as the contact address.

## CHAPTER IV

# Dispute resolution

### ART. 10

#### **The Authority of the UNIREC- CONSUMER FORUM**

- 10.1.** Without prejudice to the provisions on out-of-court alternative dispute resolution systems for banking and financial transactions and services (membership to the Banking and Financial Ombudsman) applicable to entities authorised by the Bank of Italy, the Associations and Professionals who subscribe to the present Code of Conduct, under the provisions of Legislative Decree 130/2015, commit themselves to entrusting Unirec-Consumers Forum with the resolution of disputes that may arise between Professionals and Consumers/Debtors, in the event of a complaint remaining unanswered for 50 days, or when the response is deemed unsatisfactory by the Consumer/Debtor.
- 10.2.** The disputes referred to in point 1 are entrusted to the the Unirec-Consumers Forum's Joint Settlement procedure in accordance with the Rules of Mediation, which constitutes an essential and integral part of this Code Of Conduct.
- 10.3.** The appeal procedure of Joint Settlement referred to in point 2 must be followed prior to any other litigation or initiative of a judicial nature, including the procedures described in art. 27 of the Consumer Code.
- 10.4.** In any event, the Consumer/Debtor may not be deprived of their right to appeal to the competent court whatever the outcome of the settlement procedure.

## Glossary/definitions

For the purposes of this Code, unless otherwise indicated, the following definitions shall apply:

- **Actual Interview:** A telephone call that is answered, in which the Professional's Representative had the opportunity to explain the reasons for the credit claim.
- **Assignment:** the entrusting of the debt recovery procedure from the Client company to the Professional. This begins the moment the bad debt is entrusted and ends with the fulfillment of all the administrative and accounting tasks connected to the management of the mandate. In the event of the drawing up of a repayment plan, the assignment is deemed to be completed upon confirmed payment of the last tranche (installment).
- **Assignment of Credit:** An agreement in which one party (the assignor) transfers a credit, either partially or in full, to another party (the assignee) (Article 1260 of the Italian Civil Code; Law 130 of 1999).
- **Authorized third parties:** institutions endowed with the requirements of art. 134 TULPS.
- **Client/Creditor:** the individual who owns the credit resulting from the contract with the Consumer/Debtor.
- **Complaint:** objection made in writing by the Consumer/Debtor with regard to credit management procedures implemented by the Professional.
- **Consumer/Debtor:** an individual who enters within the definition of a consumer in accordance with art. 3, co. 1, lett. a) of the Consumer Code, and who has taken on payment obligations which have remained unfulfilled.
- **Contact Attempt:** A telephone call that is not answered. Unanswered contact attempts by the Consumer/Debtor shall not be considered actual interviews as defined under point 7.1, provided that such attempts are made within the specified time periods.
- **Contact request:** digital communication by virtue of which the Professional requests the Consumer/Debtor to contact them for commercial / administrative communications, without in any way disclosing the latter's default status.
- **Credit dispute:** an opposition or request for resolution put forward in writing by the Consumer/Debtor and addressed directly to the Client/Creditor, concerning elements strictly related to the credit relationship and unrelated to the behavior practiced by the Professional. A dispute is pending when the debt is being contested and a formal response is being awaited, or a where a joint mediation process is under way between the parties.
- **Credit Management Activities:** Debt recovery involves the following activities:
  - a) Contacting the debtor through various means—telephone, postal correspondence, digital communication, home visits, or other channels—to request payment and recover outstanding debts. Where permitted by data protection laws, contact may also be made with relatives or third parties.
  - b) Any other activity connected with or instrumental to:
    1. Conducting tracing activities to locate the debtor by telephone, home visits, or digital searches, solely for debt collection purposes. This may involve consulting public registers and obtaining information from private sources, always in full compliance with data protection regulations (Legislative Decree No. 196 of 30 June 2003, as amended by Legislative Decree No. 101 of 10 August 2018) and guidelines issued by the Guarantor for the Protection of Personal Data.
    2. Managing transactional delegation and debt collection, and carrying out any related activities requested by, or in the name and on behalf of the creditor.
    3. Preparing a bad debt report in cases where recovery efforts are unsuccessful. This report may also be used for tax deductibility purposes.

4. Recovering leased goods, which includes: locating and identifying the leased assets; requesting the return of the goods from the current holder; collecting and returning the goods to the creditor, in compliance with applicable regulations; drafting a formal report if the recovery attempt is unsuccessful.
- **Dialing systems:** automatic calling systems.
  - **Dispute:** disagreement submitted to the jurisdiction of the Unirec-Consumers Forum.
  - **Distressed Loans Management:** The performance of one or more of the following activities in relation to distressed loans:
    - Collecting and recovering payments due from the debtor.
    - Renegotiating contractual terms and conditions with the debtor in accordance with the instructions of the purchaser of distressed loans, provided this does not constitute granting of financing as defined under Article 106. For these purposes, early repayment and the deferral of payment terms do not constitute granting of financing.
    - Handling debtors' complaints relating to purchasers of distressed loans, managers of distressed loans, and entities to which functions related to the management of distressed loans have been outsourced.
    - Informing the debtor of any changes in interest rates, charges, or due payments.
  - **GDPR:** General Data Protection Regulation (EU) 2016/679.
  - **Impaired Loans:** These refer to exposures to individuals or entities who, due to a deterioration in their financial or economic situation, are unable to meet all or part of their contractual obligations. Impaired loans are categorised into three sub-groups:
    - Distressed loans: Exposures to entities in a state of insolvency or similar circumstances.
    - Defaulted loans: Exposures where the creditor considers it unlikely that the debtor will fully meet their contractual obligations without resorting to measures such as the enforcement of guarantees.
    - Non-performing loans: Exposures where payments are overdue or where the credit limit has been exceeded for more than 90 days and above a predefined materiality threshold (Bank of Italy, Circular No. 272 of 30 July 2008).
  - **Instant messaging:** communication systems that use online networks to enable the real-time exchange of confidential messages between sender and receiver.
  - **Mediation procedure:** any alternative resolution procedure for a dispute recognized by the Client/Creditor or otherwise governed by law
  - **Outbound activities:** telephone call made on the operator's initiative and directed to the Consumer/Debtor.
  - **Personal data:** any piece of information relating to a physical person, identified or identifiable, even indirectly, by reference to any other information, including a personal identification number.
  - **Professional:** A person authorised to carry out debt collection or distressed loans management activities, including as an ancillary service.
  - **Public databases/public records:** the records and databases, both public and private, accessible to anyone.
  - **Third Parties:** individuals outside of the obligations subject to the debt collection assignment. As per art. 2, paragraph 1 of the Provisions of the Data Protection Authority of November 30 2005, the following may be defined as third parties, for example: family, cohabitants, work colleagues, neighbors.

## Addendum

In accordance with Article 27 bis, paragraph 1, of Legislative Decree No. 206 of 6 September 2005, and subsequent amendments, a special Commission has been established within the Unirec-Consumers Forum. This Commission consists of three Board members: the President of the Forum (or their delegate), the Vice-President (or their delegate), and a third member selected from the participating Consumer Associations. The Commission is responsible for overseeing the implementation of the Code of Conduct adopted by the Unirec-Consumers Forum.

This body is known as the 'Single Board of Auditors of the Code of Conduct'.

The Single Board of Auditors serves for the same duration and term as the Board of Directors. It operates in accordance with its own regulations and acts upon reports made by individual consumers or Consumer Associations that adhere to the Code. Its primary role is to investigate whether the Code of Conduct is being correctly applied.

Following its investigations, if the Commission determines that the Code of Conduct has not been properly adhered to, it prepares a written report and submits its findings to the UNIREC Board of Arbitrators.

Based on this report, the UNIREC Board of Arbitrators makes a decision in accordance with the rules set out in the UNIREC Statute.

*Rome, 30 July 2018*