

This application is to jointly process an application for a **LEGAL MORATORIUM** and a **SECTORAL MORATORIUM** or, where applicable, so that we can look at a tailor-made solution...To process and assess your application:

- 1) Firstly, you need to provide us with some **PERSONAL DATA AND FINANCIAL DATA**. The **mandatory details for us to process any application are marked with a (\*)**. You need to complete and comply with all the sections in the **LEGAL MORATORIUM** application (i.e. if you decide that you do not want fill in the sections that are not marked with **(\*)**, we will only be able to process the **SECTORAL MORATORIUM** but we will not be able to assess the **LEGAL MORATORIUM**).
- 2) Secondly, you must confirm with an **AFFIDAVIT** that the details you provide us are correct. In this section, you need to complete and comply with **all** the sections of the **AFFIDAVIT** for a **LEGAL MORATORIUM**. In the case of a **SECTORAL MORATORIUM** or a tailor-made solution, you only need to complete and comply with **the first section** of the **AFFIDAVIT**

#### PERSONAL DETAILS (\*)

Mr/Ms	<input type="text"/>	with ID number	<input type="text"/>
Mr/Ms	<input type="text"/>	with ID number	<input type="text"/>
Mr/Ms	<input type="text"/>	with ID number	<input type="text"/>
Mr/Ms	<input type="text"/>	with ID number	<input type="text"/>

#### What is the reference number of my contract? (\*)

My contract reference number is

*You will find the reference on a monthly bill or by accessing CaixaBankNow*

#### What situation am I in that makes me applicable to apply for the debt moratorium? (\*)

My situation is: *(select an option)*:

**Only for mortgage debt: The aim of this loan/credit is (tick as applicable):**

Home purchase (main residence)

· Address of your main residence

Purchase of a property for my economic activity

Purchase of a non-primary residence for rental

**(Tick only for a mortgage on a residence for rental):**

Furthermore, I am no longer receiving the monthly rental payments that I was being paid for renting out the property.

 · Indicate the date from which you did not receive monthly income  
 (dd/mm/yyyy)

Other

**Who is in my family unit?**

 My family unit includes<sup>1</sup> *Indicate how many people make up your family unit*

Name		with ID number	
Name		with ID number	
Name		with ID number	
Name		with ID number	
Name		with ID number	
Name		with ID number	

<b>Current monthly net income of the family unit</b> <i>Indicate the amount of income earned in the past month</i>	€
<b>Monthly net income of the family unit prior to your change in economic circumstances due to COVID-19</b>	€
<b>Monthly expenses and basic utilities for your main residence<sup>1</sup></b> <i>Cost of electricity, gas, heating oil, running water, landline and mobile telephone services and contributions to the homeowners' association</i>	€
<b>Monthly fee for non-mortgage loans</b> <i>Any financing without mortgage collateral</i>	€
<b>Monthly instalment of mortgage loans</b> <i>Only applicable if you are the holder of any loan/mortgage credit whose purpose was the purchase of your main residence, or of a property used for your economic activity or for rental and for which you have stopped receiving rent as a result of COVID-19?</i>	€
<b>(Only for a non-mortgage moratorium)</b> Rental fee of your main residence:	€

<sup>1</sup>The members of your family who reside with you in the property (include: (i) your spouse (not legally separated) or registered common-law partner; (ii) your children, regardless of their age, who reside at the property, including those in your custody, guardianship or fostered and; (iii) the spouses or registered common-law partners (not legally separated) of your children, who also reside at the property).

Children within the family unit <i>Whether adults or minors</i>		
Are you a single-parent family?	Sí	No
People aged over 65 in the family unit		
Indicate how many people are in the family unit with a disability of more than 33%, situation of dependency or illness that incapacitates them from working		
The holder has cerebral palsy, any mental illness or intellectual disability, with a recognised degree of disability of 33% or higher, or a physical or sensory disability with a recognised degree of disability of 65% or higher	Sí	No
Do they have any serious illness that incapacitates them or their carer, from working, and for which they have accreditation?	Sí	No

### What documents am I including with this application?

The documentation that I am providing with this application is marked with a cross in **Appendix 1**, the personal documentation that I am providing for this application.

### AFFIDAVIT (\*)

**This section concerns the legal aspects with regards to processing your application.** With this AFFIDAVIT you are confirming it is your responsibility that the details that you provide are correct.

You need to complete and comply with all the sections of the AFFIDAVIT for a LEGAL MORATORIUM application.

An application for a SECTORAL MORATORIUM only requires you to complete the first section of the AFFIDAVIT and, in addition, you only need to have missed two payments for the product for which you are requesting a moratorium.

**I HEREBY DECLARE** that I have experienced a change in my financial circumstances as a result of the COVID-19 crisis, whether I am an employee, I have become unemployed or I have been made temporarily redundant (ERTE) or because, as an entrepreneur or professional, I have experienced a cessation in my activities or a drop in the volume of my sales/billing; or an equivalent situation that has affected my income.

Said decrease in my income is a minimum of 10% with respect to previous earnings as an employee or a minimum of 20% as an entrepreneur or professional.

I am aware that if I were to benefit from the inaccuracy of information or documentation that I provide (legal fraud), I will stop benefitting from said moratorium or suspension and I will also be liable for any loss or damage caused.

**(\*) If you have applied for a Legal Moratorium, you must tick the following field.** If you are only applying for a Sectoral Moratorium you do not need to complete it:

I hereby declare that I meet the personal and financial requirements established in Royal Decree-Law 8/2020 and/or 11/2020 in order to benefit from the aforementioned exceptional measure, and I confirm that I know the circumstances of my improper application of the moratorium/suspension of payment obligations derived from the contracts indicated at the top of this document, i.e., I hereby declare, as well as the foregoing, that:

1. The total income of the people in my family unit in the month prior to this application did not exceed that specified in Royal Decree-Law 11/2020, **which is:**
  - a. Family without children or dependants: 3 times the IPREM (Public Index of Multiple Purpose Income) (€1,613.52 per month).
  - b. This amount will be increased by 10% of IPREM for each dependant child in the family unit. The increase per dependant child will be 15% of IPREM for each child in the case of a single-parent family. For example, if it is not a single-parent family with two dependant minors, the limit of monthly income is €1,721.09.
  - c. IPREM will also be increased by 10% for each member of the family unit over the age of 65.
  - d. If any members of the family unit have a declared disability with a degree of more than 33 per cent, a situation of dependence or an accredited illness that permanently incapacitates them from working, the limit established will be four times the IPREM (€2,151.36 per month), notwithstanding any increases accumulated for dependant children.
  - e. If the debtor has cerebral palsy, a mental illness or an intellectual disability, with a recognised degree of disability of 33% or higher, or a physical or sensory disability, with a recognised degree of disability of 65% or higher, or a serious illness that incapacitates them or their carer from working, the limit in place is five times the IPREM (€2,689.20 per month).
2. My mortgage fee (or the regular payments to whom I pay to rent my main residence), plus basic expenses and utilities and/or, where applicable, regular payments relating to any type of financing without mortgage collateral with a financial institution, represent 35 per cent or more of the net income received by all members of my family unit.
3. As a result of the health emergency, my family unit has experienced a significant change of financial circumstances in terms of the income percentage required to access housing, in accordance with the provisions of Royal Decree-Law 8/2020 and/or 11/2020. A significant change is considered as follows: (i) the weight of the mortgage with respect to the total family income has multiplied by at least 1.3 or (ii) the weight of periodical costs (such as rent) and/or any type of financing without mortgage collateral with a financial institution has multiplied by at least 1.3.
4. I am aware that if I were to benefit from the inaccuracy of information or documentation that I provide (legal fraud), article 26 of Royal Decree-Law 11/2020 and article 16 of Royal Decree-Law 8/2020, which are transcribed in Appendix 2, establish specific liability for loss or damage.

## Am I interested in a LEGAL MORATORIUM, SECTORAL MORATORIUM or both? (\*)

As I am unable to fulfil the payment obligations derived from my financing, I HEREBY REQUEST:

As a priority, the application of the moratorium/suspension of payment obligations (total default on capital and interest repayments for a period of 3 months) established in Royal Decree-Law 8/2020, of 17 March, on urgent extraordinary measures to deal with the economic and social impact of COVID-19, and/or Royal Decree-Law 11/2020, of 31 March, adopting supplementary urgent measures in the social and economic field to deal with COVID-19 (the "Legal Moratorium").

**Additionally, I am also applying for the moratorium/suspension of payment obligations (default on capital for 9 additional months in mortgage contracts or 3 additional months in non-mortgage contracts, after the Legal Moratorium ends<sup>2</sup>) considered in the Sectoral Agreement (CECA) on the deferment of operations with financing for customers affected by the coronavirus crisis, of 16 April 2020 (the "Sectoral" Moratorium)**

**If you do not wish this additional benefit, please tick the following box:**

I do not wish to accept the offer of the Sectoral Moratorium once the term of validity of the Legal Moratorium ends.

Alternatively, by understanding that I do not fulfill the requirements of the Legal Moratorium, I hereby request the application of a moratorium/suspension of payment obligations (default on capital for 12 months in mortgage contracts or 6 months in non-mortgage contracts) considered in the Sectoral Agreement (CECA) on the deferment of operations with financing for customers affected by the coronavirus crisis, of 16 April 2020 (the Sectoral Moratorium).

**If, after the corresponding analysis, I neither fulfill the requirements to benefit from a Legal Moratorium nor a Sectoral Moratorium, I hereby request that CaixaBank looks at a tailor-made solution for my situation.**

## What information has CaixaBank provided to me?

CaixaBank has provided me with the following information:

1. **Legal information.** I have been provided with a copy of articles 7 to 16 of Royal Decree-Law 8/2020 and articles 16 to 26 of Royal Decree-Law 11/2020, found in Appendix 2, and have been informed of the importance of reading them carefully. I have also been provided with a transcript of the Second and Third articles of the Sectoral Agreement (CECA) on the deferment of operations with financing for customers affected by the coronavirus crisis, of 16 April 2020 (Appendix 3).
2. **Contractual consequences.** I have been informed that, if I have contracted credit cards, in the event that I request a suspension of payments, I am asserting that I am in a situation of financial vulnerability and that, as a result, I am unable to make the payments. The fact that I cannot make my payments contractually enables CaixaBank to prevent me from making new credit drawdowns (and temporarily block the use of my credit card) so as not to generate more debt that I cannot take on, and therefore that they will block me from making new credit drawdowns.

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<sup>2</sup> In the event that, due to a resolution by the Council of Ministers, the Legal Moratorium is agreed to be extended, the relevant number of months by which it is extended shall be discounted from the period of the Sectoral Moratorium.

Following on from this, if I am the holder of a credit card (that is not for business use contracted by an employer or professional), the limit of my card will be provisionally reduced up to a maximum of €200 for purchases in grocery stores or pharmacies, in such a way that I will not be able to carry out new operations in other establishments and, in any case, I will never be able to exceed the new provisional limit.

Furthermore, I have been informed that, when the term of the requested legal moratorium ends, I will be charged the monthly amounts that are generated (if I benefit from the sectoral moratorium, the amounts will be reduced). For this reason, the repayment term of the debt is extended, as a result of the moratoria, for the time of their duration.

I have also been informed of the characteristics of the Sectoral Moratorium, which is an additional and different facility to that of the Legal Moratorium, that CaixaBank has offered me to alleviate the financial burden of my contract. The Sectoral Moratorium differs from the Legal Moratorium 1) in the effects (in the Sectoral Moratorium we will temporarily reduce the amount of bills but they will continue to be issued monthly) and 2) in the time of duration.

**Effects:** During the Sectoral Moratorium (for mortgages and personal loans) I will only pay the interest on my loan. I will not have to pay the other amount that usually forms part of a monthly bill, relating to capital, on a temporary basis for the duration of the sectoral moratorium. The interest rate that will be applied will be the same as that established in the original contract.

During the Sectoral Moratorium (for deferred credit card payments) I will only pay the credit interest plus €5 capital and the nominal interest rate of the card will be reduced to 12%. The remaining amount will not need to be paid on a temporary basis for the duration of the sectoral moratorium.

**Duration:** The specific term of the sectoral moratorium has been stated above. As with the Legal Moratorium, the repayment term of the debt to allow you to pay the deferred amounts will be extended by the number of monthly bills equivalent to the duration of the Sectoral Moratorium.

### 3. Personal data processing.

Data controller: CaixaBank, S.A. ('CaixaBank'), with Tax ID number A08663619, and address at c/Pintor Sorolla 2-4, 46002, Valencia

Contact details of the Data Protection Officer: [www.CaixaBank.com/dataprotectionofficer](http://www.CaixaBank.com/dataprotectionofficer)

Purposes of the data processing: the data and information collected (the 'Data') are necessary (ii) to manage the application, and will be used to process it and conducts its legal evaluation, and (ii) to comply with the regulatory obligations applicable to CaixaBank.

Legitimate basis of the data processing: (i) execution of the contract and (ii) compliance with the legal obligations applicable to CaixaBank

Data communication: the Data may be communicated to public authorities and bodies, in order to comply with a legal obligation, as well as to service providers and third parties needed to manage and carry out this application.

Data retention period: for the purposes of this application, the data will be processed for as long as the relationships derived therefrom remain in force.

If CaixaBank has your consent to process your data for commercial purposes, the Data will be processed until said consent is renewed, or up to 12 (twelve) months after the contractual or business relationships established with CaixaBank have terminated.

The Data will be retained (throughout the statute of limitations derived from said relationships) for the sole purposes of meeting the legal obligations required, and to draw up, exercise or defend claims.

#### Exercising Rights

The data subject can exercise their rights of access, rectification, opposition, deletion, limitation and portability, in accordance with regulations, in CaixaBank branches, by writing to Apartado de Correos 209-46080, Valencia, at [www.CaixaBank.com/ejerciciodederechos](http://www.CaixaBank.com/ejerciciodederechos), or using the options enabled for this purpose in your digital or mobile banking.

You can also address any claim relating to data processing to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

Signature of the holder (\*)

#### How do I sign the document?

- **Signature without the need to print it.** *If you sign it without printing it, this will help us to expedite the process.*
  1. To open the document with a PDF editing programme, we recommend "[Acrobat Reader](#)", is free and has an app version that allows you to sign it using your mobile phone
  2. Look for the "Fill and Sign" tool. It is usually found in: "[View](#)" > "[Tools](#)"
  3. Create your signature and paste it into the box marked as "Holder's signature"
- *If not, you can print and sign it. **Doing this manually may delay the application process**, since our colleagues must review each document.*

## Appendix 1 | Documentation provided by the applicant

**A) If you are in a legally recognised situation of unemployment:**

*You must provide it whether you have applied for a **Legal Moratorium** or if you have **only applied for a Sectoral Moratorium** (please bear in mind that, if you cannot provide it now, your application will still be provisionally valid, but you should rectify it within a maximum of one month after the end of the State of Emergency).*

Certificate issued by the company that manages the benefits, including the monthly quantity received as unemployment benefits or subsidies.

**B) In the event of the cessation of activity of self-employed workers:**

***Only if you have ticked the box "I am an entrepreneur or professional and I have declared a cessation in my activities"...** You must provide it whether you have applied for a **Legal Moratorium** or if you have **only applied for a Sectoral Moratorium**. (please bear in mind that, if you cannot provide it now, your application will still be provisionally valid, but you should rectify it within a maximum of one month after the end of the State of Emergency).*

Certificate issued by the Spanish Tax Agency or the competent body of the Autonomous Community, where relevant, on the basis of the cessation of activity declaration made by the interested party.

**C) Composition of the family unit:**

***You must only provide it if you have applied for the Legal Moratorium** (if you have only applied for the Sectoral Moratorium you do not need to provide it. Please bear in mind that, if you cannot provide it now, your application will still be valid, but you should rectify it within a maximum of one month after the end of the State of Emergency).*

Official family record book or document accrediting common-law couple.

Residency certificate (empadronamiento) for people living in the residence, referring to the date of submission of the accreditation documents and the six preceding months.

Statement of disability, dependency or permanent incapacity to work (if applicable).

**D) Ownership of the assets**

***You must only provide it if you have applied for the Legal Moratorium** (if you have only applied for the Sectoral Moratorium you do not need to provide it. Please also bear in mind that, if you cannot provide it now, your application will still be valid, but you should rectify it within a maximum of one month after the end of the State of Emergency).*

Deeds of purchase of the property and granting of the loan with mortgage collateral

Copy of the lease contract in force

Simple note of the service indexes of the Land Registry of all members of the household.

**E) Other financing:**

***You must only provide it if you have applied for the Legal Moratorium** (if you have only applied for the Sectoral Moratorium you do not need to provide it. Please also bear in mind that, if you cannot provide it now, your application will still be valid, but you should rectify it within a maximum of one month after the end of the State of Emergency).*

Contracts/Deeds of loans or credit in force.



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**Only in the event that you cannot provide all the documentation at this time, fill in the following field**

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I HEREBY DECLARE that it is not possible for me to provide any of the documents requested at this time because

*(state the reason, which must be related to the COVID-19 crisis)*

and I agree to provide them within a maximum of one month after the end of the state of emergency or its extensions.

I am aware that if I do not provide said missing documentation within the established period, and/or that, having provided it, it becomes apparent that the legally established requirements have been breached, any moratorium application will be rendered null and void and I will not be able to benefit from same.

Signature of holder
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**How do I sign the document?**

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- **Signature without the need to print it.** *If you sign it without printing it, this will help us to expedite the process.*
  1. *To open the document with a PDF editing programme, we recommend [“Acrobat Reader”](#), is free and has an app version that allows you to sign it using your mobile phone*
  2. *Look for the “Fill and Sign” tool. It is usually found in: [“View”](#) > [“Tools”](#)*
  3. *Create your signature and paste it into the box marked as “Holder's signature”*
- *If not, you can print and sign it. **Doing this manually may delay the application process**, since our colleagues must review each document.*

**Appendix 2 | RDL8/2020 (transcription of articles 7 to 16) and RDL 11/2020 (transcription of articles 16 to 26)****RDL 8/2020****Article 7. Moratorium of mortgage debt.**

1. Conducive measures have been established to procure the moratorium of a mortgage debt for the purchase of a main residence, properties used for the economic activity of entrepreneurs and professionals, and properties other than the main residence used for rental, in accordance with article 19 of Royal Decree-Law 11/2020, of 31 March, for those experiencing extraordinary difficulties in making their payments as a result of the COVID-19 crisis, from this article up to article 16ter of this royal decree-law, both inclusive.

2. For the purposes of the moratorium of mortgage debt referred to in the last section, entrepreneurs and professionals are considered individuals who fulfil the conditions established in article 5 of Act 37/1992, of 28 December, on Value Added Tax.

**Article 8. Scope of application of the mortgage debt moratorium.**

1. The measures established in this royal decree-law for the suspension of obligations derived from loan contracts with mortgage collateral, in force on the effective date of this royal decree-law, the purpose of which was the purchase of a main residence or properties used for the economic activity of entrepreneurs and professionals, will be applied to said contracts when the debtor meets the requirements established in article 16 of royal decree-law 11/2020, of 31 March, explaining the cases of economic vulnerability.

2. These same measures will also be applied to the guarantors and endorsers of the main debtor, with respect to their main residence, with the same conditions as those established for the mortgage debtor.

**Article 10. Guarantors, endorsers and non-debtor mortgagers.**

Guarantors, endorsers and non-debtor mortgages in situations of financial vulnerability will be able to instruct the company to resort to the assets of the main debtor, notwithstanding the latter's eligibility, where relevant, to the measures established in the Code of Good Practice, before claiming the secured debt, even when the benefit of excussion has been expressly waived in the contract.

**Article 12. Application for a moratorium on real estate mortgage debts.**

Debtors included in the scope of application of this royal decree-law can ask the creditor, up to fifteen days after the end date of this royal decree-law, for a moratorium on the payment of the loan with mortgage collateral for the purchase of their main residence or property used for the economic activity of entrepreneurs and professionals. Along with the moratorium application, debtors will need to provide the documentation indicated in article 17 of royal decree-law 11/2020, of 31 March.

**Article 13. Granting of the moratorium.**

1. Once the moratorium application referred to in article 12 of this royal decree-law has been completed, the lending institution will proceed to implement it within a maximum of 15 days.

2. Once the moratorium is granted, the lending institution will inform the Bank of Spain of its existence and duration. The amounts payable by the debtor if the moratorium is not applied will not be considered to have matured. No interest will accrue during the suspension period.

3. The application of the suspension will not require an agreement between the parties, nor any form of contract renewal, in order for it to take effect, but it must be written up as a public deed and entered into the Property Register. The registration of the initial term extension will have to be fully valid, where relevant, with intermediate creditors registered therein, even if they do not expressly consent to it.

4. When the lender and the borrower benefiting from the moratorium agree on a renewal as a result of the change to the clauses of the contract's terms or conditions, beyond the mere suspension referred to in article 13, they will

incorporate the suspension of the contractual obligations imposed by this royal decree-law, requested by the debtor, as well as any other aspects that the parties establish, and the non-accrual of interests during the term of the suspension.

#### Article 14. Effects of the moratorium.

1. The moratorium application referred to in article 12 will entail the suspension of the mortgage debt for three months and the subsequent non-application during the term of the moratorium of the early maturity clause, which, where relevant, will be included in the contract for the loan with mortgage collateral.

The duration of the suspension may be extended by way of an Agreement of the Spanish Cabinet.

2. During the term of the moratorium referred to in this chapter, the lending institution will not be able to demand the monthly mortgage payment, nor payment for any of the related concepts (capital amortisation or interest), neither in whole nor in part. No interests will accrue either.

#### Article 15. Non-application of moratorium interest.

1. In all contracts for credit or loans secured with a real-estate mortgage where the debtor is in a situation of financial vulnerability, and has accredited this situation with the financial institution, the application of moratorium interest cannot be applied during the term of the moratorium.

2. This non-application of interest will not be applicable to debtors or contracts other than those governed by this royal decree-law.

#### Article 16. Consequences of the misapplication by the debtor of the measures in place to restructure the real estate mortgage debt.

1. The debtor of a credit or loan secured with a mortgage that has benefited from the moratorium measures, established in this royal decree-law, without having met the requirements detailed in article 9, will be responsible for the losses and damage incurred, as well as all expenses generated from the application of these easing measures, notwithstanding any other responsibilities that the debtor's actions may have incurred.

2. The amount of the losses, damages and expenses cannot exceed the benefit wrongfully obtained by the debtor in application of the standard.

3. The debtor will also be liable if they willingly and deliberately seek to become or remain eligible for the application of these measures by entering into or maintaining a situation of financial vulnerability, the accreditation of this circumstance corresponding to the entity from which the loan or credit was granted.

#### RDL 11/2020

#### Article 16. Definition of financial vulnerability for the purposes of the mortgage moratorium and the moratorium for non-mortgage financing.

1. Cases of financial vulnerability as a result of the health emergency caused by COVID-19 for the purposes of this royal decree-law and Royal Decree-Law 8/2020, of 17 March, are defined by the combined fulfilment of all the following conditions:

a) The potential beneficiary becomes unemployed or, if they are an entrepreneur or professional, encounters a substantial loss of income or a substantial decrease in invoicing of at least 40%. For the purposes of this article, entrepreneurs and professionals are considered individuals who meet the conditions established in article 5 of Act 37/1992, of 28 December, on Value Added Tax.

b) The total income of members of the family unit did not exceed the following amount in the month prior to the moratorium request:

i. In general, the limit of three times the Public Index of Multiple Purpose Income (hereinafter, 'IPREM').

ii. This limit will be increased by 10% of the IPREM for each dependant child in the family unit. The increase per dependant child will be 15% of IPREM for each child in the case of a single-parent family.

iii. This limit will be increased by 10% of the IPREM for each member of the family unit over the age of 65.

iv. If any of the members of the family unit has a declared disability with a degree of more than 33%, a situation of dependence or an accredited illness that permanently incapacitates them from working, the limit established in sub-section i) will be four times the IPREM, notwithstanding any increases accumulated for dependant children.

v. If the mortgage debtor has cerebral palsy, a mental illness, an intellectual disability with a recognised degree of 33 per cent or higher, a physical or sensory disability with a degree of 65 per cent or higher, or an accredited serious illness that incapacitates them or their carer from working, the limit established in sub-section i) will be five times the IPREM.

c) The total amount of the mortgage payments for real estate referred to in article 19, plus basic expenses and utilities, is equal to or more than 35 per cent of the net income received by all members of the family unit. For these purposes, 'basic expenses and utilities' will be understood as the cost of electricity, gas, heating oil, running water, landline and mobile telephone services and contributions to the homeowners' association. Only those for the main residence of the family unit are considered 'basic expenses and utilities'.

d) As a result of the health emergency, the family unit has experienced a significant change of financial circumstances in terms of the income percentage required to access housing. To this end, it will be understood that there has been a significant change of financial circumstances when the weight of the mortgage, understood as the sum of mortgage payments for real estate referred to in article 19, with respect to family income, has multiplied by at least 1.3.

For the purposes of this royal decree-law, a family unit is considered to be that which consists in the debtor, their spouse (not legally separated) or registered common-law partner, and children, regardless of their age, who live in the residence, including those in their custody, guardianship or in foster care, and their spouses (not legally separated) or registered common-law partners who also live in the residence.

For the purposes of this royal decree-law, a potential beneficiary is understood as a person with a mortgage debt in accordance with article 19.

2. In no case will this definition be applicable to vulnerable consumers in the area of water, natural gas and electricity, under the terms of Royal Decree-Law 8/2020, of 17 March, and of this royal decree-law, nor for the moratorium on rental debt referred to in article 3.

#### **Article 17. Accreditation of subjective conditions.**

1. The circumstances referred to in article 16 will be accredited by the potential beneficiary by submitting the following documents:

a) In the event of a legal situation of unemployment, a certificate issued by the entity that manages benefits, detailing the monthly amount received as unemployment benefits or subsidies.

b) In the event of the cessation of activity of self-employed workers, a certificate issued by the Spanish Tax Agency or the competent body of the Autonomous Community, where relevant, on the basis of the declaration of the cessation of activity declared by the interested party.

c) Number of people that live in the residence:

i. Official family record book or document accrediting common-law couple.

ii. Residency certificate (empadronamiento) for people living in the residence, referring to the date of submission of the accreditation documents and the six preceding months.

iii. Statement of disability, dependence or absolute incapacity to work.

d) Ownership of the assets:

i. Simple note of the service indexes of the Land Registry of all members of the household.

ii. Deeds of purchase of the main residence, the rented residence, or the property used for economic activity, and document granting the loan or loans with mortgage collateral if a moratorium on mortgage debt is being requested.

e) If the moratorium is being requested for the debt of a mortgage on a rental property in accordance with letter c) of article 19, the corresponding rental contract must be provided.

f) Declaration of the debtor(s) relating to compliance with the requirements for being considered to lack sufficient financial resources in accordance with this royal decree-law.

2. If the applicant of the moratorium cannot provide any of the documents required in letters a) to e) of the previous section, they can replace them with a declaration that includes the express justification of the reasons, related to the consequences of the COVID-19 crisis, which prevent them from being able to provide such documents. Once the state of alarm and its extensions have ended, the applicant will have one month to provide the documents that they have not provided.

**Article 18. Definition of the situation of financial vulnerability and accreditation derived from the contracts for credit without mortgage collateral.**

1. Cases of financial vulnerability as a result of the health emergency caused by COVID-19 derived from contracts for credit without mortgage collateral are those established in article 16 of this royal decree-law, with the following specificities:

- a) If the individual is also a beneficiary of the moratorium established in article 7 of Royal Decree-Law 8/2020, of 17 March, its application will not be considered for the purposes of the calculation established in article 16.1.c) and d) of this royal decree-law, for the suspension of obligations derived from credit or loans without mortgage collateral established in this royal decree-law.
- b) If the potential beneficiary has not taken out a mortgage loan but does have to make the periodical payment for either the rental of their main residence or any other kind of financing without mortgage collateral held with a financial institution, or both, the amount of the mortgage payment will be replaced with the total sum of said amounts, including the rental payment, even if the latter is subject to a moratorium in accordance with article 3, for the purposes of the calculations referred to in article 16.1 c) and d). Furthermore, for the purposes of calculating the mortgage burden in accordance with article 16, the sum of said amounts will be taken into account. If the potential beneficiary has to pay for a single loan without mortgage collateral and does not have to make periodical payments for the rental of their main residence, only said loan without mortgage collateral will be taken into consideration of the aforementioned purposes.

2. The circumstances referred to in the previous paragraph will be accredited by the debtor with the creditor by submitting the documentation established in article 17 of this royal decree-law. The amount of the periodical payments for paying back financing without mortgage collateral will be accredited by providing the corresponding contract entered into with the financial institution.

**Article 19. Moratorium of mortgage debt.**

The mortgage debt or mortgage loans referred to in articles 7 to 16 ter of Royal Decree-Law 8/2020, of 17 March, will be the mortgage debt or loans taken out for the purchase of:

- a) The main residence.
- b) Properties used for the economic activity of entrepreneurs and professionals referred to in letter a) of article 16.1.
- c) Residences that are not the main home that are used for rental purposes, and for which the mortgage debtor (individual), owner and lessor of said residences has not been receiving rent since the entry into force of the state of alarm decreed by Royal Decree 463/2020, of 14 March, or stops receiving it up to one month after the end of this state of alarm.

**Article 21. Suspension of the obligations derived from contracts for credit without mortgage collateral.**

1. Measures have been established to procure the temporary suspension of contractual obligations derived from any loan or credit without mortgage collateral that was in force on the effective date of this royal decree-law, when it was taken out by an individual in a situation of financial vulnerability, in the form defined in article 16, as a result of the health crisis caused by COVID-19.

2. These procedures will also apply to the main debtor's guarantors and endorsers who are subject to the circumstances indicated in article 16.

**Article 22. Guarantors or endorsers.**

Guarantors or endorsers eligible for the suspension of obligations derived from contracts for credit without mortgage collateral can instruct the creditor to resort to the assets of the main debtor before claiming the secured debt, even when the benefit of excussion has been expressly waived in the contract.

**Article 23. Suspension request.**

The debtors included in the scope of application of the suspension of obligations derived from contracts for credit without mortgage collateral can ask the creditor to suspend their obligations up to one month after the end of the state of alarm. Together with the suspension request, debtors will provide the documentation established in article 17.

**Article 24. Granting of the suspension.**

1. Once the suspension request referred to in article 23 of this royal decree-law has been made and the situation of financial vulnerability has been accredited, the creditor will proceed to the automatic suspension of the obligations derived from the credit without mortgage collateral.
2. As with the moratorium on mortgage loans governed by articles 7 to 16 of Royal Decree-Law 8/2020, of 17 March, the application of the suspension will not require an agreement between the parties for it to become valid, nor any kind of contractual renewal. The suspension of contractual obligations will become valid as a result of the debtor's request to the creditor, accompanied by the documentation required, through any means. Nevertheless, if the credit or loan was secured through any kind of recordable right other than the mortgage, or is included in the Register of Instalment Sales of Personal Property for the purposes established in section 1 of article 15 of Act 28/1998, of 13 July, on Instalment Sales of Personal Property, the extended term represented by the suspension will need to be registered, in accordance with general applicable standards.
3. Once the suspension is applied, the creditor will inform the Bank of Spain of its existence and duration. The amounts payable by the debtor if the moratorium is not applied will not be considered to have matured.
4. The suspension will remain in place for the three months, which can be extended through an Agreement of the Spanish Cabinet.
5. When the lender and the borrower benefiting from the moratorium agree on a renewal as a result of the change to the clauses of the contract, in aspects other than the suspension referred to in article 13 of Royal Decree-Law 8/2020, of 17 March, they will incorporate the suspension of the contractual obligations imposed by this royal decree-law, requested by the debtor, as well as any other aspects that the parties establish, and the non-accrual of interests during the term of the suspension.
6. During the period of the state of alarm and until freedom of movement is fully restored, the public deeds referred to in section 2 cannot be executed. Nevertheless, this will not suspend the application of the moratorium, which must be applied automatically, regardless of whether the suspension has been executed in a deed.

**Article 25. Effects of the suspension.**

1. During the validity period of the suspension:
  - a) The creditor will not be able to demand the payment of the amount, nor any of its related concepts (capital amortisation or interest), neither in whole nor in part.
  - b) No simple or late-payment interests will be accrued.
2. As a result of the suspension, the maturity date agreed upon in the contract will be extended for the duration of this suspension, without any modifications to the remainder of its conditions. Matters of assets and recordable rights will be adapted to their own regulations, in accordance with general rules and the provisions of section two of the previous article.
3. The suspension of interest payments will not be applicable de debtors or contracts other than those governed by this royal decree-law.

**Article 26. Consequences of the fraudulent actions of the debtor in relation to the suspension of obligations derived from contracts for credit without mortgage collateral.**

The provisions of article 16 of Royal Decree-Law 8/2020, of 17 March, will be applied to the debtor if they have benefited from legal fraud relating to the measures to suspend the obligations derived from contracts for credit without mortgage collateral.

**Appendix 3 | Sectoral Agreement (CECA) on the deferment of operations with financing for customers affected by the coronavirus crisis, of 16 April 2020  
(transcript of 2nd and 3rd articles)****TWO. Interrelationship with the regulated moratoria in Spanish Royal Decree Law 8/2020 and Royal Decree Law 11/2020**

2.1. This Sectoral Agreement applies to people who, despite having experienced a reduction in income and payment capability due to the Covid-19 Health Crisis as established in the third section of this Agreement, do not fulfill the requirements to benefit from the moratoria covered by Spanish Royal Decree Law 8/2020 and Royal Decree Law 11/2020 (hereinafter, "Legal Moratorium").

2.2. Likewise, people who meet the requirements indicated in the previous Royal Decree Laws once the maximum term of the Legal Moratorium has ended, given they have applied within the term of validity of the current Sectoral Agreement and fulfil the conditions established therein, will be able to benefit from the sectoral moratorium, whereby the conditions contained in this agreement shall apply to them, starting from the above-mentioned period and until a maximum term that, added to the legal moratorium, does not exceed the prescribed periods in the third section as follows.

**THREE. Terms and Conditions to be fulfilled and their effect on operations.**

The operations covered under the Sectoral Agreement must comply with, and will have, respectively the following conditions and effects:

**3.1. Beneficiaries of the Sectoral Agreement**

The customers (natural persons), who have not defaulted on more than two transactions or charges as of 14 March 2020, the date of declaration of the State of Emergency in Spain, and who, as a result of the crisis caused by COVID-19, have been financially affected, whether they have become unemployed, been made temporarily redundant, are facing a cessation or reduction in their financial activities or other equivalent circumstances.

**3.2. Financial products affected by the Sectoral Agreement**

The financial operations affected by this Sectoral Agreement are (i) loans or credit with mortgage collateral and (ii) personal credit or loans.

**3.3. Term of the moratoria.**

3.3.1 The moratorium of loans or credit with mortgage collateral will carry a term of up to a maximum of twelve (12) months, as requested by the beneficiary customer of the Sectoral Agreement who falls within the established sections in general for this purpose.

3.3.2. The moratorium of personal loans will carry a term of up to a maximum of six (6) months, as requested by the beneficiary customer of the Sectoral Agreement who falls within the established sections in general for this purpose.

**3.4. Effects of the moratoria.**

3.4.1. The moratoria regulated by this Sectoral Agreement cause the deferment of the principal loan repayment during the term of the moratorium, or a financially equivalent solution that is equally beneficial for the customer. During the above-mentioned period, the beneficiary customer will assume the payment of the interest on the pending principal during the period of the moratorium.

3.4.2. The credit institution will be able to agree the repayment term and repayment method of the deferred amounts with the debtor:



3.4.2.1. -The deferred amount is paid, whether paid during a term equal to that which remains for the affected loan, or is paid proportionately in relation to the remaining amount of the affected loan until the expiry of the operation, or

3.4.2.2. The deferred amount is paid after the affected operation's due date within a number of months equivalent to the duration of the moratorium, unless the customer and the entity have satisfactorily agreed to a different term.

3.4.2.3. That a personal loan is granted, under the conditions of the operation affected by the moratorium, for which the payments will be in accordance with the prescribed terms in the previous subsections.

### 3.5. Orchestration of the moratoria

3.5.1. The Entity associated with the Agreement is responsible for preparing the documents specified that, where applicable, will be formalised with the beneficiary customers of the Sector Agreement in order to document the moratorium.

3.5.2. Depending on the criterion of each Entity associated with the Agreement, the deferment will be formalised through a new personal loan, a modification to the existing mortgage or personal loan, or another financially equivalent form and that, in any case, enables the existing guarantees of the affected operation, whether fully or a substantial part thereof, to be retained by the entity.

3.5.3. Whether the deferment is formalised through a personal loan, through a modification to a mortgage or another financially equivalent form, your rate of interest will be the same as the operation affected by the aforementioned deferment.

### 3.6. Term of application of the moratoria.

The applications made by the beneficiary customers of this Sectoral Agreement will be processed from 6 April 2020 up to the date considered in the fifth clause as follows.

### 3.7. Response time to applications.

The Entities associated with the Agreement are obliged to respond to the applicants of the regulated moratoria in this Agreement within a maximum term of 30 days from the date of submission of the application, together with the documentation that every Entity establishes on its website as deemed necessary for proving the circumstances considered in section 3.1. For that purpose, the associated Entity may be able to consider an affidavit from the applicant as sufficient evidence or request any other supporting documents that it considers to be pertinent