



**LOMBARD**  
Lombard Bank Malta p.l.c.



**Lombard Bank Cardholders  
Purchase Protection Insurance  
Cardholder's Cover Information Document**



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Atlas Insurance PCC Limited is a cell company authorised by the Malta Financial Services Authority to carry on general insurance business. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their assets.

Company Registration No: C5601

## Introduction

As a **Cardholder**, **You** are entitled to benefit from free purchase protection insurance cover under the policy issued to the **Bank**.

The intention of this document is to provide **You** with details of the insurance cover provided.

**Atlas** strongly recommends that **You** read this document so as to familiarise **Yourself** with the policy benefits, terms and conditions.

It is also recommended that **You** keep this document in a safe place.

## Policy information/claims

Should **You** require any clarification or if **You** need to make a claim **You** are kindly requested to contact:

Atlas Insurance PCC Limited  
48-50 Ta' Xbiex Seafront Ta Xbiex  
XBX 1021  
Tel: 00356 23435381  
Fax: 00356 21344666  
Email: lombardclaims@atlas.com.mt

## Cover

**Atlas** will, at its option, either pay the **Cardholder** in cash for the amount of the loss, theft or damage or repair, reinstate or replace **Retail Purchases** paid for with the **Card** anywhere in the world provided that the loss, theft, or damage occurs during the first 90 calendar days from the **Date of Purchase**.

## Limits

The indemnity provided by **Atlas** shall be limited as follows:

1. up to the value of the goods shown on **Your Card** statement, subject to a maximum of €1,500 for each item and €5,000 any one occurrence. **Retail Purchases** belonging to a set or pair will be covered up to the purchase price of the set or pair, provided that the items are unusable separately and cannot be replaced individually.
2. up to €10,000 in any one calendar year in the aggregate for each **Account Holder**, regardless of the number of **Cardholders** or **Cards** issued.

All cover terminates automatically as soon as **You** close the **Account** linked to the relevant **Card**.

All cover also terminates as soon as the **Account** is blocked in the event of **Your** death but cover on items bought as at the date of termination shall continue till the expiry of the above-mentioned 90-day period.

## The Law applicable to this contract

The contract of insurance shall for all effects and purposes be deemed to be a **Maltese** contract and shall be governed by and according to **Maltese** law. Without prejudice to any arbitration proceedings in **Malta** under current statutory provisions, the policy is subject to the exclusive jurisdiction of the **Maltese** courts.

## Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this document. For ease of reading the definitions are highlighted by the use of **bold** print and will start with a capital letter.

### **INSURED**

means the **Bank** for the benefit of all **Cardholders**.

### **ACCOUNT**

means a **Card** account.

### **ACCOUNT HOLDER**

means a **Cardholder** in whose name the **Bank** maintains an **Account**.

### **ATLAS**

means Atlas Insurance PCC Limited 48-50, Ta'Xbiex Seafront, Ta'Xbiex XBX1021 Malta.

### **BANK**

means Lombard Bank Malta p.l.c. of 67, Republic Street, Valletta, VLT1117, Malta.

### **THE CARDHOLDER/You/Your**

means the a natural person who has been issued with a **Card** by the **Bank** including any natural person who is a supplementary **cardholder**. Any **cardholder** must be permanently resident in **Malta** and has been so resident for the six months prior to the **Entry Date**.

### **CARD**

means a valid Visa or Mastercard "Gold" or "Classic" credit card issued by the **Bank** or a valid "Classic" debit card issued by the **Bank**.

### **DATE OF PURCHASE**

means the date when the **Retail Purchase** is approved by the **Bank** and recognised on the **Account**.

### **ENTRY DATE**

means the date from which a **Cardholder** is issued with the relative **Card**.

### **EXCESS**

means the amount that **You** will have to pay towards each and every claim.

### **JEWELLERY**

means articles of gold, silver or other precious metals and/or precious stones intended for the ornamentation of the person or to be worn.

### **MALTA/ MALTESE**

means the islands of Malta, Gozo and Comino.

### **MONEY**

means coins and bank notes in current use, cheques, postal orders and money orders, bearer bonds, savings stamps and certificates, stamps in current use, travel tickets, lottery tickets, petrol coupons, record tokens, book tokens or other tokens, phone cards, pre-booked entertainment and event tickets, luncheon vouchers, trading stamps, deeds, bills of exchange and travellers' cheques.

### **RETAIL PURCHASE/s**

means any item/s purchased with the **Card** except those specifically excluded under Exclusions.

### **TERRORISM**

means the use of force or violence and/or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government

and/or to put the public or any section of the public in fear.

**UNATTENDED**

means when **You** are not in full view of and not in a position to prevent unauthorised interference with **Your** property or vehicle.

**UNEXPLAINED DISAPPEARANCE**

means the unexplained disappearance of a **Retail Purchase** without evidence of the wrongful act of another.

**VALUABLES**

means **Jewellery**; other articles of gold, silver or other precious metals; watches; furs; pictures, paintings and other works of art; collections of stamps, coins and medals.

## Exclusions

1. The following **Retail Purchases** are excluded from this cover:
  - a) Watercraft, hovercraft, aircraft, caravans and trailers and mechanically or electrically propelled vehicles;
  - b) Living things (including plants);
  - c) Property used solely for business, trade, professional or employment purposes away from residential premises;
  - d) **Money** and documents;
  - e) **Valuables**;
  - f) Sports equipment whilst in use;
  - g) **Retail Purchases** obtained fraudulently or lost by deception;
  - h) Property not purchased in full at the point of sale with a single transaction.
2. **Atlas** will not pay for any loss or damage:
  - a) caused by misuse or by **Your** deliberate act;
  - b) caused by or consisting of deterioration, wear and tear, vermin, insects, fungus, rot, climatic or atmospheric conditions, the action of light or any gradually operating cause;
  - c) caused by or in the process of dyeing or washing, cleaning, maintaining, repairing, restoring, altering, setting up or dismantling;
  - d) caused by or consisting of mechanical or electrical breakdown, derangement or failure;
  - e) caused by or consisting of faulty design/materials/workmanship;
  - f) caused by **Unexplained Disappearance**.
3. Any loss, theft, or damage:
  - a) incurred prior to the delivery and personal acceptance by the **Cardholder** (or anyone designated by the **Cardholder** for this purpose) of the **Retail Purchases** in perfect condition;
  - b) occurring while the **Retail Purchases** are in the care, custody or control of anyone other than the **Cardholder**;
  - c) if the **Cardholder** does not exercise reasonable care for the safety and supervision of the goods;
  - d) which is insured by another policy/ies or which would be so insured if the terms and/or conditions of such other insurance policies were not breached
  - e) directly or indirectly caused or occasioned by or happening through or in consequence of
    - i. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power,
    - ii. **Terrorism** or any action taken in controlling, preventing or suppressing any acts of **Terrorism** or in any way relating to any act of **Terrorism**.
4. Any amount/s which the **Cardholder** can recover from someone or somewhere else.
5. The policy does not cover:
  - a) loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - b) loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
    - i. ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.
6. Loss, theft or damage occasioned by or happening through riot or civil commotion outside **Malta**.
7. Loss, theft or damage occasioned by or happening through or during confiscation or detention by customs or other officials or authorities.
8. Depreciation in value of property or any consequential loss (including reduced value after items have been repaired or replaced).
9. The first €60 of each and every loss.

10. Theft of property:
  - a) while left **Unattended** in an unlocked hotel room; or
  - b) in an **Unattended** motor vehicle unless stolen from
    - a locked and concealed boot; or
    - a locked and concealed luggage compartment; or
    - a closed glove compartment of a locked vehicle which has been broken into by using force and violence.
  
11. Damage or contamination to computers or computer equipment by:
  - a) erasure or distortion of data;
  - b) accidental erasure or mislaying or misfiling of documents or records;
  - c) viruses and similar mechanisms or hacking.

## Claims procedures

1. Claims must always be submitted to **Atlas** at:  
Atlas Insurance PCC Limited  
48-50 Ta' Xbiex Seafront Ta Xbiex  
XBX 1021  
Tel: 00356 23435363  
Fax: 00356 21344666  
Email: lombardclaims@atlas.com.mt  
and **We** will guide **You** accordingly on the procedure for lodging a claim under this policy.
  
2. In the event of loss by theft, **You** must notify the police or appropriate authorities where the incident took place within 48 hours of discovery of the loss.

## General conditions

1. **Atlas** can:
  - recover any payment made under the policy to anyone else at **Atlas**' own expense and for their own benefit and they can do it in the **Cardholder**'s name;
  - ask the **Cardholder** for all the information and help that they need.
2. If **Atlas** has accepted a claim but there is disagreement over the amount to be paid, an arbitrator (to be appointed by mutual consent) will decide. When this happens, the arbitrator must decide on an award before proceedings are started against **Atlas**.
3. If any **Account Holder** holds more than one **Card**, he/she may only claim once in respect of each incident.
4. **You** must not act in a fraudulent manner.  
If **You** or anyone acting on **Your** behalf
  - make a claim under the policy knowing the claim to be false or fraudulently inflated in any respect; or
  - make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of **Your** claim knowing the document to be forged or false in any respect; or
  - make a claim in respect of any loss or damage caused by **Your** willful act or with **Your** connivance,then:
  - **We** will not pay the claim;
  - **We** shall not pay any other claim which has been or will be made by **You** under the policy;
  - **We** may at **Our** option declare the policy void in **Your** regard and cancel **Your** cover immediately without granting any return premium;
  - **We** shall be entitled to recover from **You** the amount of any payment already paid under the Policy in respect of the relevant claim; and
  - **We** may inform the Police of the circumstances.



## If the You are not satisfied with Atlas Insurance

It is important that **You** follow this process, step by step, to ensure that **Your** concerns are dealt with as swiftly as possible.

How **Atlas** deal with **Your** concerns

**You** can communicate with **Atlas** about **Your** concerns in writing by any reasonable means and this will always be free of charge. **Atlas** assures **You** that feedback is always welcome as it enables **Atlas** to identify ways to improve their service, and rest assured that **Atlas** will always treat **You** fairly, equally and promptly. **Atlas** will keep **Your** records in accordance with the Data Protection Act and **You** have the right to request information about the progress of **Your** concerns.

What **You** should do

With the best will in the world, concerns about some aspects of **Atlas**' service may arise. In such circumstances **Atlas**' staff have training and authority to settle problems and will do everything they can to help. This should be **Your** first point of contact.

In the unlikely event that **Your** complaint is unresolved, please write to:

The Customer Care Manager  
Atlas Insurance PCC Limited  
48-50 Ta' Xbiex Seafront  
Ta' Xbiex XBX 1021

or

Email on [insure@atlas.com.mt](mailto:insure@atlas.com.mt)

Who will investigate the matter independently. The Customer Care Manager will:

- acknowledge **Your** letter within 3 working days;
- explain how **Atlas** will handle **Your** complaint and who **Your** contact person will be;
- explain what, if anything, **Atlas** needs **You** to do;
- send **You** a copy of the Atlas Complaints Procedure if **You** do not already have a copy of it.
- give **You** a reply to **Your** concern within 10 working days;
- aim at finalising the issue within 40 working days (8 weeks). If **Atlas** are still unable to conclude within this time period **Atlas** will write to **You** explaining why.

If **Your** complaint arising over a claims issue, **Atlas** may elect to refer the **Your** complaint to an independent arbitrator, whose decision will be binding on both parties. Arbitration will take place in **Malta**.

If **You** are still not satisfied, **You** may also refer **Your** complaint to:

The Consumer Complaints Manager  
Malta financial Services Authority  
Notabile Road  
Attard BKR3000

Freephone: 8007 4924  
Telephone: 21441155  
Email: [consumerinfo@mfsa.com.mt](mailto:consumerinfo@mfsa.com.mt)  
Website: [mymoneybox.mfsa.com.mt](http://mymoneybox.mfsa.com.mt)

## **Protection and Compensation Fund**

Under the Protection and Compensation Fund Regulations 2003, should **Atlas** be unable to meet all their liabilities to policyholders, compensation may be available. Full details are available on the Malta Financial Services Authority website [www.mfsa.com.mt](http://www.mfsa.com.mt)

## Data Protection

**Atlas** is the controller of personal data held about **You** or relating to **You** and/or to any other person/s whom **You** insure with **Atlas** (hereinafter "**Others**"), under the terms of the Data Protection Act (hereinafter the "**Act**").

Through the automatic insurance cover under this Policy, **You** and **Others** (in respect of whom **You** warrant to have shown this statement and obtained their necessary explicit verbal consent) accept the terms of this statement and hereby consent to:

1. the processing of any information by **Atlas** and/or by any other subsidiary companies of Atlas Insurance PCC Limited or Atlas Holdings Limited (hereinafter the "**Group**") which constitutes personal data in terms of the **Act**, insofar as such processing relates to (but not limited to) underwriting and administration of the insurance proposal and policy, handling and settling of claims, detecting and prevention of fraud and the keeping of statistics;
2. the disclosure by the **Group** of personal data held by them to other insurers or to persons acting on their behalf and/or instructions, including (but not limited to) the Malta Insurance Association, insurance intermediaries, Credit Reference Agencies, the Malta Insurance Fraud Platform and other appointed experts, together with the Commissioner of Police and any public or private hospital or clinic, other healthcare provider of any kind or any person, body or authority authorised by law to receive personal data;
3. the abovementioned third parties, and other third parties legally entitled to communicate such data, disclosing relevant personal data to the **Group** and processing such data as described in paragraph (1) above;
4. the **Group** informing **You** and **Others** of its products and services by any means. **You** understand and have explained to **Others** that **You** or **Others** may inform **Us** in writing if any of **You** or **Others** do not wish to receive such information;
5. the recording of telephone calls for training, security and quality control purposes.

**You** also confirm that **You** understand (and have explained to **Others**) that **You** have the right to submit a written and signed request for access to or rectification of data held by the **Group** and that **You** and **Others** are aware that the full details of the **Atlas** Data Protection Policy, updated from time to time, may be found on [http://www.atlas.com.mt/Legal/Data\\_Protection.aspx](http://www.atlas.com.mt/Legal/Data_Protection.aspx)



# LOMBARD

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[www.lombardmalta.com](http://www.lombardmalta.com)

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Lombard Bank Malta p.l.c. is listed on the Malta Stock Exchange and is licensed and regulated by the Malta Financial Services Authority as a credit institution and as an investment service provider.