



LOMBARD
Lombard Bank Malta p.l.c.

CREDIT CARD TERMS AND CONDITIONS OF USE

Registered Office: 67, Republic Street, Valletta Malta, VLT 1117
www.lombardmalta.com · mail@lombardmalta.com · Registration Number: C1607

Lombard Bank Malta plc 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 services provider.

The use of all Credit Cards issued by Lombard Bank Malta p.l.c. is governed at all times by these Terms and Conditions of Use. This agreement gives the Terms and Conditions of use of the Credit Cards issued by the Bank to the Cardholder.

In these terms and conditions, references to the singular shall include the plural where the meaning so implies, for example in the case of joint-account holders, and vice-versa.

The Bank, at its discretion, reserves the right to lay down further terms and conditions as it may deem necessary, or to amend these terms and conditions, which new or amended conditions will become operative upon publication by the Bank or notification to the account holder. Such publication or notification shall be considered binding on the account holder, whether or not acknowledgement is requested by the Bank.

These Conditions are to be read and kept in a safe place. A copy of these Card Terms & Conditions of Use can be obtained at no charge at any time from any of the Bank's branches.

Definitions:-

Account means an account which is required to be maintained in the main Cardholder's name for recording all transactions in relation to this Agreement including but not limited to Cards, sometimes also referred to as the Card Account.

Agreement means these Terms and Conditions of use of Credit Cards, issued by the Bank to the Cardholder and includes any amendment thereto.

ATM means Automated Teller Machine.

Account Holder means a Cardholder in whose name the Bank maintains a Card Account sometimes also referred to as the main Cardholder.

Application means the application issued by the Bank by virtue of which the Client may apply for a Card.

Bank means Lombard Bank Malta p.l.c. a bank registered in Malta under registration number (C 1607) with its current registered office at 67, Republic Street, Valletta, VLT1117, Malta and includes its assignor/s and/or successor/s in title.

Card means Visa Card.

Cardholder means a person in whose name and favour the Bank has issued a card and includes all cardholders, that is, the "Account Holder" as well as any Supplementary cardholders.

Card Account means the Account Holder

Card Transaction refers to any payment made for goods and/or services or cash withdrawn from a bank (including over the counter cash advances and/or ATM withdrawals) obtained by the use of the Card or Card number.

Card Schemes means Visa International.

Client means the person and/or main Cardholder who has signed the Application for a Card Account which the Bank has accepted.

Credit Limit means the maximum debit (borrowed) balance permitted on the Card account as determined and notified to the Client by the Bank from time to time.

Cut-Off Time means that time by which a transaction has to reach the Bank for it to be deemed accepted for processing by the Bank on any particular business day.

Fees means the charges and fees at any time applicable to the Card Account as determined by the Bank from time to time in accordance with the Bank's Tariff of Charges.

One Time Password (OTP) is a dynamic password used together with the Static Password to authenticate an online transaction.

PIN means the Personal Identification Number issued for use with the Card.

Retailer means any physical outlet (shop, restaurant, etc.) or outlet on the internet in Malta or outside Malta.

Static Password is used together with a One Time Password to confirm an online transaction.

Supplementary Cardholder means a Cardholder who is not the main Cardholder whose transactions are charged to the Account of another - sometimes also referred to as an authorised Cardholder.

Tariff of Charges means the tariff of charges issued by the Bank from time to time in relation to Bank products and services and which is available at the branches of the Bank.

1.0 The Card

1.1 The Card must be signed by the Cardholder immediately upon receipt.

1.2 The Card is not transferable and may only be used by the Cardholder who remains solely responsible for its custody at all times.

1.3 The Card remains the property of the Bank and must be returned immediately upon request by the Bank.

1.4 The Card may only be used during its indicated validity period. Amounts are to be maintained within the agreed Credit Limit.

1.5 The Card must not be used if cancelled, withdrawn or suspended by the Bank.

1.6 The Card may be renewed after expiry as necessary unless the Agreement is for any reason terminated or suspended by the Bank.

1.7 A 30 (thirty) day notice prior to expiry must be given by the Cardholder if the Card is not going to be renewed

1.8 The Card should not be tampered with.

2.0 PIN / Static Password / One Time Password (OTP)

a) As the Card may be used to undertake transactions through different channels, the Cardholder will be provided with any, or all of the below:

- A PIN that can be used on an ATM or at a Point of Sale terminal.
- A Static Password that may be used to affect online purchases.
- An OTP that may be used to authenticate an online purchase through the two-factor authentication process.

b) In all the above cases, any PIN, Static Password and / or OTP that are to be used in conjunction with the Card must be kept secret at all times. This means that the Cardholder must not disclose them to anyone or have them recorded in any way as this may allow another person to gain access or discover them.

c) If the PIN, Static Password and / or the OTP are communicated to the Cardholder in a paper format, the relative notification is to be destroyed upon receipt. If, on the other hand the PIN, Static Password and / or the OTP are notified to the Cardholder in an electronic format, the Cardholder must not insert any of them in any other website or device, except the one for which they were intended.

d) The Cardholder is required to comply with any other instructions, that the Bank may issue from time to time in connection with the safekeeping of the PIN / Static Password and / or OTP.

e) Should the Cardholder forget the PIN completely, this may be reissued on request to the Bank at a Fee as per the General Tariff Information Document.

3.0 The Card Account

3.1 The Bank will maintain a Card Account for the Account holder. The Bank will charge to the Card Account the amounts of all transactions made with the Card issued to the Cardholder or to any authorised Supplementary Cardholder.

3.2 Where a retailer has sought authorisation from the Bank, the amount authorised will be charged to the Card Account and deducted from the Credit Limit available on the Card Account.

3.3 Where the Card is used abroad and/or for transactions denominated other than in the Euro currency, amounts will be converted into Euro at the rates of exchange applicable at the time they are charged to the Card Account. All charges in connection with the exchange transaction/s shall be debited to the Card Account. The Cardholder remains responsible at all times for transactions falling under any Exchange Control regulations or other law as may be in force from time to time in Malta and/or abroad.

3.4 The Bank will only accept instructions for amendments from the Client Account holder.

4.0 Financial & Related Particulars

4.1 Unless otherwise advised by the Bank to the Account Holder the Credit Limit on the Card Account is Seven hundred Euro (€700) for Classic Cards and – six thousand Euro (€6,000) for Gold Cards.

4.2 Interest calculated on a daily basis will be charged at the rate of 3.50% above the Lombard Bank Base rate (details of the rate may be obtained from any one of the Bank's branches) or at any higher rate up to the maximum allowed at law at the Bank's sole discretion

4.3 Within 25 running days of the statement date the Account Holder must pay to the Bank either the minimum sum specified or any larger sum, which the Account Holder may choose. The minimum sum will be the greater of twelve euro (€12.00) - or five per centum (5%) of the outstanding balance or the total outstanding balance.

4.4 The Bank reserves the right at its full discretion to offset any debit balance or balances on the Card Account with any credit balances on any other accounts that may be held with the Bank in the name of the Cardholder.

4.5 A charge equivalent to 2% per annum of the outstanding balance subject to a minimum of Ten euro (€10.00), will be due and collected if the Account is not conducted in accordance with above conditions.

5.0 Credit Limit

5.1 The Bank may increase or lower the Credit Limit at its sole discretion.

5.2 The Account Holder may request a temporary or permanent increase in the Credit Limit. This may be accepted or otherwise at the discretion of the Bank. These amendments are subject to Fees as per tariff of charges.

6.0 Excesses over Credit Limit

Overrunning positions on the Card which are not corrected within the time limit as advised by the Bank from time to time will each be charged an over limit Fee of ten Euro (€10.00) together with an increase of 2% to the debit interest rate applicable at that time.

7.0 Interest

No Interest will be charged on outstanding balances provided that payment in full is made and credited to the Card Account within 25 running days of the date of the relevant statement on which they appear. Interest will then be charged from the statement date on the daily balance/s on the amount outstanding until full repayment has been credited to the Card Account. Cash advances, not effected from Lombard Bank, are subject to a charge of 0.33% subject to a minimum of five euro (€5.00) or as may be determined by the Bank from time to time.

8.0 Annual Percentage Rate of Charge (APR)

The (APR) is the total cost of the credit based on the Interest rate and the annual Card Fee, on the assumption that:-

- the Credit Limit is spent in full on local purchases at the start of the agreement;
- repayments are made in 12 equal monthly installments,

inclusive of interest, and

- local purchases do not attract interest for the first 56 days from the date the Bank receives the first local purchase transaction.

Usage of the Card in a different manner will affect the APR, due to other applicable charges stipulated in the Tariff of Charges.

Any change in the interest rate, in the Credit Limit, in the annual Card Fee, and the introduction and revision of any other charges, may affect the APR.

9.0 Statements

A statement is generated for each month provided that transactions have taken place on the Account and/or if there are any outstanding balances.

10.0 Transactions on the Card Account

10.1 Debits/charges to the Account

All Card transactions will normally be posted/charged to the Card Account within three working days from transaction date or from date of when due.

10.2 Credits to the Account

Payments to the Card Account can be made in the following manner:

- by sending a cheque to the Bank by post; effective same day of receipt;
- by effecting a cheque/cash deposit at any of the Bank's ATMs; effective same day if made before 08:00 on any business day Monday to Friday;
- by depositing a cheque/cash at any of the Bank's offices; effective same day. There is a fee of twenty euro (€20) should the cheque be subsequently returned for any reason;
- by giving instructions to a branch to transfer to the Card Account; effective same day if made before 14:30 on any business day Monday to Friday;
- by giving the branch instructions to effect a direct debit from an account to settle either the monthly minimum repayment or the outstanding balance in full; effective same day. However, should the repayment not be effected due to insufficient funds, the Account will be charged a Fee of five euro (€5.00) in addition to the overdue Fee/s;
- by using Lombard Bank Internet Banking; effective same day if made before 16:30 on any business day Monday to Friday;

If a cheque/direct debit payment cannot be paid into the Account for reasons beyond the Bank's control the Cardholder will be liable both for interest which is backdated to the date the deposit was first credited and for any charges due.

11.0 Security

The Bank may refuse to authorise the use of a Card if:-

- the transaction would cause the Credit Limit to be exceeded, or the Account balance to be in unauthorised debit or if the transaction would cause the amount owing on the Account plus any other amounts agreed or authorised to exceed the Credit Limit, or Account balance to be in debit, or
- repayments are in arrears, or
- the transaction does not comply with any applicable terms as issued from time to time, or
- The Bank considers that the Card or the Account has been, or is likely to be compromised. If it is suspected that the Card details may have been compromised the Bank may block the Card. Replacing the Card will be at the Bank's discretion. In such cases the Bank will do its utmost to contact the Cardholder before the Card is blocked. If, however, the Cardholder is not contacted, the Bank will retain the right to block the Card and replace it with a new one at the Bank's discretion to seek to avoid any unauthorised use of the Card. If the Card is being replaced the Bank will mail the replacement Card to the last address the Cardholder supplied. In such cases the Bank will not, except as provided in the Agreement, be responsible for any loss or damage that may be incurred

as a consequence of its actions.

12.0 Application of Payment

When payments are received and credited to the Account, they will be applied in the following order:

- a. Interest shown on statement
- b. Cash Advances shown on statement
- c. Other transactions shown on previous statements
- d. Other transactions shown on the latest statements
- e. Cash advances not yet shown on statements
- f. Other transactions not yet shown on statements.

13.0 Loss of Card

13.1 The Cardholder must notify the:

- **Bank's Customer Support Services** on +356 2558 1789 or;
- **VISA International** on +44 20 7795 5777

if it is discovered that the Card was lost or stolen or if the PIN became known to others. Provided notification as above is given beforehand, the maximum liability of the Cardholder towards the Bank will be one hundred and fifty euro (€150) for loss caused by use of a third party. The Cardholder will also remain liable towards the Bank for all transactions carried out by any other person who acquired possession of the Card or knowledge of the PIN with the approval of the Cardholder.

13.2 Where the Card is lost or stolen outside Malta notification of loss/stolen must be made forthwith to any bank, which displays the Visa logo. Notification to the Bank as per 13.1 must also be subsequently made.

13.3 The Bank may require assistance and information from the Cardholder to help in the retrieval of the Card.

13.4 If the Card is retrieved after being reported lost or stolen, no further use of the Card can be made. The Card must be destroyed by the Cardholder (broken in two or equivalent) and returned to the Bank.

14.0 Payment Limits

As a fraud prevention measure, daily and weekly limits may be placed by the Bank on the maximum amount and number of transactions that the Client may effect. The amount/type of limits may be changed from time to time by the Bank, as it deems appropriate in the circumstances. Information about these limits may be obtained by calling the Bank's Customer Support Services, currently +356 2558 1789. Should the client wish to modify any of the limits imposed by the Bank, the Bank may at its discretion do so but upon the Client's sole and exclusive responsibility. Other banks may impose their own limits on the amount of transactions that can be effected.

15.0 Liability for Unauthorised Transactions

15.1 The Client will be responsible for all losses if proved that this was due to a fraudulent act or if another person was allowed to use the Client's Card or Card Account.

15.2 The Client will be responsible for all losses arising from unauthorised transactions on the Account as a result of -

- intentionally or with gross negligence failed to use the Card, (including keeping the Card and PIN safe, accessing only trusted sites or any other security or personalised details) as recommended, or
- Failed to use 3D Secure where available or
- Intentionally or with gross negligence failed to notify the Bank of the loss or theft of any Card, PIN, or other security or personalised details.

15.3 Unless the Cardholder has acted fraudulently, the Client will not be responsible for any losses in respect of any unauthorised transactions –

- if the Card is used by an unauthorised person prior to the receipt by the Cardholder, or
- after the Client has notified the Bank of the loss or theft of the Card or security details, or
- if the Bank has failed to provide the facilities for the Cardholder to report that the Card or any security details have been lost or stolen.

15.4 The Bank will not be liable for any loss arising from:

- any cause which results from abnormal and unforeseen

circumstances beyond the control of the Bank, the consequences of which would have been unavoidable despite all efforts to the contrary; or

- Fraudulent transactions; or
- a retailer refusing to accept the Card or
- Bank compliance with legal and regulatory requirements or
- Loss or corruption of data unless caused by willful default

16.0 Claiming a Chargeback

The Cardholder cannot 'stop' or reverse a payment made by use of the Card. If a Cardholder wishes to refuse a transaction, this can be done against payment of the relative chargeback processing Fee, if still available and possible. On becoming aware of any unauthorised or incorrectly executed payment transactions, a signed letter is to be sent to the Bank. This should be done within a reasonable time, not exceeding 13 months after the debit date. If the merchant effects a refund, the Account will be credited upon receipt.

Furthermore, Cardholders are not entitled to claim a chargeback on transactions effected on account-related services such as withdrawal of account balances, money-transfers and / or trading/investment decisions since when funds are loaded into an investment, foreign exchange or similar type of account, the service is considered to have been provided.

17.0 Cash Withdrawals/Advances

Cash advances include but are not limited to:

- Cash withdrawals from ATMs
- Cash transactions effected over the counter
- Transfers from a Card Account to another account

All cash advances are subject to a Fee as per Tariff of Charges.

18.0 Supplementary Card

Upon satisfactory completion of the Application by the Account Holder and the Supplementary Cardholder, the Bank may issue a Supplementary Card. The Account Holder will invariably be liable to the Bank for the use of such Card as if it had been issued to and used by the same Account Holder. The Supplementary Card may be cancelled at the written request of the Account Holder or of the Supplementary Cardholder and upon the surrender of this same Card to the Bank. If a Supplementary Card is issued the same Agreement including Credit Limit approved by the Bank in relation to the Account Holder applies to both Cards as this is one Account.

19.0 Service

While the Bank will make every effort to give a complete service at all times, this cannot always be guaranteed. The Bank is not liable if it is unable to perform its obligations under this Agreement due to unforeseen circumstances beyond its control such as failures that may be caused due to machinery breakdown, strikes or any other causes under whatever name called beyond its control, which prevent the Bank from providing the requested service in terms of this Agreement.

20.0 Termination

20.1 The agreement may be terminated at any time by written notice from the Cardholder. In such instances the Cards (including Supplementary Cards) are to be destroyed by the Cardholder (broken in two) and returned to the Bank. The Cardholder remains responsible until 45 days beyond the return of the Card, for all transactions effected by the use of the Cards. This agreement may be terminated only after any due balances have been settled in full.

20.2 The Bank will terminate the agreement or cancel or suspend the use of any Card if the Account holder passes away or is adjudged bankrupt or due to default of either the Account Holder or Supplementary Cardholder.

20.3 The Bank also reserves the right to terminate the agreement without giving any reason to the Account Holder provided that notice of termination is given either personally or by post to the last known address of the Cardholder. Evidence of post is deemed as sufficient notice.

20.4 Termination of the agreement by the Bank will not affect the liability towards the Bank existing at that time and upon

termination, the Bank may require immediate repayment of all amounts due/outstanding. Interest and other charges as may be due will continue to accrue on any balance outstanding until full payment is made.

21.0 Personal Data

21.1 Information about the account holder, and all account holder's accounts and banking relationships will be input into the Bank's databases and processed by the Bank and the Bank's affiliates in making credit decisions and servicing the account holder's relationships with them.

This information may also be disclosed to the Bank's affiliates and others to provide account holder with the service applied for, for the purpose of prevention of fraud and criminal activity, audit and debt collection and so that services may be processed.

21.2 The Bank may use, analyse and assess information may use, analyse and assess information held about the account holder and about the Bank's products and services in accordance with the Bank's Data Protection Notice provided to you.

21.3 The account holder agrees to the use/processing of relative personal data in the manner set out in this Agreement.

22.0 Change of Relevant Data

22.1 The account holder undertakes to inform the Bank of any relevant changes such as:

- change of address,
- marital status,
- Tax at Source deductions on interest,
- death of joint account holder, attorney or mandatory etc.
- any changes in beneficial ownership.

The account holder also undertakes to provide updated information within 30 days of such changes.

22.2 When notifying the Bank of any change of account holder's address, the amended ID Card/Residence Document must be produced.

22.3 The Bank reserves the right to levy a charge of twenty five euro (€25.00), or its equivalent, when, due to a change in address not previously notified, mail cannot be delivered to the account holder and is returned to the Bank.

23.0 Annual Fees

Fees will be charged according to the Bank's Tariff of Charges.

24.0 Telephone calls

The Bank draws the attention of the Accountholder that it may record or monitor telephone calls in order to ensure security for its customers and Accountholders and its staff and to help maintain service quality.

25.0 Execution of Instruction/s

25.1 The Bank may in its absolute discretion and without incurring any liability, act or decline to act upon instruction/s received if:

- The Bank considers that the instruction/s are conflicting and/or ambiguous.
- The Bank is unable to determine the authenticity of the instruction/s with certainty.
- The Bank considers the account/s has/have been or is/are likely to be misused.

25.2 Instruction/s received by facsimile transmission or electronic mail may be accepted solely at the Bank's discretion and also upon prior completion of the Bank's 'Fax and E-mail Instruction/s – Authority and Indemnity'. If the Bank executes such instruction/s, it shall do so without any responsibility on its part and in accordance with recognised banking practice. In this regard the account holder:

- Releases the Bank from all liabilities from any damages the account holder may suffer in the event that an unauthorized third party forges the account holder's signature and
- Unconditionally and irrevocably agrees to hold the Bank fully indemnified.

25.3 In fulfilling its obligations arising from laws and regulations relating to money laundering, terrorist financing and sanctions the Bank:

- May take any action it deems appropriate or reasonable on receipt of the account holder's instruction/s.
- May stop the account until the information and/or documents requested by the Bank from the account holder are received in the manner requested.
- May share information with third parties with whom the Bank maintains a business relationship.

In so doing the Bank shall not be liable for any loss or damage of any type, however occasioned, that may be suffered by the account holder or by any third party.

26.0 Confidentiality

Information held about you by the Bank will not be disclosed to anyone other than where:

- The Bank is legally bound to disclose,
- The Bank has a public duty to disclose,
- The Bank's interests require disclosure,
- The disclosure is made with the Client's consent,
- As set out in this Agreement

27.0 Data Sharing

The Bank may disclose information as it may deem necessary as allowed by law This includes but is not limited to the sharing of information that may be stored, used, transmitted or otherwise processed for the purposes of complying with applicable laws, including anti-money laundering and antiterrorism laws and regulations and fighting crime and terrorism.

28.0 Acknowledgment

These Terms and Conditions are given to the Client after having been read and understood, and the signature below signifies acceptance thereof and receipt of such a copy.

29.0 Pre-Contractual Information To The Consumer*

It is hereby confirmed that the undersigned has/ve been provided by the Bank with a copy of the European Consumer Credit Information in accordance with the Consumer Credit Regulations, 2010 (Legal Notice 330 of 2010).

30.0 Central Credit Register

In line with Directive No. 14 issued by the Central Bank of Malta (CBM) relating to the establishment of a Central Credit Register, information related to all your credit facilities in excess of €5,000 (if any) will be made available for inclusion in this Register. In terms of this Directive, all banks in Malta are legally obliged to provide to the CBM all the necessary information on a monthly basis.

The credit facilities reportable for the purposes of this Register include loans, overdrafts, commitments, credit cards and other credit lines which are deemed to represent a credit exposure.

Access to the Register, which will be operated through a fully auditable system on the CBM portal, will be strictly limited to banks in Malta, whilst customers themselves, or their lawful representatives, may also request to exercise the right to have an extract of the information held on them on the Register.

31.0 Governing Law and Jurisdiction

This Agreement is governed by the Laws of Malta. Any disputes shall be subject to the exclusive jurisdiction of the Maltese courts or to any tribunal at the Malta Arbitration Centre. The submission by the Account Holder to jurisdiction as above shall not be construed so as to exclude the right of the Bank to take legal action arising out of or in connection with the Account in whatever jurisdiction it may deem fit.

32.0 Severability

Each of the clauses of the Agreement is severable from the others, and if at any time any one or more of such clauses, not being of a fundamental nature, is or becomes illegal, invalid, or unenforceable, the validity, legality, and enforcement of the remaining clauses of the Agreement shall not in any way be affected or impaired.

* Where the Card is issued to a consumer that is not a natural person in terms of the Consumer Credit Regulations Section 29 will not apply and must be deleted.