



**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

Lombard Bank Malta p.l.c.

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

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email: [cardservices@lombardmalta.com](mailto:cardservices@lombardmalta.com)

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.