



LOMBARD

Lombard Bank Malta p.l.c.



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

Contents

Introduction	2
Definitions	3
Exclusions	5
Claims Procedure	6
General Conditions	6
Protection and Compensation Fund	7
Data & Privacy Protection	7
What You can do if You are not satisfied with Atlas Insurance PCC Limited	8

This Policy is underwritten by Atlas Insurance PCC Limited

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

Lombard Bank Purchase Protection Cardholders Insurance Policy Ref No 511382 411 001

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
Email: lombardclaims@atlas.com.mt

Cover

Atlas will pay the **Cardholder** 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.

The Law applicable to this contract

This insurance policy is a **Maltese** contract and will be governed by **Maltese** Law. Without prejudice to any arbitration proceedings in **Malta** under current statutory provisions, this policy is subject to the exclusive jurisdiction of the **Maltese** Courts.

The indemnity provided in this policy shall apply only to judgements, orders or awards that are delivered by or obtained from a court within **Malta**.

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.

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.

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.

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**.

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 resident for the six months prior to the **Entry Date**.

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.

INSURED

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

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

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 the policy 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.

General Exclusions

Furthermore, **Atlas** will not pay for claims arising directly or indirectly from:

1. The following **Retail Purchases**:
 - 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. Any loss or damage caused by:
 - a) misuse or by **Your** deliberate act;
 - b) 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) or in the process of dyeing or washing, cleaning, maintaining, repairing, restoring, altering, setting up or dismantling;
 - d) or consisting of mechanical or electrical breakdown, derangement or failure;
 - e) or consisting of faulty design/materials/workmanship;
 - f) **Unexplained Disappearance**.
3. Any loss or damage:
 - a) incurred prior to the delivery and personal acceptance by **You** (or anyone designated by **You** 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 **You**;
 - c) if **You** do 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 **You** can recover from someone or somewhere else.
5. Any loss or damage:
 - a) caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - b) to any property or any loss or expense resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to or arising from:
 - i. ionizing 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 accommodation; or
 - b) from an **Unattended** motor vehicle unless stolen from
 - a locked dashboard or closed glove compartment;
 - a locked luggage boot;
 - a locked and concealed luggage compartment;of the locked motor 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 misfiling of documents or records;
 - c) viruses and similar mechanisms or hacking.
12. Loss or damage to the extent that the provision of such cover or payment of such claim would expose **Atlas** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

Claims procedures

1. Claims must always be submitted to **Atlas** within 15 days of discovery of the loss and **Atlas** 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 **Your** name;
 - ask **You** for all the information and help that they need.
2. If **Atlas** have accepted a claim under the policy and there is a disagreement over the amount to be paid to the **You**, the dispute must be referred to an arbitrator to be appointed by mutual agreement between the parties in accordance with the provisions of the Arbitration Act 1996. When this happens the making of an award by the said arbitrator shall be a condition to any right of action 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 **Atlas**:
 - will not pay the claim;
 - shall not pay any other claim which has been or will be made by **You** under the policy;
 - may at their option declare the policy void in **Your** regard and cancel **Your** cover immediately;
 - shall be entitled to recover from **You** the amount of any payment already paid under the Policy in respect of the relevant claim; and

- may inform the Police of the circumstances.

Protection & Compensation for Policyholders

A special fund has been established under the Protection and Compensation Fund Regulations of 2003. The fund is made up of contributions by locally licensed insurers and provides limited compensation to policyholders if one of these insurers becomes insolvent. Payments out of the funds are made in respect of protected risks only and to qualified persons as defined in these Regulations. If **You** wish, **Our** Compliance Officer can provide **You** with a detailed explanation of the provisions of the Protection and Compensation Fund Regulations and how they affect **You**.

Data and Privacy Protection

Atlas Insurance PCC Limited and/or any other subsidiaries of **Atlas** Holdings Limited or any of its daughter companies (hereinafter '**Atlas**', '**Us**', '**Our**', '**We**') are the data controllers, as defined by relevant data protection laws and regulations, of personal data held about **You** or relating to **You** and/or to any other person/s whom **You** insure with **Atlas** (hereinafter '**Others**').

In completing all the forms related to **Your** policies or claims, **You** confirm **Your** understanding and acceptance of the terms in **Atlas's** Data Protection and Privacy Statement. **You** hereby warrant that **You** have informed **Others** why **We** asked for this information and what **We** will use it for and have obtained the necessary explicit verbal consent.

Atlas collects and processes information about **You** and **Others** for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing or detecting crime (including fraud). **Atlas** may monitor calls to and from customers for training, quality and regulatory purposes.

Atlas may collect and disclose **Your** and **Others'** information from/to other entities in order to conduct **Our** business including

- managing claims, which may require obtaining data including medical information from healthcare providers (including any public or private hospital or clinic) and/or Your employers (for company schemes) and which **You** hereby authorise;
- administering policies with insurance brokers or other intermediaries appointed by the policyholder;
- helping **Us** prevent or detect crime by sharing **Your** information with regulatory and public bodies in **Malta** or, if applicable, overseas, including the Police, as well as with other insurance companies (directly or via shared databases such as the Malta Insurance Fraud Platform), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or
- **Our** third party suppliers or service providers to whom **We** outsource certain business operations.

We will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

You have the right to access **Your** personal data and ask **Atlas** to update or correct the information held or delete such personal data from **Our** records if it is no longer needed for the purposes indicated above. **You** may exercise these and other rights held in **Atlas's** Data Protection and Privacy Statement, by contacting **Our** Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex BXB 1021 Malta or email dpo@atlas.com.mt Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If **You** and **Others** consider that the processing of personal data by **Atlas** is not in compliance with data protection laws and regulations, **You** and **Others** may lodge a complaint with **Us** and/or the Office of the Information and Data Protection Commissioner by following this link <https://idpc.org.mt/en/Pages/contact/complaints.aspx>

If **You** wish to view the full **Atlas's** Data Protection and Privacy Statement, for a better understanding of how **We** use this data please visit <https://www.atlas.com.mt/legal/data-protection/>.

Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance

What You can do if You are not satisfied with Atlas Insurance PCC Limited

For the purpose of this section, **Atlas** is hereinafter referred to as 'Us' 'We' 'Our'.

With the best will in the world, concerns about some aspects of **Our** service may arise. Please help **Us** to resolve **Your** concerns as quickly as possible by following this process.

Please remember to quote Your policy and/or claim number on all correspondence.

How we deal with Your concerns

You can communicate with **Us** about **Your** concerns in writing by any reasonable means and this will always be free of charge. **We** assure **You** that feedback is always welcome as it enables us to identify ways to improve **Our** service, and rest assured that **We** will always treat **You** fairly, equally and promptly. **We** 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

Atlas staff have training and authority to settle problems and will do everything they can to help. They should be **Your** first point of contact.

In the unlikely event that **Your** complaint is unresolved, please write to The Customer Card Manager (at Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 or email on insure@atlas.com.mt) who will investigate the matter independently.

The Customer Care Manager will:

- acknowledge **Your** concern within 3 working days;
- explain how **Atlas** will handle **Your** complaint and who **Your** contact person will be;
- explain what, if anything, **You** need 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 15 working days from the date of receipt of **Your** complaint. In the unlikely event that **We** are unable to conclude within this time period, **We** will write to **You** explaining why.

If You are still not satisfied

If **You** are still not satisfied with **Our** final reply or **We** have failed to give **You** a reply within 15 working days without giving **You** an explanation, **You** (individuals and micro enterprises) may refer **Your** issues to the Financial Services Arbitrator (Office of the Arbitrator for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, telephone 8007 2366 or 21249245 or complaint.info@financialarbitrator.org.mt).



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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.