



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

## DEBIT CARD GENERAL TERMS & 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.*

### Definitions:-

**Account/s** means the payment account or accounts belonging to the Client and to which the Card is linked.

**ATM** means Automated Teller Machine.

**Application** means the application form issued by the Bank by virtue of which the Client may apply to open the Account/s which may eventually be approved.

**Agreement** means the agreement in force between the Bank and the Client, and includes the signed application and the Terms and Conditions issued by the Bank as may be in force from time to time.

**Bank** means Lombard Bank Malta p.l.c. which is registered in Malta (C 1607) with its current registered office at 67, Republic Street, Valletta, VLT1117, Malta, and includes all its assignees and successors in title.

**Card** means the Debit Card.

**Client** means the person who has signed the Application for an Account/s which the Bank has accepted.

**Debit Card** means the card linked to the Account/s and issued by the Bank for use solely by the Client or his/her appointed attorney.

**Fees** means the charges and fees applicable to the Account/s as determined by the Bank from time to time.

**OTP** means One Time Password that is used together with the Static Password to authenticate an online transaction.

**PIN** means Personal Identification Number.

**Retailer** means any physical outlet (shop, restaurant, etc.) or outlet on the internet, in Malta or outside Malta, which displays the card acceptance mark.

**Shortfall** means the amount paid to complete a transaction when there were insufficient funds on the Account/s.

**Static Password** means a password that is used together with the OTP to authenticate an online transaction.

**Website** means www.lombardmalta.com or any other internet website established, operated or maintained by the Bank.

### 1.0 The Debit Card

1.1 The Card can be used at any ATM or physical outlet (shop, restaurant, etc) or on the internet, in Malta and outside Malta, which displays the card acceptance mark. This is not a guarantee that any particular Retailer will accept the Card.

1.2 The Card **is not a credit card** and therefore, prior to use, the Client must ensure that the Account/s hold/s sufficient funds prior to use.

1.3 The Card cannot be used after the expiry date shown on the face of the Card. A new Card is normally issued prior to this date.

1.4 The Client shall be authorised to make transactions on the Account/s using the Card as soon as the Card and PIN are received and upon conclusion of the Agreement as may be in force from time to time.

1.5 The Card must be signed by the Client **immediately upon receipt** and may only be used by the Client who remains solely responsible for its custody at all times.

1.6 The Card shall not be tampered with in any way whatsoever.

### 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 Using the Debit Card

3.1 Detailed use instructions which are to be followed at all times are found on the Website which is updated from time to time.

3.2 The value of transactions together with any applicable fees, if any, shall be deducted from the balance on the Account as soon as the transactions are authorised as herein explained and in particular under section 3.0

3.3 The Card shall remain the property of the Bank and must be returned or destroyed upon the demand of the Bank. Upon demand, the Client must stop using the Card.

3.4 The Bank may at any time and at its absolute discretion suspend, restrict or cancel a Card or refuse to issue or replace a Card, in case of misuse and/or if it is believed that continued use may cause losses to the Client and/or to the Bank. The Client shall be notified of such action as soon as practicable and/or permitted to do so.

3.5 The Bank may at any time and at its absolute discretion refuse a transaction in case of misuse of the Card and/or if it is believed that the transaction may cause losses to the Client and/or the Bank and/or may be in breach of the Agreement and/or for other reasons valid at law and/or for technical reasons. The Client shall be notified of such action as soon as practicable or permitted to do so unless such notification will be unlawful.

### 4.0 Authorising Transactions

4.1 A Card transaction will be regarded as authorised by the Client where;

- i. the transaction is authorised at the point of sale by following the instructions provided by the Retailer to authorise the transaction, which may include:
  - a. entering the PIN;
  - b. signing a sales voucher;
  - c. providing the Card details and/or providing any other details as requested;
  - d. waving or swiping the Card over a card reader.
- ii. the Card is inserted in an ATM and PIN entered to request a cash withdrawal;
- iii. a request is made at any bank counter for a cash advance;

4.2 After an authorisation for a transaction is received it may not be withdrawn (or revoked), unless the Client gives notice to the Retailer providing a copy of the notice to the Bank. A Fee in terms of the Bank's tariff of charges may be charged if a transaction is withdrawn and/or revoked under this clause.

4.3 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. The Client may obtain information about these limits by calling the Bank's Customer Service currently on 2558 1789. Should the Client wish to modify any of the limits imposed by the Bank, the Bank may at its discretion do so at the Client's exclusive responsibility. Other banks may impose their own limits on the amount of transactions that can be effected.

### 5.0 Security

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

- the Account balance to be in unauthorised debit 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.

## **6.0 Cancellation and expiry of the Debit Card**

6.1 Provided that there are sufficient funds in the Account/s to cover costs of any replacement card, and unless the Bank has been notified otherwise, a new Card shall be issued.

6.2 The Bank may cancel the Agreement for any of the following reasons:

- i. if this Agreement or the Card expires on a set date and the Bank has not agreed to renew this Agreement;
- ii. if an important part of this Agreement has been broken, or repeatedly broken and the Client fails to resolve the matter in a timely manner;
- iii. if the Client acts in a manner that is threatening or abusive to Bank staff, or any of its representatives;
- iv. if the Client fails to pay Fees that are incurred or fails to put right any Shortfall;
- v. in the event of the Client's death.

6.3 This Agreement may also be cancelled or suspended immediately should there be reason to believe that the Card is being used to commit fraud or for any unlawful purposes. The Client shall be notified of such action as soon as practicable or as permitted to do so in terms of law. The Bank may also cancel the Agreement for any reason whatsoever by giving at least 2 months notice in advance.

6.4 When this Agreement ends and is not renewed in terms of clause 5.1 the Client must notify the Bank within 30 days the manner in which any unutilised funds in the Account/s are to be disposed.

6.5 Upon cancellation of this Agreement the Card will be blocked immediately so it cannot be used further.

6.6 There shall be no entitlement for a refund of money already spent on transactions authorised or pending or any fees for use of the Card before the Card is cancelled or expires.

6.7 Notification for cancellation can be made in terms of clause 5.1, and confirming that the Card has already been destroyed.

6.8 On cancellation of the Card, once all transactions and fees have been deducted, the Bank will arrange for any unused funds to be refunded to the Client within 30 calendar days.

6.9 A Fee in terms of the Bank's tariff of charges may be charged for a refund unless any unused funds are transferred to another account/s opened by the Bank, or the Card is cancelled within 14 days of first issue.

## **7.0 Keeping the Card secure**

7.1 The Client shall treat the Card like cash. If it is lost or stolen, some or all of the money on the Account/s may be lost. As a result, the Card must be kept safe and used only by the Client to whom it has been issued.

7.2 When a PIN is issued, it should be memorised and the PIN notification destroyed. The PIN must be kept secret at all times and no record of it made nor should it be revealed to anyone.

7.3 The Static Password must be kept secret at all times.

7.4 The balance on the Account/s can be regularly checked by calling at any branch or the Bank's Customer Service currently on 2258 1789 or by inserting the Card in any of the Bank's ATMs.

## **8.0 Lost and stolen Card and unauthorised or incorrectly executed payments**

8.1 Upon the Client becoming aware or suspecting that the Card is misplaced, lost or stolen or that the PIN is known to an unauthorised person or a transaction has been incorrectly executed, the Bank must be notified on the 24 hour Lost and Stolen card helpline currently : +356 2558 1789.

8.2 The Bank will refund any incorrectly executed transaction unless there is reason to believe that the Client is in breach of the Agreement and / or acted fraudulently and / or with gross negligence.

8.3 If the investigations show that any disputed transaction was authorised by the Client, and/or the Client was in breach of the agreement and / or has acted fraudulently and/or with gross negligence, the Client shall be liable for any loss suffered by the Bank through the use of the Card.

8.4 For purposes of this agreement Clause 8.3 "gross negligence" also includes but is not necessarily limited to failure to keep the Card and/or PIN secure and/or not signing the signature strip on the back of the Card.

## **9.0 Liability**

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

- i. any cause which results from abnormal or unforeseen circumstances beyond the control of the Bank/, consequences which would have been unavoidable despite all efforts to the contrary; or
- ii. a Retailer refusing to accept the Card; or
- iii. Bank compliance with legal and regulatory requirements; or
- iv. loss or corruption of data unless caused by willful default; or
- v. when Client is in breach of the Agreement and / or acted fraudulently and / or with gross negligence.

The Bank shall also not be liable for:

- i. business interruption, loss of revenue, goodwill, opportunity or anticipated savings; or
- ii. any indirect or consequential loss; or
- iii. any losses arising as a result of misuse of the Card.

## **10.0 Right to a refund**

10.1 The Client may be entitled to claim a refund in relation to transactions where the transaction/s were incorrectly executed and

appropriately notified to the Bank in accordance with section 6.0 above.

10.2 The Client may not be entitled to a refund should it transpire that Client did not follow the "Prevention of Card Fraud Guidelines" forming part of the Agreement and as may be amended from time to time and as a result may be deemed to have been negligent and therefore will have no right for chargeback and/or where the Client was in breach of the agreement and / or has acted fraudulently and/or with gross negligence.

## **11.0 Usage restrictions**

11.1 Authorisation will be requested for all transactions at the time of each transaction.

11.2 In the event, for any reason whatsoever, a transaction is completed when there is a Shortfall, the Shortfall shall be reimbursed by the Client unless it is due to an error on the part of a Retailer where the Card was used; in this circumstance the Bank may seek to recover the Shortfall from the Retailer.

11.3 Once the Shortfall is notified to the Client, the Bank may charge for the Shortfall amount from any other Account/s or from any bank account/s held with the Bank, or against any funds subsequently deposited on the Account/s.

11.4 Until the Bank is reimbursed the Shortfall amount, the Card cannot be used and may be suspended. In addition, the Bank reserves the right to charge a fee in terms of the Bank's tariff of charges for each transaction that is made using the Card that results in a Shortfall or increases the Shortfall amount on the Account/s.

11.5 The Bank may, at any time and at its sole discretion, apply certain restrictions on the usage of the Card depending on the type of account/s to which the said Card is linked.

## **12.0 Disputes with Retailers**

12.1 Disputes about purchases made using the Card, should be settled with the Retailer. The Bank is not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with the Card. Once the Card has been used, the Bank is not responsible and cannot stop a transaction once it has been effected.

## **13.0 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.

## **14.0 Changes to Terms and Conditions**

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.

## **15.0 Governing Law & Jurisdiction**

The Agreement and these Terms and Conditions are regulated by the relevant provisions of 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 this account/s in whatever jurisdiction it may deem fit.

## **15.0 Severability**

15.1 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.

## **16.0 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.

Interested customers may collect an official version of these terms and conditions from any one of our branches.