



LOMBARD

Lombard Bank Malta p.l.c.

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

PURCHASE PROTECTION INSURANCE

MAPFRE Middlesea p.l.c. hereby agrees with the Assured in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this Policy.

TO PAY the benefits described herein.

This Policy is effective for twelve months commencing at 01st December 2023 and expiring 30th November 2024 both days inclusive Local Standard Time.

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PART I - DEFINITIONS

“**Covered Purchase**” means an item purchased by an Eligible Person and paid for by using an Eligible Account. For a purchase to be considered a Covered Purchase, the entire purchase amount for the item must have been made through the Eligible Account.

“**Due Diligence**” means the performance of all vigilant activity, attentiveness and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect a Covered Purchase from loss, theft or damage.

“**Eligible Account**” means the Account(s) described in the Schedule(s) of Benefits.

“**Eligible Person**” means the Eligible Person described in the Schedule(s) of Benefits.

“**Issuing Member**” means the entity which meets the definition of Issuing Member in the Schedule(s) of Benefits.

“**Mysterious Disappearance**” means the vanishing of a purchased item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.

“**Stolen**” means a loss which involves the disappearance of a Covered Purchase from a known place under the circumstances that would indicate the probability of theft.

PART II - INDIVIDUAL TERMINATION

An Eligible Person’s coverage shall terminate on the earliest of 1) the date the Eligible Person is no longer eligible to participate; or, 2) the date of Eligible Account is defined as ineligible by the Issuing Member; or, 3) the date this Policy is terminated.

PART III - DESCRIPTION OF COVERAGE

A. PURCHASE PROTECTION

Subject to the Schedule(s) of Benefits, if a Covered Purchase, or a Covered Purchase given as a gift, is stolen or damaged, benefits will be paid subject to Section 1., Purchase Protection: Valuation, up to the amounts described in Section 2., Purchase Protection: Scope of Coverage.

Losses must occur within a) 90 Domestic days and b) 90 International Overseas days of the date of the Covered Purchase. No registration of the Covered Purchase is necessary.

Coverage is excess of € 60.00 each and every occurrence or any other applicable insurance or indemnity the Eligible Person may have. Coverage is limited only to those amounts not covered by any other insurance or indemnity, up to the original purchase amount. In no event will this coverage apply as contributing insurance. This insurance is excess of all other valid and collectable insurance clauses found in other insurance or indemnity language.

1) **Purchase Protection Valuation**

The Company shall be liable for the lesser of the following amounts:

1) the amount of the Covered Purchase indicated on the Eligible Account ;

or

2) the actual cost to repair or replace the Covered Purchase with an item of like, kind and quality.

With respect to Covered Purchase which consist of articles in a pair or set, the Company's liability shall be limited to the cost of any particular part(s) which may be stolen or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewellery or fine arts consisting of articles in a pair, set or collection will not be more than that cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection.

2) **Purchase Protection Scope of Coverage**

The maximum liability of the Underwriters under this Policy is as indicated in the Schedule(s) of Benefits.

Coverage limits for Eligible Persons are subject to limitations stated in the Schedule(s) of Benefits.

PART IV - EXCLUSIONS

A. Purchase Protection

Covered Purchases do not include: 1) boats; 2) motorised vehicles (including but not limited to aeroplanes, automobiles, trailers, caravans or any towed items and motorcycles) or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle); 3) land or buildings (including but not limited to homes and dwellings); 4) travellers cheques, tickets of any kind, negotiable instruments, deposits or down-payments of any kind, bullion, rare or precious coins, cash or its equivalent; 5) plants or animals; 6) consumables and perishables; 7) items which the Eligible Person damages through alteration (including cutting, sawing or shaping); or 8) services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind).

Theft of, or damage to, jewellery, cameras or video recording equipment contained in baggage is not covered unless carried by the Eligible Person by hand or under the personal supervision of the Eligible Person or the Eligible Person's travelling companion previously known to the Eligible Person. Items listed as stolen will be subject to Section 1., Purchase Protection: Valuation; Section 2., Purchase Protection: Scope of Coverage; and PART IV, Exclusions.

Coverage is not provided for theft or damage caused by fraud, abuse, wear and tear, gradual deterioration, moths, vermin, inherent product defects, war or hostilities of any kind (including but not limited to invasion, rebellion or insurrection); any weapon of war employing atomic fission or radioactive force, whether in time of peace or war and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this Policy; confiscation by any government, public authority or customs official; risks of contraband, losses arising from illegal activity or acts; act of God (including but not limited to flood, hurricane and earthquake); Mysterious Disappearance; property while in the care, custody or control of any common carrier.

Coverage is not provided for loss or damage when the Eligible Person fails to exercise Due Diligence to avoid or diminish loss or damage to Covered Purchases.

Items stolen from public places are not covered unless they are locked wherever and whenever circumstances permit. Stolen items are not covered unless they are reported as stolen, within 36 hours, to the police or an appropriate authority where the incident took place.

Items stolen from unattended vehicles are not covered. Any additional exclusions are indicated in the Schedule(s) of Benefits.

PART V - TERMS AND CONDITIONS

The coverage provided by this Policy is subject to the following terms and conditions:

A) Notification of Claims

If any covered loss occurs, notice must be provided to Underwriters within 45 days of the date that the incident occurred. Failure to give notice within 45 days from the date of the incident will result in a denial of the claim. The Eligible Person shall take all reasonable measures to protect, save and/or recover the property.

B) Claims Forms

Underwriters or their authorised agent, upon receipt of a notice of claim, will furnish to the Eligible Person the necessary forms for filing proof of loss.

C) Proof of Loss

Written proof of loss including any required information necessary to support a claim must be furnished to Underwriters or its authorised agent at its said location within ninety (90) days after the date of the incident. The Policy will only pay claims that are completely substantiated in the manner requested within twelve (12) months after the incident date.

For "Covered Purchase" claims, the Eligible Person must complete the claim form and attach all requested documentation, including a legible copy of the credit card charge slip and/or store receipt and police report or other proof of loss.

D) Time of Payment of Claims

Benefits payable under this Policy for any loss will be paid immediately upon receipt of the written proof of such loss and all required information necessary to support the claim. Underwriters may in any claim for damage recoverable hereunder, require the Eligible Person to send the damaged item to an address designated by Underwriters at the Eligible Person's expense.

E) Payment of Claims

All Benefits payable will be paid to the Eligible Person or, in the case of death, to the Eligible Person's estate.

F) Misrepresentation and Fraud

Coverage as to an Eligible Person shall be void if, whether before or after a loss, the Eligible Person has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof, or the interest of the Eligible Person therein, or if the Eligible Person commits fraud or false swearing in connection with any of the foregoing.

G) Underwriters Right to Recover From Others

If Underwriters make payment they are entitled to recover such amounts from other parties or persons. Any party or person to or from whom Underwriters make payment must transfer to us his or her rights of recovery against any other party or person. The party or person transferring such must do everything necessary to secure these rights and must do nothing that would jeopardise them.

H) Legal Actions

No Action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy.

I) **Conformity with State Statutes**

Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statutes.

J) **Entire Contract Change**

This Policy, including any endorsements and attached papers, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by

Underwriters and unless such approval is endorsed and attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

K) **Jurisdiction Clause**

This 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 and subject to the exclusive jurisdiction of the Maltese Courts.

The Indemnity provided herein shall apply only to judgements or orders that are delivered by or obtained from a court within the Maltese Islands. Furthermore, the indemnity shall not apply to a judgement or order obtained in Malta for the enforcement of a judgement obtained elsewhere or to costs and expenses of litigation recovered by any claimant from the Insured, which costs and expenses of litigation are not incurred in the Maltese Islands

PART VI - ADDITIONAL PROVISIONS

- 1) **Policy Period:** This Policy shall become effective upon the Policy Effective Date shown on the first page of this Policy and will remain in force unless cancelled in accordance with Paragraph 5 of this Part VI.
- 2) **Premium:** The premiums due for this Policy shall be remitted to Underwriters. The premium rates are as stated in Item 6, Schedule(s) of Benefits.
- 3) **Examination and Audit:** Underwriters shall be permitted to examine the Assured's records relating to the Policy during normal business hours and upon reasonable advance notice at any time during the term of this Policy and within three years after expiration of this Policy or until final adjustment and settlement of all claims hereunder, whichever is later.
- 4) **Assignment:** This Policy is not assignable, but benefits may be assigned.
- 5) **Cancellation:** Underwriters may cancel this Policy at any time by written notice delivered to the Assured or mailed to the last address of the Assured as shown on the records of Underwriters, stating when, not less than thirty one (31) days thereafter, such cancellation shall be effective; the Assured may cancel this Policy at any time by written notice delivered or mailed to Underwriters effective on receipt or on such alternate date as may be specified in the notice.

In the event of such cancellation by either Underwriters or the Assured, Underwriters shall promptly return the unearned premium paid, if any, and the Assured shall promptly pay the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

SCHEDULE OF BENEFITS attaching to and forming part of Policy No. P64002499

- 1) Name of Assured Lombard Bank Plc
- 2) Address Lombard House, 67
Triq ir Repubblika
Valletta
- 3) Policy Number P64002499
- 4) Coverage Effective Date 01st December 2023
Coverage Termination Date 30th November 2024
- 5) Definitions
 - (a) **“Eligible Account(s)”** mean card accounts if in good standing and open to use, with or without balances.
“Card” means a card issued pursuant to an Issuing Member’s valid eligible card in which the feature has been incorporated.
 - (b) **“Eligible Person(s)”** means holders of cards issued to Eligible Accounts by an Issuing Member.
 - (c) **“Issuing Member”** means Lombard Bank Plc

No person or entity other than the Eligible Person(s) shall have any legal or equitable right, remedy or claim of insurance proceeds and/or damages under or arising out of this coverage.

6) **Premium Rate**

Classic/ Gold Card Members - € 1.60c including duty per cardholder per member

7) **Schedule of Benefits**

Coverage shall be provided as described herein pursuant to any limitations, exceptions and exclusions which follow:

Purchase Protection

Coverage is subject to a limit of € 1,500 per item, € 5,000 per occurrence and of € 10,000 per cardholder per annum.

Overall Policy aggregate limit of € 750,000

Excess

Each and every occurrence or loss € 60.00



LOMBARD

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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.