BOV Skypass

Product Information Guide

your guide to:

General Product Information

The Benefits

Terms and Conditions of Use

BOV
Bank of Valletta

General Product Information

The BOV Skypass credit card provides you with the financial security and convenience of a classic credit card. However as part of the BOV premium credit card range, the BOV Skypass also attaches to a host of benefits that continue to add value for you, the cardholder, as you effect all your payments when travelling on business or for leisure, shopping or dining with a BOV Skypass credit card.

The BOV Skypass is not just another credit card, but it is a valid tool for effecting both local and foreign transactions. The Card features a minimum credit limit of € 3,500.[1]

Travel Insurance Policy

The insurance policies associated to the BOV premium card range form part of a number of ancillary benefits that are made available to the cardholder as a consequence of holding a BOV Premium credit card.

The Travel Insurance policy is underwritten by MAPFRE Middlesea p.l.c. and are arranged through Antes Insurance Brokers Ltd.

It is in your interest to refer to the relative policy documents prior to travelling or placing any reliance, on any of the card related insurance covers. You may need to make alternative arrangements of your own if the cover provided by the card related policy is insufficient.

Policy terms, conditions, exclusions and restrictions apply. The respective policy documents can be obtained from the Antes Insurance Brokers website or the Bank's website by following this link: www.bov.com/api/v1/download/travel-open-cover

Insurance Claims and/or queries are processed by the intermediary, namely Antes Insurance Brokers Limited (Antes), who may be contacted via email address cards@antes.mt or on telephone number +356 23855800/1.

Loyalty Rewards Programme

BOV Skypass Cardholders are automatically eligible to participate in the BOV Loyalty Rewards Programme (the 'Programme'), for free, whereby customers will be awarded points according to the amount of their spending, and be able to redeem the points, against various offers, as stated in the Terms and Conditions (the 'Programme T&Cs').

The Programme T&Cs, as these may be amended from time to time by the Bank, are available at the branches of the Bank, on the Bank's website *www.bov.com*, or by calling the Bank's Customer Service Centre on 2131 2020.

The Benefits

You can…

- Use your card to pay for retail outlet, mail order, phone or internet purchases;

You get…

- A minimum credit limit of €3500;
- Travel Insurance*;
- Loyalty Rewards Programme;

*Policy terms, conditions, exclusions and restrictions apply – please refer to the relative policy for full details.

Your Checklist

To apply for a BOV Credit Card you need to provide the following documentation depending on your Residency Status and Country of Residence. *(For the full checklist of required documentation please access www.bov.com/api/v1/download/credit-card-document-checklist)*

Residents in Malta

- ID Card;
- your most recent payslip and/or your FS3, or Profit & Loss Account together with the Inland Revenue Income and Self-Assessment form submitted to the Inland Revenue; and

Non-Residents

Please call the BOV Customer Service Centre on 2131 2020 for details of your documentary requirements according to your Country of Residence.

Your next step…

To apply for a BOV Skypass Card simply call at any BOV Branch – or use the 'Book an Appointment' function on the Bank's website www.bov.com

1.Credit Card facilities are subject to normal bank lending criteria and final approval from your BOV Branch.

Important Information

Bank of Valletta p.l.c., (Bank or BOV) is committed to providing you with sufficient information that helps you to make informed decisions in relation to the acquisition of BOV products and services. We strongly recommend that you read this Product Information Guide carefully, and that you keep a copy of it for your reference.

If you would like to have anything in this Guide clarified, please feel free to contact us by e-mail to *customercare@bov.com*, or by calling our BOV Customer Service Centre on 2131 2020.

Throughout this Guide: the terms '**we**', '**us**' or '**our**' refers to BOV and each of our subsidiaries and associated companies, the issuer of the product or service; when we use the term '**you**' we mean you as the user of BOV products or services; when we refer to '**customer(s)**' we mean you or other user(s) of BOV products or services as applicable.

The Bank's base rate means the basis, established by the Bank from time to time, on which the rate of interest payable generally on all Bank lending is determined. The current Bank Base Rate can be obtained either by visiting any BOV branch, or by calling our Customer Service Centre on 2131 2020 or through our website – www.bov.com.

Information contained in this Guide is subject to change from time to time and is up to date as at the stated Issue Date. BOV has no obligation to update, modify or amend this Guide or otherwise notify you of any change or revision.

The information provided in this Guide is general in nature and does not take into account your financial situation or investment requirements. Nothing in this Guide should be construed as a solicitation or offer, or recommendation, to acquire or dispose of any investment, product or service or to engage in any other transaction, or to provide any investment advice or service. Nothing contained in this Guide constitutes investment, legal, tax or other advice and is not to be relied on in making an investment or other decision. You should obtain relevant and specific professional advice before making any investment decision.

This Guide is designed for use in Malta and is not directed to, nor intended for distribution or use by, any person or entity in any jurisdiction or country where the publication or availability of this Guide or such distribution or use would be contrary to local law or regulation. If you choose to use this Guide, it is your responsibility to comply with the applicable local, national or international laws and any use of this Guide outside Malta is entirely at your own risk. For guidance relating to your specific situation, please contact your legal adviser.

Use of BOV Products and Services is governed by the Terms and Conditions applicable once you sign the relevant application form and conditions.

Queries or complaints regarding any transaction carried out with the Card should be discussed with the Bank's Customer Services representative at the branch where the card account is domiciled. You may lodge a complaint either by:

i. Completing our digital Complaint Form available through: https://www.bov.com/complaint-form; or;

ii. If you do not have access to our digital complaint form, you may write to us at the following address: Customer Resolutions Unit, Bank of Valletta p.l.c. BOV Centre, Triq il-Kanun, Zone 4 Central Business District Santa Venera. CBD4060

In the event that you are still not satisfied with the Bank's reply or no agreement was reached with the Bank, you may refer the matter in writing to: 'The Office of the Arbiter for Financial Services, N/S in Regional Road, Msida, MSD1920, Malta'. Further information may be obtained through the official website: www.financialarbiter.org.mt; Freephone (local calls): 8007 2366 and Telephone: +356 2124 9245.

Eligible clients may direct their complaints directly to the Office of the Arbiter for Financial Services after dealing with the Bank, whereas non-eligible clients may direct their complaints directly to the Central Bank after dealing with the Bank before the Office of the Arbiter for Financial Services.

Our Interest Rates

Interest on credit cards is charged at a percentage above the Bank's base rate – for the prevailing rate of interest you may refer to our website www.bov.com/bov-cards. A penalty interest charge for defaulting cardholders is charged at an additional 2% on prevailing rate. This increase in rate is applied when the credit limit is exceeded and/or when minimum payment is not met

Our Fees and Charges

Fees and charges may change after this product has been acquired and peripheral products may incur their own costs. Please contact any BOV Branch or our BOV Customer Service Centre on +356 2131 2020 for additional information.

Credit Cards and associated services are subject to fees / charges as per the Bank's Tariff of Charges, which can be viewed here: *www.bov.com/api/v1/download/bov-cards-tariffs*.

Terms and Conditions of Use

SCOPE

These Terms and Conditions govern the use of the credit cards referred to below (the "**Cards**") issued by Bank of Valletta p.l.c. (the "**Bank**").

ABOUT THE BANK

Bank of Valletta p.l.c. of 58, Triq San Żakkarija, Il-Belt Valletta VLT 1130 is regulated by the Malta Financial Services Authority and licensed to carry out the business of banking in terms of the Banking Act (Cap. 371 of the Laws of Malta).

The Bank's principal place of business is BOV Centre, Triq il-Kanun, Zone 4, Central Business District, Santa Venera, CBD 4060 - Malta. Website: www.bov.com. Contact Details: +356 2131 2020 and this is also the contact address for the purpose of your Account agreement with the Bank. Alternatively, you can contact the branch where your Account is domiciled or you may e-mail the Bank's Customer Service Centre on customercare@bov.com.

DEFINITIONS

a. **"Account"** means any account or Card account, or accounts or Card accounts held by the Bank in the name of the Cardholder, including the Primary Account.
b. "**Account Holder**" means a Cardholder in whose name the Bank maintains a Card Account.
c. "**Card**" or "**Cards**" means the BOV Visa Classic card, BOV Skypass card, the BOV Visa Gold card, the BOV Visa Platinum card, the BOV Visa Corporate Classic card and the BOV Visa Corporate Premium card, and any other credit cards which may be issued by the Bank from time to time. "Card" also means any credit card or credit card number issued under this agreement, including renewal, replacement or additional cards, and card details, stored on an electronic wallet, smart phone or any other device.
d. "**Cardholder**" or "**you**" means a person who has been issued with a Card by the Bank, and includes a Supplementary cardholder.
e. **"Click To Pay"** This is a unified online payment solution that was introduced by major card networks (e.g. Visa) to allow consumers to make purchases online with a single click, without the need to enter card details for every transaction.
f. "**Corporate Card**" means a Card issued in the name of the corporate body and will include the name of the duly authorised representative. Any and all transactions carried out by the said representative shall be considered as having been carried out by the corporate body. For the purposes of Corporate Cards, the terms "**Account Holder**" and "**Cardholder**" shall refer to the corporate body in whose name the Primary Account is held, and also to its duly authorised representative, as applicable.
g. "**Currency**" means the currency of the Primary Account in which the transactions are billed.
h. "**International Payment Company**" shall mean Visa International and/or any other card scheme applicable to the Card.
i. **"PIN"** and/or **"Card/Security Details"** means any personal identification number (PIN), or security codes, verification codes or other security details that may be communicated to you, to be used in conjunction with your card, or with any device, to authorise a transaction, confirm your identity, store your card on a wallet or access a device – for example a password, security code, PIN or biometric data such as a fingerprint.
j. **"Processing Date"** means the date when the funds due in connection with the direct debit are debited to the source account.
k. **"Source Account"** means the account you authorise the Bank to settle outstanding balances on your card account by means of a Direct Debit mandate.
l. "**Supplementary Cardholder**" means a person who has been authorised by the Main cardholder to operate the credit card account, , who is issued with a Supplementary Card and whose transactions are charged to the credit card account of the main cardholder Holder.
m. **"Tariff of Charges"** shall mean the tariff of charges issued by the Bank from time to time in relation to the Cards and other Bank products and services and which is available at the branches of the Bank, on the website *www. bov.com* or by calling the Bank's Customer Service Centre on +356 2131 2020.
n. **"Third Party Credits"** – credit of funds to the card account effected by entities other than the cardholder or the Bank.
o. "**We**", "**our**" and "**us**" means the Bank, its assignees and successors.

THE CARD

a. Upon receipt of your Card and PIN you must immediately sign the Card and there are instances where you will be required to activate your card, in such instances the relevant instructions will be attached to the card.
b. The Card may only be used by you, and you must take great care of it. You must not interfere with any magnetic stripe or integrated circuit (chip) in the Card. Furthermore you are not to disclose the Card number except when properly using the Card and you are to comply with any other instructions which we may issue regarding the safekeeping of the Card, its number, and any other PIN, code or Card/Security details that are communicated to you in connection with the use of the card through any channel as described in clause 'f' below.
c. The Card remains the property of the Bank and must be returned on request.
d. You may only use the Card during the validity period shown for amounts, which will not cause the credit limit to be exceeded. The Card must not be used if cancelled or suspended by us.
e. You may only use the Card to pay for goods or services or to obtain cash advances or for any other purpose we allow from time to time. The Card must not be used for any illegal purposes.

f. Use of the Card may be:
   i accompanied by the Cardholder signing a sales voucher or order form showing the Card number (amongst other things); or
   ii accompanied by the Cardholder entering the PIN (Personal Identification Number) on the EPOS (Electronic Point of Sale) terminal or PIN Pad to confirm and authorise a transaction; or
   iii by 'tapping' the card at the point of sale, or card reader, to effect contactless payments using near field communication technology;
   iv accompanied by the Cardholder, loading the card to a device and/or eWallet, and subsequently using that device/eWallet to complete a transaction either at the Point of Sale Terminal, or online;
   v through a cash machine, or other machine, sometimes using a PIN; or
   vi sometimes carried out over the telephone quoting the card number and other details; or
   vii through the internet or other electronic media (including interactive television) quoting the card number and other Card/Security Details. We strongly recommend the use of 'secure payment' sites and software when using your Card details over the Internet.

g. Your signature on the sales voucher or other order or authorisation form (such as Direct Debit Mandate or subscription) showing your Card number, the quoting of your Card number and/or other details over the telephone or internet or the inputting of your PIN, or the transmission of your Card/Security Details e.g. by tapping your card at a point of sale, signifies your consent to execute a transaction.

h. A transaction cannot be revoked by yourself once you have given your consent as mentioned above. In the case of Card recurring transactions or Card transactions which are initiated by, or through the person for whom payment is intended (the payee), you may not revoke the transaction after transmitting the payment order or giving the payee your consent to execute the transaction.

i. It will remain your sole responsibility to ensure that your renewed Card is in your possession prior to the expiry date of your Card.

j. You must give the Bank at least 30 days notice prior to expiry date of the Card if you do not wish to renew your Card.

YOUR PIN / 3D SECURE PASSCODE / VERIFICATION CODES / OTHER SECURITY DETAILS

You may use your Card to effect transactions through various channels. For this reason you will be issued with any one, or all, of the below:

i. A PIN – personal identification number to be used for example at the ATM or at the Point of Sale;
ii. A 3D Secure passcode – to be used for example when effecting online purchase;
iii. A verification code – to be used to verify your cards when registering to an eWallet, or an app, such as the Bank's BOV ebanking app.

In all the above instances, any PIN and/or Card/Security Details communicated to you to be used in conjunction with your Card must be kept secret. This means that you must not disclose such Card/Security Details to anyone else, including Bank personnel, or record them in any way which allows another person to discover them.

If the PIN, or any other Card/Security Details, are communicated to you on paper, upon receipt you must destroy the PIN notification. If the Card/Security Details are communicated to you in electronic format for use in conjunction with a specific app/wallet or device, you must not insert the code or any Card/Security Details in any other app, website, or device, except the one for which it was intended. In addition, you are to comply with any other instructions, which we may issue regarding the safekeeping of the PIN and/or Card/Security Details.

UNAUTHORISED USE OR LOSS OF CARD

a. The Cardholder must take all the reasonable precautions to prevent the loss, theft or fraudulent use of the Card and the PIN being disclosed to any person. The Cardholder must read statements carefully upon receipt or when they become available online. The Cardholder must notify the Bank without undue delay (and in any event, no later than 13 months after the debit date of any unauthorised transaction) upon discovery, or even a suspicion of the unauthorised use of the Card or that the Card has been lost, stolen, misappropriated or that it may be misused or the Cardholder suspects or there is any reason for the Cardholder to suspect that the PIN, or Card/Security Details have become known to another person.

b. Subject to clause (a) above and the provisions of this clause, the Bank will generally investigate the unauthorised transactions and, if the Bank is reasonably satisfied that the transaction was not authorised by you or by the Supplementary Cardholder and that you are not liable, the Bank will pay back to the Account the amounts of the unauthorised transactions (including any interest or charges you paid as a result of the transaction, as well as any interest which we would have paid you on that amount) over the amount of €50. Thereafter, we will not have any further liability to you. You will however be unlimitedly responsible for any, and all, transactions carried out with your Card or your PIN, or Card/Security Details prior to notification in terms of this clause, if you or the Supplementary Cardholder have:

   i. not used your Card in accordance with these Terms and Conditions, in particular, if you do not take all reasonable steps to keep safe your Card and the PIN, and/or the Card/Security Details;
   ii. not notified us immediately on becoming aware of:
   - the loss, theft, misappropriation or unauthorised use of the Card,
   - the recording on your Account/s of any unauthorised transactions,
   - any error or other irregularity in the maintaining of your Account/s by us; or
   - having any suspicions that the PIN and/ or Card/Security Details are known by any unauthorised third party;

   iii. recorded the PIN, or Card/Security Details, in any recognisable form, in particular on the Card or on any item which you keep or carry with the Card;
   iv. acted in any other way with gross negligence or fraudulently.

After notification to us, you will not be liable for any further transactions carried out with your lost, stolen or misappropriated Card. This does not however apply where you have acted fraudulently.

c. Notification under the Agreement should be made to Bank of Valletta p.l.c., Card Business, BOV Centre, Triq il-Kanun, Zone 4, Central Business District, Santa Venera CBD 4060 - Malta, Telephone: +356 2144 0823, which number is available on a 24 hour basis. If the card is a Visa Card and is lost or stolen abroad, you may contact the "Visa Global Card Assistance Service", who are equipped to respond to emergency requests. If you require the use of this service, you are to contact the Bank on +356 2144 0823.
d. We require information and your assistance to help us to recover the Card. You are therefore to co-operate with us and with the police in our efforts to recover the Card and to investigate any unauthorised transactions you report on your Account. If you are asked to report such transactions to the police, in the country where the loss or theft occurred, as well as locally upon your return, this must be done as soon as possible.
e. Should you retrieve the Card after you have reported it lost or stolen, you must not use it but forward it to us cut in half.
f. If either you and/or the Supplementary Cardholder need a replacement Card or PIN, the Account holder or the Supplementary Cardholder should request us to issue the replacement of the Card and/or its PIN and/or the Supplementary Card and/or its PIN respectively. A fee may apply for the replacement of a Card and/or PIN and for the collection of a replacement Card and/or PIN from Card Services or any branch of the Bank as per Tariff of Charges. A different fee as per Tariff of Charges applies if you require the replacement Card and PIN to be made available by the Bank for collection by yourself within 24 hours.
g. If the Card is a Visa card the Bank provides an Emergency Card Replacement service as well as an Emergency Cash Disbursement service when you are abroad, at a cost as per Tariff of Charges. If you require the use of this service, you are to contact the Bank on +356 2144 0823.

THE CARD ACCOUNT

a. We will maintain a Card Account for the Account Holder. We will charge to the Account the amounts of all transactions made with the Card issued to the Account Holder and, if appropriate, to the Supplementary Cardholder, (including any amount charged by another bank for the use of their machine and all other amounts you owe us from time to time under these Terms and Conditions or any other terms in relation to the use of the Card or the Account), and, subject to clause 12 below, even if you or any Supplementary Cardholder have not authorised that transaction. We reserve the right at all times to refuse to authorise any transaction or cash advance if the transaction or advance would cause your credit limit to be exceeded, or if the transaction or advance would cause the amount owing on your Account plus any other amounts we have agreed to or authorised to exceed your credit limit or where the transaction or advance is in breach of any of these Terms and Conditions, or if the Card or the Account has been or is likely to be abused or if there is any other valid reason for doing so.
b. Where a retailer has sought authorisation from us, the amount authorised will reduce the amount of credit available on the Account.
c. When any transaction, (i.e. a card payment or an ATM withdrawal) is made in a currency which is different from the Currency, the amounts will be converted into the Currency at the rates of exchange applicable at the time the transactions are cleared by the International Payment Company and all charges are for the Account Holder. Our exchange rates (shown against each transaction) are the wholesale rates applied by the International Payment Company (as applicable) on the date the transaction amounts are processed by the International Payment Company adjusted by a premium of 1.25%. You can find out the applicable exchange rate by accessing the Visa Foreign Exchange Calculator found on *www.visaeurope.com*. For transactions carried out within those countries regulated by the Payment Services Directive II, cardholders opting to carry out the transaction in a non-Euro currency will be advised of the conversion rate by SMS notification once the transaction is completed.
d. If you (but not any Supplementary Cardholder) would like to be able to give us instructions regarding your Account over the telephone we will ask you a number of questions based on information known to us about you and the transactions on your Account before we accept your instructions. We may ask other questions to enable us to identify you.

FINANCIAL AND RELATED PARTICULARS

a. Unless otherwise notified to the Card Holder by the Bank from time to time and without prejudice to clause (h) below, the credit limit on the Account will be as follows:

i. Visa Classic Card (Personal) – €700*
ii. BOV Skypass - €3,500*
iii. Visa Gold Card (Personal) – €7,000*
iv. Visa Platinum (Personal) - €15,000*
v. BOV Corporate Classic Card – €500 - €5000*
vi. BOV Corporate Premium Card - €5001 upward*

** or its equivalent in the Currency;*
** Temporary or permanent increases in credit limit requested by the Cardholder and accepted by the Bank will be charged a fee as per Tariff of Charges.*
** the above figures are indicative and credit limit eligibility is subject to credit scoring*

b. Interest, if any, will be charged at the rate set out in your application form, calculated on a daily basis and as may be published by the Bank from time to time. For the updated interest rates, please ask at any of the Bank's branches or refer to the Bank's website on *www.bov.com* or Internet Banking or call the Bank's Customer Service Centre on +356 2131 2020.
c. Where, however, the minimum amount requested by the Bank in your statement is not settled by payment due date, there will be levied a charge together with additional interest, until minimum payment is effected. Both the charge and the rate of additional interest are set out in the Bank's Tariff of Charges.
d. In addition, if the credit limit is exceeded, there will be charged additional interest on the amount in excess at the rate set out in the Bank's Tariff of Charges in addition to the annual interest charged as per clause (b) above.

e. Within 25 days of the statement date, you must pay to us either the minimum payment due as specified or any larger sum, which you may choose. The minimum payment due will be the greater of €12 or 5% of the outstanding balance or the total outstanding balance if less than €12.
f. In the event that you do not effect payment as agreed, or if you are in default, or if your balance exceeds your credit limit or in the event of any transaction being in breach of these Terms and Conditions, the Bank may, debit any account held by you with the Bank, with all or part of any amount due, interest and charges. This shall be without prejudice to the Bank's right to terminate the Agreement as referred to below.
g. We may allow third parties to make credits ('Third Party Credits') to your Account other than cash deposits made directly into the account ('Third Party Credits'). We reserve the right, at our discretion, to refuse or restrict any such Third Party Credits.
h. The daily transaction and/or cash withdrawal limit on the Card is equivalent to the outstanding balance of the Card. However, as a fraud prevention measure and/or if your Account has been opened recently or, in the event that circumstances arise which in the Bank's opinion cause or may cause a breach by you of the Terms and Conditions of the Card, the daily transaction and/or cash withdrawal limits may be changed by the Bank as it is deemed appropriate in the circumstances. Information about these limits may be obtained from any of the Bank's branches or by calling the Bank's Customer Service Centre on +356 2131 2020. If you want to modify the prevailing limits we may do so at our discretion but upon your own responsibility.
i. In the event that the Cardholder does not effect payment as agreed, or if the Cardholder is in default, or in the event of any transaction being in breach of these Terms and Conditions, the Bank may, debit any account held by the Cardholder with the Bank, with all or part of any amount due, interest and charges. This shall be without prejudice to the Bank's right to terminate the Agreement as referred to below.

DEPOSITS IN YOUR CARD ACCOUNT

a. By Debit Instructions

i. **Payment Instructions Received Through the Bank's 24x7 Internet Banking**

For the purposes of this part of these Terms and Conditions:

1. a Business Day shall mean Monday to Saturday excluding Public Holidays and Bank Holidays;
2. real time shall mean immediate processing.

If you effect a payment to your (Card) Account we will take the money from the account being debited and it will reach the (Card) Account by not later than the next Business Day. The available balance on your (Card) Account will be updated real time with the amount deposited and the funds will be immediately available for withdrawal (where applicable). Interest at the rate set out in clause 9 will be calculated as from the next Business Day.

If you effect a payment to your (Card) Account on a non-Business Day, we will take the money from the account being debited on the next Business Day and it will reach the (Card) Account within a maximum of two Business Days. The available balance on your (Card) Account will be updated real time with the amount deposited and the funds will be immediately available for withdrawal (where applicable). Interest at the rate set out in clause 9 will be calculated as from the day that the funds reach the (Card) Account.

ii. **Payment Instructions Received At the Branch**

For the purposes of this part of these Terms and Conditions, a Business Day shall mean Monday to Saturday excluding Public Holidays and Bank Holidays;

If you ask us to make a payment to your Account we will take the money from the account being debited and it will reach the (Card) Account on the next Business Day. The available balance on your (Card) Account will be immediately updated with the amount deposited. Interest at the rate set out in clause 9 will be calculated as from the day that the funds reach the (Card) Account.

iii. **Payment Instructions Received Through an ATM**

For the purposes of this part of these Terms and Conditions, a Business Day shall mean Monday to Friday excluding Public Holidays and Bank Holidays;

If you effect a payment to your (Card) Account we will take the money from the account being debited and it will reach the (Card) Account on the next Business Day. The available balance on your (Card) Account will be updated with the amount deposited at this time. Interest at the rate set out in clause 9 will be calculated as from the following Business Day.

iv. **By Direct Debit Mandate**

You may opt to settle the full, or minimum, outstanding balance on your card by authorising the Bank to debit an account of your choice (the "Source Account") automatically by direct debit. Irrespective of any credits or deposits that you effect to your card, between date of issue of statement, and 'Processing Date' of the Direct Debit Mandate, the value of the minimum, or full balance as displayed on your statement, will be debited to the source account, as explained hereunder.

In this case the amount due will be debited to the Source Account twenty two (22) days after statement date (the "Processing Date"). If the Processing Date falls on a Sunday or a public holiday the amount due will be debited to the Source Account on the next working day. The funds will then be available in the credit card account one (1) day after the Processing Date. Subject to the availability of funds in the Source Account.

For Cards issued by the BOV Specialised Business Banking, the amount due will be debited to the Source Account one (1) day after the Processing Date. If the Processing Date falls on a Sunday or a public holiday the amount due will be debited to the Source Account on the next working day. The funds will then be available in the credit card account one (1) day after the Processing Date. Subject to the availability of funds in the Source Account.

b. **By cash**

Cash Deposit

Cash paid in through the ATM for deposit in your (Card) Account will be immediately updated with the amount deposited and interest at the rate set out in clause 9 will be calculated as from the next Business Day.

c. By Cheque

i. When a deposit of a Bank of Valletta p.l.c. cheque is made, the amount will be credited to the account indicated by you when the said cheque has been cleared by the Bank. Please refer to the General Terms and Conditions for further details.

ii. When a deposit of a non-Bank of Valletta p.l.c. cheque is made, the amount will be credited to the account indicated by you when the said cheque has been paid by the relative bank. Please refer to the General Terms and Conditions for further details.

ANNUAL PERCENTAGE RATE OF CHARGE (APR)

[Applicable only to agreements entered into after the coming of the force of the Consumer Credit Regulations in terms of Legal Notice 84 of 2005 for the Visa Platinum Card (Personal), the Visa Gold Card (Personal), the BOV Skypass (Personal), and the Visa Classic Card (Personal) whose credit limit does not exceed €100,000 or its equivalent in the Currency].

a. The APR is the total cost of the credit based on the interest rate, and the annual Card fee, on the assumption that you spend your credit limit in full on local purchases at the start of the agreement and that you then repay it by 12 equal instalments inclusive of interest.
b. 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.
c. Usage of the Card in a different manner will affect the APR due to other charges stipulated in clauses 5(c), 6(b), 6(c) 16(a) and 16(b).

INTEREST

a. We will charge interest on Cash Transactions and Quasi Cash Transactions (as defined in Clause 16) from the date of the Cash Transaction and/or the Quasi-Cash Transaction, at the rate referred to in clause 6(b), calculated on a daily basis. The interest will be charged on the daily balance until the full repayment is made.
b. No interest will be charged on other transactions provided payment in full is made and credited to the Account within 25 days of the date of the relevant statement on which they appear. In default interest will be charged on the daily balance resulting from each transaction effected during the period of the relevant statement on which they appear until full repayment is made.

STATEMENTS AND INFORMATION ON INDIVIDUAL CARD TRANSACTIONS IN TERMS OF THE CENTRAL BANK OF MALTA DIRECTIVE NO. 1 ON THE PROVISION AND USE OF PAYMENT SERVICES (THE 'DIRECTIVE')

a. If there is an outstanding balance on the Card, a statement will be made available to you on a monthly basis. If you are a subscriber to the Bank's 24x7 Internet Banking service, the Bank may make available the statement to you electronically, in which case if you require this statement on paper, the statement will be subject to a charge as per Tariff of Charges.
b. Additional copies of the statement are provided upon request at a fee as per Tariff of Charges.
c. If you are a subscriber to the Bank's 24x7 Internet Banking service, information in individual Card transactions in terms of the Directive will be made available to you electronically. This information will be provided and updated real time. If you require this information on paper, a charge may apply as per Tariff of Charges.
d. If you are not a subscriber to the Bank's 24x7 Internet Banking service, a statement will be mailed to you once monthly. Furthermore information on individual Card transactions in terms of the Directive will be made available to you once monthly, upon request, at any of the Bank's branches or by calling the Bank's Customer Service Centre on +356 2131 2020. If you request this information more than once monthly, a charge may apply as per Tariff of Charges.
e. You are responsible for checking statements and the information on individual Card transactions in terms of the Directive (referred to above) (whether on paper or electronically) and to contact the Bank immediately if you consider that a transaction on your Account is unauthorised or in any manner incorrect.
f. Further to point (a) above, by submitting an online application for a Credit Card, you agree to receive your Credit Card monthly statements electronically through the Bank's e- banking channel.

CBM Directive No 14 - Central Credit Register

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

APPLICATION OF PAYMENTS

When payments are received and credited to the Account, outstanding amounts are settled as follows:

a) overdue amounts (any unpaid minimum repayment amounts);
b) billed amounts (that is, transactions which have already featured in a previous statement); and
c) unbilled amounts (that is, transactions which will feature in the next statement).

In turn, each of the above mentioned outstanding amounts will be settled as follows:

- interest;
- fees;
- amounts representing cash advances; and
- amounts representing purchases.

SUPPLEMENTARY CARD

Upon satisfactory completion of our application form by the Account Holder and the Supplementary Cardholder, we may issue a Supplementary Card. The Account Holder will be liable to us for the use of such a Supplementary Card as if he were the Supplementary Cardholder and it is the responsibility of the Account Holder to ensure that the Supplementary Cardholder is aware of and complies with these Terms and Conditions. This means that the Account Holder is responsible for making payment to the Bank in respect of the use of any Supplementary Card. Accordingly, references in these Terms and Conditions to your Card or Cards will include any Supplementary Cards issued unless we have indicated otherwise. Any Supplementary Cardholder has no right to enforce any of these Terms and Conditions. We may cancel a Supplementary Card at the written request of the Account Holder or Supplementary Cardholder and upon the surrender of the Card to the Bank. If a Supplementary Card is issued, the same credit limit applies to both Cards as one Account.

RETAILERS

a. We will have no liability for the refusal of a retailer or bank to accept the Card.

b. We cannot cancel a payment made using your Card once you have given consent to make the payment to a retailer or supplier or provided your PIN and/or Card/Security Details and enabled the processing of the payment. You will need to contact the retailer or supplier separately. This includes payments made on a regular basis (recurring transactions) from your Account, such as television or magazine subscriptions.

i. Visa Account Updater Service

Your BOV Visa cards are automatically enrolled to the Visa Account Updater Service (VAU). This service is provided by Visa to facilitate uninterrupted processing of recurring charges you have authorised. Under the VAU service, we provide notice to Visa when your card number or expiration date change. If you have authorised a participating merchant to bill your Card for recurring payments, Visa notifies the merchant of your new Card number and expiration date. Card numbers are only supplied to merchants who participate in the VAU service. Since not all merchants participate in the VAU service, you should still notify each merchant when your Card number changes in order to permit recurring payments to continue to be charged to your account.

ii. Visa 'Click To Pay'

By using your Bank of Valletta Visa card you consent to the processing of your personal data, including mobile number, email address and billing address. This data may be shared with Visa to enable "Click To Pay" for the purpose of facilitating and authenticating payments and will not be used for any other purpose. Should you wish to opt out, you may:

I. access the 'BOV ebanking' application and unenrol your card from the 'Click To Pay' function, or

II. send a written request addressed to: Bank of Valletta, The Manager, Electronic Business Unit, BOV Centre, Triq Il Kanun, Central Business District Zone 4, Santa Venera CBD 4060

c. Without prejudice to your refund rights in (d) below, if, a retailer or supplier agrees to give a refund for a card transaction, we will make the refund when we receive an appropriate voucher or satisfactory confirmation from the retailer.

d. Refunds: You can ask us to refund a payment effected in connection with a Direct Debit Mandate or a subscription if all the following conditions are satisfied:

i. the payment was made to a retailer or supplier in the EU or in Liechtenstein, Norway or Iceland (jointly 'EEA');
ii. the authorisation you gave did not specify the exact amount to be paid;
iii. the amount that has been requested was more than you could reasonably have expected to pay for the Direct Debit mandate or subscription, based on the circumstances, including your previous spending patterns; and
iv. you request a refund within eight (8) weeks of the date the payment was made from your Account

e. We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to the refund. In addition, you may also find it helpful to contact the person you paid using the Card. Within 10 working days of receiving your request (or of receiving further information we have asked for), we will either refund the payment or we will inform you of our reasons for refusing the refund.

f. If you query the payment made more than eight (8) weeks after it was taken from your account or the payment was made to a retailer or supplier outside the EEA, we are not obliged to make a refund ourselves but we will tell you if we can help or suggest other steps that you could take.

g. As part of our decision-making process and in an effort to minimize the misuse of cards, we may refer an authorisation request back to the retailer for further information. This may result in you being asked to produce further means of identification. This may also be affected on a random basis for fraud prevention purposes.

h. If you are in dispute with or have a claim against a retailer, supplier or bank over a transaction made with your Card, you must still pay us all sums unrelated to the dispute. We may give you time to resolve any claim or dispute but may still require payment in accordance with this agreement.

ATM MOBILE PHONE TOP UP

a. The mobile phone number inputted by the Cardholder must have a mobile subscription with a local mobile phone operator. In case of difficulty, it is recommended that the Cardholder confirms with the mobile phone operator that the ATM Top-Up facility can be used in relation to that mobile phone number.

b. The Cardholder may effect topups up to the maximum credit top-up balance per mobile phone number allowed by the relative mobile phone operator from time to time.

c. If the Cardholder's top-up request has been processed, the top-up will be confirmed to the Cardholder by a receipt issued by the ATM. The receipt will also constitute a receipt for fiscal purposes. In the event that the Cardholder's top-up request has not been processed for any reason whatsoever, the Cardholder will be notified that the request has not been processed. The Cardholder is required to submit a new top-up request.

CASH TRANSACTIONS AND QUASI CASH TRANSACTIONS

When using your credit card to withdraw from the card account, the following transactions will be classified as either 'cash' or 'quasi-cash' transactions:

a. **Cash Transactions**

i. Cash Transactions include but are not limited to:
- Transfer of funds from the Credit Card Account to any other account;
- Cash withdrawal transactions affected at the counters of the Bank or any other bank or entity charged to your Credit Card Account;
- Cash withdrawal transactions affected through an ATM or through an EPOS charged to your Credit Card Account;
- Purchases of travellers' cheques and foreign currency charged to your Credit Card Account.

ii. Interest on Cash withdrawal Transactions will be charged as referred to in clause 9 above.

iii. A fee as per Tariff of Charges applies for every Cash withdrawal transaction effected through the Bank, whether at the Bank's branches, including through the Bank's 24x7 Internet Banking service or at an ATM or EPOS of the Bank. In addition, Cash withdrawal transactions effected at any other bank or entity or through any ATM network or system or EPOS not pertaining to the Bank will also be subject to a fee as per Tariff of Charges.

b. **Quasi-Cash Transactions**

i. A Quasi-Cash Transaction is defined as a transaction representing the purchase of items that are directly convertible to cash.

ii. Interest on Quasi Cash Transactions is charged in accordance with clause 9 above.

DEPOSITOR COMPENSATION SCHEME

Pursuant to the Depositor Compensation Scheme Regulations (Legal Notice 385 of 2015) (the "Regulations"), as may be amended from time to time, the Bank is obliged to participate in, and contribute, to the Depositor Compensation Scheme (the "Compensation Scheme") set up in terms of the Regulations. The Compensation Scheme provides for the payment of compensation in respect of claims arising out of the Bank's inability to meet its obligations to depositors. Where you satisfy the definition of "depositor" under the Regulations, you may make a claim under the Compensation Scheme in terms of the Regulations.

Further information can be obtained from:

a. *www.compensationschemes.org.mt,*
b. by contacting Depositor Compensation Scheme, c/o Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara CBD1010 - Malta, website: *www.mfsa.com.mt* Tel: +356 2144 1155; E-mail: info@compensationschemes.org.mt,
c. through the information sheet which can be viewed at *www.bov.com*
d. any BOV Branch,
e. by calling our Customer Service Centre on +356 2131 2020.

RIGHT OF WITHDRAWAL

You may withdraw from this product / service within fourteen (14) days from the date when this product / service becomes available for your use, without incurring any fees, by notifying the Bank in writing thereof (the "Withdrawal Notice"). If however, any transactions are effected by you during this 14 day period, any related fees / charges or foreign exchange loss will be borne by you. The Product Information Guide (and if applicable, the Fee Information Document) pertaining to this product / service will be emailed to the email address provided by you to the Bank. In the event that you do not have email or you prefer to receive a hardcopy of the Product Information Guide (and if applicable, the Fee Information Document), the Bank representative assisting you will give you a hardcopy of the document(s). The updated document(s) are also available for downloading anytime from the Bank's web site www.bov.com.

SERVICE

The Bank will endeavour to give a complete service at all times, however it shall not be liable to you and to any other person if it is unable to perform its obligations under this Agreement due to abnormal and unforeseeable circumstances outside the Bank's reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by problems with any machine, computer, telephone line, software, system or network, whether belonging to or licensed to the Bank or not, any industrial dispute and any other instances of 'force majeure'.

TERMINATION AND SUSPENSION

a. This Agreement is for an indefinite term. You however may terminate this Agreement at any time if you write to us and enclose the Card or if you are the Account Holder with a Supplementary Card, the Cards, cut in half. The Cardholder remains responsible until 45 days beyond the return of the Card for any transaction effected by the use of the Card.

b. We may terminate this agreement or cancel the Card at any time by giving you two months' notice in writing (as described in Clause 23. "Communication" hereunder) or such shorter notice period as may be allowed by law except where the Card or the Account has been or is likely to be misused or in the event of any other serious reason including breach or a possible breach by you of these Terms and Conditions, in which case, termination or cancellation will be immediate.

c. In addition, the Bank may, at any time, suspend the use of your Card for any objectively justified reasons including the security of your Card, the suspicion of unauthorised or fraudulent use of the Card or a breach or a possible breach by you of the Terms and Conditions. In such cases, where possible, the Bank will inform you beforehand of the suspension and the reasons for the suspension and at the latest immediately thereafter, unless giving such information would compromise objectively justified security reasons or is prohibited at law. The Bank will inform you by telephone or by any available or appropriate means. Reactivation of a Card or an Account which has been suspended by the Bank on account of a breach by yourself of these Terms and Conditions is subject to a charge as per Tariff of Charges.

d. Termination of this Agreement will not affect any rights or obligations of either of us including your liability to us existing at that time and upon termination we may require the immediate repayment of all amounts owed. Interest will continue to accrue on the balance outstanding until full repayment at the interest rates applicable for debit balances in relation to the Account as published by the Bank from time to time. Please refer to the Terms and Conditions of your Account and to the updated list of interest rates as published by the Bank at any of its branches, on its website www.bov.com and on its 24x7 Internet Banking system.

ALTERATIONS

We may vary these Terms and Conditions (including fees, commissions and charges) by giving you two months' notice in writing (as described in Clause 23. "Communication" hereunder) or such shorter notice period as may be allowed by law provided that:

a. you will be deemed to have accepted these amendments, unless you notify the Bank that you do not accept these amendments before their entry into force, in which case the Agreement shall be considered terminated. There is no charge for termination of the Agreement;

b. the interest rate can be changed without giving you notice if the change is to your advantage. The Bank will inform you about the change as soon as reasonably possible or by publishing the change in the local press or at the Bank's branches or on the Bank's website www.bov.com or through Internet Banking; and

c. the Bank reserves the right to effect changes without notice if you are in breach of or are likely to breach any of these Terms and Conditions or are otherwise in default or in the event of a change in the law and/or a decision or recommendation of a court, regulator or similar body. The Bank will inform you about the change as soon as reasonably possible or if applicable, by publishing the change in the local press or at the Bank's branches or on the Bank's website www.bov.com or through Internet Banking.

ANNUAL CARD FEES

Card fees in accordance with the Tariff of Charges are charged upon issue of the Card and on each anniversary of issue date.

COMMUNICATION

a. Unless otherwise provided any notice required to be given under these Terms and Conditions shall be reasonable and any Card, PIN, statement, notice, communication or other document which is required to be given or served by the Bank under these Terms and Conditions shall be notified to the Account holder either in writing by means of a letter, or by an alternative means which, with the exception of Card and PIN, may include electronic means such as sms or e-mail (whether through Internet Banking or otherwise) or where permitted, by publication in the press, at any of the Bank's branches or on the Bank's website www.bov.com. When mailed, any such document shall, be sent to the address provided by you in the relevant application form as the Cardholder's Address, or at any other address notified in writing by the Cardholder to the Bank, at the Cardholder's risk.

b. The Bank may, in the event of suspicion of breach of the security of your Card, or of unauthorised or fraudulent use of the Card, communicate with you by phone, e-mail, sms or any other means regarding specific transactions. You must therefore ensure that the contact details you provide are accurate and that you notify us promptly of any changes in such details. If you are in receipt of an sms notification pertaining to a specific transaction that is not authorised by you as Cardholder, you must inform the Bank immediately on +356 2144 0823 to enable the necessary action to be taken.

c. The Bank may, at its sole discretion, request additional documentation or information relating to any information provided by you, both during the application process and at any time after the Credit Card has been issued, including as part of ongoing reviews, regulatory obligations, customer due diligence requirements, or periodic account reviews. If you fail to provide the requested documentation or information, or otherwise do not comply with these Terms and Conditions, the Bank reserves the right to suspend or cancel your Credit Card and require the immediate repayment of any outstanding balance, together with any applicable interest, fees and charges.

d. The Distance Selling (Retail Financial Services) Regulations of 2005 issued by Legal Notice 36 of 2005, as subsequently amended, apply to you only if you are dealing or have dealt with the Bank at a distance, e.g., over the internet, through the Channels, by e-mail, by telephone, by post and by other non-face-to-face means. These Regulations are only applicable to consumers, that is, customers whose product or service is of a personal, and not business, nature. Where all aspects of the product / service application process have taken place away from the business premises of the Bank, you may cancel your agreement within fourteen (14) days from the date the financial product was applied for / received. This right to cancel is not automatic and does not apply to all financial products and services. To give effect to your right to cancel, you should write or deliver a letter to the Bank addressed to your branch and must be received before the expiry of the above time period. If you exercise this right you must, within thirty (30) days from your notice of cancellation, repay any sums outstanding and return any cards which may have been issued to you. If you do not exercise this right to cancel, the Bank will assume you agree to continue to be bound by the Terms and Conditions of the agreement.

RIGHT TO RECEIVE TERMS AND CONDITIONS

During the duration of this Agreement, you may at any time request a copy of these Terms and Conditions or as may be amended from time to time.

OTHER

a. We may from time to time make additional services or benefits available to you and any Supplementary Cardholder because you have one of our Cards. We will inform you about any additional charges and terms that may apply and about any changes in such services or benefits as may be effected by the Bank from time to time. Transactions carried out by your Card on behalf of third parties may, at the Bank's discretion, not be considered eligible for any additional services or benefits which may apply to the Card or to you as Cardholder.

b. We may transfer all or any of our rights under this Agreement. We may also transfer any of our obligations but only to any person or persons whom we reasonably consider capable of performing them.

c. We may on occasion:

i. allow you extra time to comply with your obligations; or

ii. decide not to exercise some of our rights; or iii. extend the period for which preferential terms may apply.

However, if we do so, we can still insist later on the strict terms and conditions of this Agreement.

d. The Bank shall have the right to refuse any application for any card without giving reason thereof.

e. Queries or complaints regarding any transaction carried out with the Card should be discussed with the Bank's Customer Services representative at the branch where the card account is domiciled. You may lodge a complaint either by:

   i. Completing our digital Complaint Form available through: *https://www.bov.com/complaint-form; or;*
   ii. If you do not have access to our digital complaint form, you may write to us at the following address: Customer Resolutions Unit, Bank of Valletta p.l.c. BOV Centre, Triq il-Kanun, Zone 4 Central Business District Santa Venera. CBD4060

   In the event that you are still not satisfied with the Bank's reply or no agreement was reached with the Bank, you may refer the matter in writing to: 'The Office of the Arbiter for Financial Services, N/S in Regional Road, Msida, MSD1920, Malta'. Further information may be obtained through the official website: *www.financialarbiter.org.mt*; Freephone (local calls): 8007 2366 and Telephone: +356 2124 9245.

   Eligible clients may direct their complaints directly to the Office of the Arbiter for Financial Services after dealing with the Bank, whereas non-eligible clients may direct their complaints directly to the Central Bank after dealing with the Bank before the Office of the Arbiter for Financial Services.

f. Unless otherwise agreed, the English language will be used for the purpose of interpreting the Agreement and for all communications in connection with the Agreement.

g. This Agreement shall be governed by and construed in accordance with Maltese Law and any dispute shall be subject to the non-exclusive jurisdiction of the Courts of Justice of Malta.

PRE-CONTRACTURAL INFORMATION

You hereby confirm that you have been provided by the Bank with a copy of the Standard European Consumer Credit Information according to the Consumer Credit Regulations.