

# BOV

Bank of Valletta

## Purchase Protection Insurance Cover



The Purchase Protection Insurance policy (the "Policy") is arranged through Island Insurance Brokers Limited with Mapfre Middlesea p.l.c. (the "Company").

This booklet contains the Terms and Conditions that are currently applicable to the Policy. You will be granted reasonable notice thereof in the event that these Terms and Conditions are amended.

## SCHEDULE OF BENEFITS

### Purchase Protection

Per item/Single Article Limit (any one Covered Article)	€750
Per Occurrence of Any One Loss (more than one Covered Article)	€1,500
Individual Aggregate Limit (each Cardholder)	€7,500 Per annum

### Purchase Protection (Platinum Card Holders Only)

Per item/Single Article Limit (any one Covered Article)	€1,000
Per Occurrence of Any One Loss (more than one Covered Article)	€2,000
Individual Aggregate Limit (each Cardholder)	€7,500 Per annum

### Extended Warranty (Platinum Card Holders Only)

Per item	€1,000
Individual Aggregate Limit	€7,500 Per annum

**Excess** (each and every occurrence or loss) €35

**Cover** Worldwide

### PERIOD OF COVER

Local Purchases	90 Days (from date of purchase)
Overseas Purchases	90 Days (from date of purchase)

### DEFINITIONS

- **Cardholder** means the person in whose name any of the following cards have been issued by the Bank, and which cards have not expired or been withdrawn by the Bank: BOV Visa Platinum, BOV Visa Gold Card, BOV Visa Flypass Business, BOV Visa Skypass, BOV Visa Classic, BOV Mastercard, BOV Cashlink Visa, BOV Visa Black Card, BOV Cashlink Visa Gold, BOV Cashlink Visa Electron
- **Covered Purchase** means an item purchased by a Cardholder and paid for by using a covered card (as listed under the definition of Cardholder). For a purchase to be considered a Covered Purchase, the entire purchase amount for the item must have been made through the covered card.
- **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.
- **Issuing Member** means Bank of Valletta p.l.c.
- **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.

### DESCRIPTION OF COVER

#### 1. Purchase Protection

- Subject to the Schedule of Benefits, if a Covered Purchase, or a Covered Purchase given as a gift, is stolen or damaged, benefits will be paid subject to the Purchase Protection: Valuation section below, up to the maximum liability of the Underwriters under this policy as indicated in the Schedule of Benefits.
- Losses must occur within ninety (90) days of the date of the Covered Purchase.
- Cover 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.
- 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 statement

**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 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. Extended Warranty Extension (cover for Platinum Cardholders ONLY)

Subject to the Schedule of Benefits, coverage is provided which doubles the original manufacturer's warranty period, if applicable, to a period of not exceeding twenty four (24) months from the date the Covered Purchase was bought as indicated in the applicable Schedule of Benefits. Coverage is also provided for items which carry a store brand warranty, but only if the store warranty is on a store-branded item. If a warranty is purchased with the product, in addition to the manufacturer's original warranty or store warranty, coverage hereon is applicable only after all other warranties expire but only within twenty four (24) months from the date the Covered Purchase was bought. No registration of the Covered Purchase is necessary. Covered Purchases given as gifts are covered.

If a Covered Purchase ceases to operate satisfactorily and requires repair during the period covered by this policy, benefits will be paid to cover the cost of the repair. The item may be replaced, instead, at the Company's option. In no event will this policy pay more than the actual purchase amount charged to the Cardholder's account for the item covered by the warranty.

### EXCLUSIONS

- 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. Consumable and perishables
  7. Items which the Cardholder damages through alteration (including cutting, sewing or shaping)
  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 Cardholder by hand or under the personal supervision of the Cardholder or the Cardholder's travelling companion previously known to the Cardholder.
- Cover 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.
- Cover is not provided for loss or damage when the Cardholder 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 thirty six (36) hours, to the police or an appropriate authority where the incident took place.
- Items stolen from unattended vehicles are not covered.

### GENERAL CONDITIONS

#### 1. Notification of Claims

If any covered loss occurs, notice must be provided to Island Insurance Brokers (IIB) within forty five (45) days of the date that the incident occurred. Failure to give notice within forty five (45) days from the date of the incident will result in a denial of the claim. Claim forms must be supported with a legible copy of the card sales voucher and/or store receipt and/or card statement, and police report or other proof of loss. The Cardholder shall take all reasonable measures to protect, save and/or recover the property.

#### 2. Payment of Claims

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

#### 3. Misrepresentation and Fraud

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

#### 4. **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 Underwriters 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.

#### 5. **Legal Actions**

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

#### 6. **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.

### **FREQUENTLY ASKED QUESTIONS**

**Q: What does my purchase\* protection insurance cover me for?**

**A:** It covers all those goods exceeding €35 - in value, **purchased by means of a covered card**, against theft, damage and loss.

**Q: How do I claim?**

**A:** All claims have to be supported by a filled in and signed purchase protection claim form (specimen of which is enclosed together with this booklet).

**Q: What do I need in order to claim?**

**A:**

- A police report in case of Theft or Loss of item/s, (filed within the first 36 hours from event).
- Proof of purchase such as card receipts and bank's statements and/or store receipt
- A detailed written explanation of how the incident occurred.
- All documents should reach us in **original format**.

**Q: Would I be covered if I purchase an item through the internet and it is either stolen/lost/damaged whilst in transit?**

**A:** No, the claim will not be entertained.

**Q: Where do I forward my claim and the required documentation?**

**A:** Claims and all documents are to be sent or forwarded to:

**Island Insurance Brokers Ltd.  
Insurance House,  
Triq Salvu Psaila,  
Birkirkara BKR 9078  
Malta**

**Q: What are the contact details at IIB ?**

**A:** Telephone No: 2385 5800/1  
E-mail : cards@islandins.com

\* Terms and conditions, as stated in this booklet, apply.



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**mapfre@middlesea.com**  
Registration Number: C5553

## Purchase Protection Claim Form

### IMPORTANT NOTES

Insurers, their Agents and Insurance Associations share information with each other to prevent fraudulent claims and for underwriting purposes. In the event of a claim, some or all the information you supply on this form and the proposal form together with other information relating to the claim may be provided to other Insurers, their Agents and Insurance Associations.

Documents you need to be sent to us when opening a claim. Further documentation will be requested depending on the nature of the claim. The original documents should be sent, but keep copies for your records.

Claim Ref:	Date Sent:
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### ALL RELEVANT QUESTIONS MUST BE FULLY ANSWERED

#### 1. PERSONAL DETAILS

Name:	
Address:	
I.D Card No.:	Date of birth:
E-mail:	
Telephone no.:	Mobile no.:
Business/Occupation:	
Card type:	Card Number:

#### 2.DETAILS OF LOSS

Please provide details of events that led to this claim:	
Did you report this loss to authorities? YES <input type="checkbox"/>   NO <input type="checkbox"/>	Date Reported:
If YES, please provide details including any written reports or criminal reference:	

Details of lost / stolen / damaged	Where Purchased	Date Purchased	Price Purchased	Amount Claimed

Is the damage repairable? YES  | NO

If yes, what is the cost? (You must provide a repairer's estimate or receipt)

The making of a fraudulent insurance claim is a criminal offence. You may be prosecuted if you make fraudulent claims.

#### DATA PROTECTION AND PROFESSIONAL SECRECY

I consent (on my behalf and on behalf of any other person /s specified in this form (Others) to the processing of any information by the Company or any other members of the Mapfre Middlesea Group of Companies (the Group) supplied by myself on my own behalf and on behalf of Others, which constitutes personal data as long as this processing relates to administering my insurance proposal and policy, underwriting, handling and settling of claims, detecting, preventing and suppressing fraud and the keeping of statistics.

I understand (and I have explained to the Others) that the Company or any other members of the Group may, in addition, exchange some or all of the information with my insurance intermediary, appointed experts, other insurance companies or the Malta Insurance Association for the above purposes. I also authorise (on my own behalf and on behalf of Others) insurance companies and intermediaries to disclose information about or relevant to my insurance history for these purposes.

I understand (and I have explained to Others) that when I tell the Company about an incident which may or may not give rise to a claim, the Company may pass information relating to it to the Malta Insurance Association and/or other insurance companies or intermediaries.

I authorise (on my own behalf and on behalf of Others) the Company and other companies within the Group to keep me informed of their products and services by mail, fax, email or other electronic means. I understand (and I have explained to Others) that I may inform them in writing if I do not wish to receive this information.

I understand (and I have explained to Others) that I have the right to request access to and rectification of my personal data held by members of the Group by directing my request to Mapfre Middlesea Insurance p.l.c.

#### DECLARATION

I/We hereby declare that the above information and statements are, to the best of my/our knowledge and belief, correct and complete. If the answers to all or any of the above questions have been written by others at my/our dictation or instruction I/We confirm that I/We have read those answers and that they are correct and that such person completing this form on my/our dictation or instruction for this purpose will be regarded as my/our agent.

**(The claim form must be signed by all persons claiming.)**

Claimant Name:
Age:
Claimant Signature:
Date:

**\*It is important that the Company and all Subsidiary Companies declared herein, and the authorised Officer signing the Declaration above on their behalf, are fully aware of the scope of this insurance so that these questions can be answered correctly. If in doubt, please contact your broker since non-disclosure may affect an Assured's right or recovery under the policy or lead to avoidance.**