



BOV Boat & Yacht Finance

Product Information Guide

your guide to:

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General Product Information

At Bank of Valletta our objective is to get you on board as soon as possible and keep you sailing well into the future.

This is precisely what BOV Boat & Yacht Finance is all about. If you are either embarking on your first purchase or upgrading your boat or yacht, our dedicated team of relationship managers will help guide and advise you through the whole process.

By financing¹ your boat or yacht purchase, we can help you afford a newer, larger and more powerful boat for your enjoyment.

Plain sailing

Through the BOV Boat & Yacht Finance package, you can borrow from a minimum of €40,000 to a maximum of €500,000 to finance the purchase of your new boat or yacht.

Under this financing option, Bank of Valletta will consider financing up to 80% of the value or the cost of the boat or yacht, at attractive interest rates. BOV Boat & Yacht Finance can be granted over a period of up to 10 years².

Boat to be financed by the Bank is to be registered in customer's name and is to be utilised for own personal use.

The Benefits

You get:

- A fast and flexible solution to finance your boat or yacht purchase;
- Up to 80% of the value or cost (whichever is lower) of the boat or yacht.

You can:

- Borrow a minimum of €40,000 to a maximum of €500,000;
- Repayments may be spread over a period of up to 10 years²;
- Pay off the loan at any time with no early repayment fee;
- Administer and monitor your account by:
 - Direct credit of income, and
 - BOV 24x7 Services.

Your Checklist

When you apply for BOV Boat and Yacht Finance, you need to:

- Be over 18 years of age and in regular full-time employment. We will ask you to provide us with formal confirmation of income and expenditure, and as evidence of income, it would be useful to provide your FS3 or Profit & Loss Account together with the Inland Revenue income and self-assessment form submitted to the Inland Revenue;
- Use the boat or yacht as primary security by way of a mortgage, together with adequate insurance cover on the boat or yacht being purchased;
- Pledge your life policy;
- Provide us with an independent, professional marine survey of the boat prior to taking up the loan, and regularly every three years thereafter. This ensures that you are receiving good value for money;
- In exceptional cases, you might need to provide additional security;
- Register the boat or yacht in Malta. Be aware that the Transport Malta charges a mortgage registration fee of circa €500 for every mortgage and another fee to register the boat or yacht. You are advised to confirm the fees directly with Transport Malta.

¹All Personal Loans and overdrafts are subject to bank lending criteria and final approval from your BOV Branch. Terms and Conditions apply. As much as we would like to, it is not always possible to approve every request.

²The term of the loan must not go beyond retirement age. Loan terms in excess of 10 years may be exceptionally considered on a case-by-case basis.

Your Next Step...

More information can be obtained from any BOV branch in Malta and Gozo, from the Bank's website www.bov.com, by e-mail on customercare@bov.com or by calling the Bank's Customer Service Centre on 2131 2020 between Mondays and Saturdays, from 8.00 a.m. to 8.00 p.m. (excluding Bank and Public Holidays).

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**' refer 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 (BBR) 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 applicable Bank Base Rate varies in accordance with the type of lending involved, whether Business Finance, Consumer Finance or Home Loans. The base rate applicable to the BOV Boat and Yacht Finance is the Consumer Lending Bank Base Rate (CLBBR).

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.

Any complaints regarding the product or service should ideally be first discussed with an official of the Unit where the transaction took place or where the account is domiciled. If the response is not satisfactory, one may:

- contact the Bank's Customer Service Centre on 2131 2020; or
- write to The Manager, Customer Issues, Bank of Valletta p.l.c. 4th Floor, 45 Triq ir-Repubblika, Il-Belt Valletta, VLT 1113 - Malta; or
- complete a Bank's complaint form available in electronic format on our website – www.bov.com via 'Get in Touch'.

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 Arbitrator for Financial Services, as per the contact details provided below:

The Office of the Arbitrator for Financial Services, First Floor, Pjazza San Kalcidonju, Floriana FRN 1530, Malta.

Further information may be obtained through the official website: www.financialarbitrator.org.mt; Freephone (local calls): 8007 2366 and Telephone: 2124 9245.

Our Interest Rates

Interest Rates may change after this product has been acquired and peripheral products may incur their own rates. Please refer to our BOV website for updated information, or contact any BOV Branch or our BOV Customer Service Centre on 2131 2020 for additional information.

In case of unsecured Loans, interest is charged at a margin per annum over the CLBBR.

If the Loan is secured, the margin will depend upon the type of security offered

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 2131 2020 for additional information.

You need to pay a one-time processing fee. There are no hidden fees and no extra costs. However, for additional facilities, normal banking fees will apply. This fee does not incorporate any other non-BOV fees, legal fees and professional marine survey fees.

Terms and Conditions of Use

The following are the salient Terms and Conditions which presently govern the BOV Boat and Yacht Loan. These Terms and Conditions are intended merely as guidance. Any loan which may be granted to you by the Bank will be governed by the Terms and Conditions agreed to between you and the Bank at the time of your application and its acceptance by the Bank.

Security

- First Priority Mortgage on boat or yacht being purchased;
- Adequate insurance cover on the boat or yacht;
- Pledge on Life Policy in the name of borrower;
- Other tangible security (e.g. Bank deposits, investments, etc.) may be requested by the Bank to mitigate risk, especially when loans are in excess of €200,000.

Term

- The loan is to be repayable over a maximum period of ten years.

Repayments

1. The Loan will be repaid by monthly instalments which will be inclusive of interest. The amount you pay each month is determined by the sum you borrow, the selected term and the applicable rate of interest.
2. Any adjustment to the repayment of the Loan, due to any variation in the interest rate may be accommodated at the discretion of the Bank by way of:
 - a) an adjustment to the amount of regular repayments during the period of the Loan; or
 - b) an adjustment to the number of repayments within the period of the Loan; or
 - c) an adjustment in the amount of the final repayment.
3. If no such adjustment is made, repayments will continue until the Loan, together with interest, is repaid notwithstanding that this may alter the period originally envisaged.
4. You may at any time fully repay the loan and all interest accrued up to the date of repayment. Should you request to do so the Bank shall calculate the exact amount which is due by you at the time of your request. Depending on the time of the early full repayment, the exact amount which you will repay may be lower than the total amount repayable to the Bank had you not effected such early full repayment.
However, in the case of early repayment, no refund is given of one-time fees such as processing and legal fees.

Interest

Interest at a rate over the Consumer Lending Bank Base Rate will be due by you on daily debit balances in accordance with recognised banking practice.

The Loan will be subject to a one-time processing fee which will be indicated to you in the Sanction Letter.

Annual Percentage Rate of Charge³

The APR is calculated on the basis of the assumptions and exclusions prescribed by law and it includes charges payable to the Bank.

The APR may be amended if there is any change in the interest rate, the term (period) of the Loan, the number of repayments made, the repayment amount, the amount of credit made available and/or utilised, and if any charges are introduced or revised.

Other Conditions

1. Loans will be subject to contractual obligations, and terms and conditions are normally set out in an agreement (the "**Sanction Letter**") which you would need to sign prior to utilising the Loan.
2. The Loan will become immediately due and payable together with interest and charges upon the occurrence of any of the events of default listed in the Bank's Events of Default form and on receipt of the Bank's first demand in writing.
3. In the event that you do not effect repayment as agreed or if you are otherwise in default, the Bank may, by giving you notice in writing, debit any account held by you with the Bank, with all or any repayment instalments, interest and charges.
4. In addition, the Bank reserves the right to increase the interest rate by margin, as stated in the Sanction Letter, at the moment of default, and to charge a fee as per the Bank's Tariff of Charges (which is available at the Bank's branches, on the Bank's website www.bov.com, on the Bank's 24x7 Internet Banking ('**Internet Banking**') or by calling the Bank's Customer Service Centre on 2131 2020) in respect of every written reminder sent to you in respect of any unpaid repayment/s.
5. So, however, that if the Loan was granted to you at a lower interest rate, than the applicable interest rate for similar facilities granted at the same time, in the event that you do not effect repayment as agreed or if you are in default, the Bank reserves the right to increase the interest rate to that applicable to such similar facilities (the '**Increased Interest Rate**'), at the time of such default or failure to effect repayment, and, in addition to increase the Increased Interest Rate by a further margin.
6. Loan repayments and payments for insurance premia, if any, are to be effected by standing order arrangements with the Bank. Furthermore, in the event of a change in the amount of the repayment resulting from a change in the Consumer Lending Bank Base Rate, the Bank is authorised to amend the Loan repayment standing order amount accordingly, on the Customer/s' behalf and without further notice.
7. The Loan is also subject to the following Terms and Conditions set out hereunder:
 - a. Unless you are self-employed, you agree to channel your wage or salary direct to the Bank at all times during the duration of the Loan.
 - b. No drawdown of the Loan will take place until all the documents and/or security (if applicable) required are provided and found to be to the satisfaction of the Bank.
 - c. The Loan funds will be supplied to you through a direct payment to the supplier indicated on the invoice submitted by yourself.
 - d. Where there is more than one customer, any reference to the 'Customer' includes a reference to each of them and the agreements, obligations and liabilities of such persons herein contained are joint and several.
 - e. Unless otherwise agreed, withdrawals from the Loan account are to be signed by all the customers.
 - f. Unless otherwise agreed, all payments and remittances received in the name/s or for the credit of either or any one or more of the customers shall be placed to the credit of the Loan account.
 - g. The Loan may not be operated by debit card.
8. The Terms and Conditions (including the interest rate, fees and charges) may be amended from time to time by the Bank:
 - a. In the event of changes in market conditions or in banking practice;
 - b. In the event of changes in costs or reductions in return to the Bank, including costs or reductions in return which shall be consequent upon compliance by the Bank with any capital adequacy or minimum reserve requirements or any other request from or requirement of any central bank or other fiscal, monetary or other authority;
 - c. If you are in breach of your obligations under the Sanction Letter or are otherwise in default;
 - d. In the event of changes in the law and/or a decision or recommendation of a court, regulator or similar body;
 - e. In the event of the introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities;
 - f. In the case of a merger with or takeover of the business of another bank or organisation offering similar services;
 - g. If any event occurs or circumstances arise which may reasonably affect the performance by you of all or any of the obligations under the Sanction Letter. The Bank will give you reasonable written notice of such changes.
 - h. If a change in the interest rate is solely due to a change in the Consumer Lending Bank Base Rate, the Bank will inform you thereof by publication in the local press or on the Bank's website www.bov.com. Information concerning the new Consumer Lending Bank Base Rate will also be available at the Bank's Branches.

The Bank will give you reasonable notice of such changes. Such notice may be given in statement of account or by means of a press release or an advertisement or notice which is displayed in the Bank's branches.
9. Loan repayments should not in any way prejudice the performance and operations of any account in which customers have any interest or control.
10. You are entitled to withdraw from this facility agreement without giving any reason, within fourteen (14) days from the date when you sign the Sanction Letter, by notifying the Bank in writing thereof (the '**Withdrawal Notification**'). If you withdraw from this facility agreement, you shall repay any part of the facility which has been drawn down, together with the relative interest, from the date of drawdown of the

³ The APR is not applicable where the loan amount exceeds €75,000.

facility until the date of repayment, by not later than thirty (30) days from the date of the Withdrawal Notification. Interest will continue to accrue on the balance outstanding until full repayment. In addition, you will not be entitled to a refund of any charges paid by the Bank to public administrative bodies, which the Bank is not entitled to recover.

11. You are entitled at any time throughout the duration of the Loan to a statement of account in the form of an amortisation table. So, however, that you shall remain obliged to continue effecting monthly repayments as stated above.
12. **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 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.
13. A Sanction letter is normally valid for sixty (60) days from the date of issue. If the facility is not utilised, in whole or in part, within this period, the Bank would be entitled to withdraw same. In this case, processing fees already levied would not be refundable.
14. A request for an extension of a Sanction Letter may be submitted and a commitment fee, as specified in the Bank's Tariff of Charges (which is available at the Bank's branches, on the Bank's website www.bov.com, on the Bank's 24x7 Internet Banking ('**Internet Banking**') or by calling the Bank's Customer Service Centre on 2131 2020) may apply for the renewed validity period. Subsequent amendments to the agreement as set out in the original Sanction letter are also subject to an amendment fee as specified in the Bank's Tariff of Charges.
15. Facilities granted by the Bank are regulated by the laws of Malta and subject to the exclusive jurisdiction of the Courts of Malta.
16. The following specific conditions normally will apply in addition to the above in respect of BOV Boat & Yacht Finance:
 - a) Boat is to be registered in Malta.
 - b) An independent professional marine survey of the boat is to be provided by customer to the Bank prior to taking up the Loan and regularly every three years (cost of surveys payable by customer).
 - c) You will provide an undertaking in favour of the Bank to refrain from creating or permitting the creation of any further mortgages on the boat and from selling or in any manner transferring title of the boat without the prior written consent of the mortgagee.