



# BOV NOTIFICATION SERVICES

## Product Information Guide

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# BOV NOTIFICATION SERVICES

## General Product Information

The BOV Notification Services are a convenient way to receive information regarding accounts you currently hold with the Bank and other information relating to processed transactions by means of an SMS<sup>1</sup>.

*With BOV Notification Services, you can:*

- assign more than one mobile phone number to receive the same SMS notification message<sup>2</sup>;
- manage your finances and reconcile your bank accounts with greater ease.

## The Benefits

*You get:*

- timely information regarding processed transactions posted to your account;
- an SMS notification to advise you:
  - of Term Deposit account maturity and renewal;
  - of Direct Credit deposits;
  - of Direct Debit withdrawals;
  - of Outward Credit Transfers;
  - of Inward Credit Transfers;
  - of encashment of cheques exceeding the pre-established threshold;
  - when the pre-established minimum threshold balance has gone below on a specified account;
  - when the pre-established maximum threshold balance has been exceeded on a specified account.

## Your Checklist

*To subscribe to the BOV Notification Services, you will need your:*

- ID Card for identification purposes if you are resident in Malta, or your Passport otherwise;
- Company Registration Number and approval if you are a corporate customer; and
- The local mobile phone number/s via which you would like to receive the information.

## Your next step

Subscribe to the BOV Notification Services now! Visit any BOV branch, or, if you're an existing BOV 24x7 customer, apply online or call our Customer Service Centre on 2131 2020.

## 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](mailto:customercare@bov.com), or by calling our BOV Customer Service Centre on 2131 2020.

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<sup>1</sup> The service is available to locally registered mobile phone numbers only.

<sup>2</sup> A maximum of 10 mobile phone numbers can be set to receive the same SMS notification.

## BOV NOTIFICATION SERVICES

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 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](http://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.

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. 4<sup>th</sup> 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](http://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 Arbiter for Financial Services, as per the contact details provided below:

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

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

## Our Interest Rates

Not applicable to BOV Notification Services.

## 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.

BOV Notification Services	
Term Deposit account maturity and renewal notification	Free of Charge
Direct Credit notification	Free of Charge
Direct Debit notification	€0.05 per notification
Outward Credit Transfer notification	€0.05 per notification
Inward Credit Transfer notification	€0.05 per notification
Encashment of cheques exceeding the pre-established threshold notification	€0.05 per notification
Minimum Balance notification	€0.05 per notification
Maximum Balance notification	€0.05 per notification

## Terms and Conditions

These Terms and Conditions of Use govern the use of the BOV Notification Services, unless otherwise expressly provided. Please read these Terms and Conditions of Use carefully.

These Terms and Conditions of Use are also available for viewing on [www.bov.com](http://www.bov.com).

### 1. Definitions

- 1.1. "Application Form" shall mean the application form completed by yourself in relation to the Notification Service.
- 1.2. "Bank", "we", "us" and "our" shall mean Bank of Valletta p.l.c. or one or more agents which may be appointed by the Bank to provide the Notification Service.
- 1.3. "Customer", "you", "your" and "yourself" shall mean the person requesting the Notification Service.
- 1.4. "Service" shall mean the provision of SMS messages ("SMS notifications") by the Bank in respect of the transactions indicated by you on the Application Form.

### 2. The Service

- 2.1. When you register for the Service you may select to receive SMS notifications in respect of any one or more of the transactions indicated on the Application Form.
- 2.2. If you delete an SMS notification it cannot be sent again.
- 2.3. We will debit the account number indicated by you in the Application Form for this purpose, or any other account held by you with the Bank, in respect of any charges incurred by you in connection with the Service, in accordance with the Bank's Tariff of Charges, which is published by the Bank from time to time, and which is available upon request and may also be accessed on the bank's website [www.bov.com](http://www.bov.com).
- 2.4. Should any transaction in respect of which you have received a notification be reversed, we will not be in a position to inform you accordingly by means of a further SMS notification. However, although any charge with which your account would have been debited in connection with an SMS notification sent pursuant to such a transaction shall be reversed by the Bank, we shall not be in a position to inform you of the reversal of such a charge.
- 2.5. You must notify us as soon as possible by calling our Customer Service Centre on 2131 2020 if you do not agree with the content of our SMS notifications, or any of our SMS notifications appears to be irregular.
- 2.6. You are to check carefully your records of transactions and statements of accounts and to inform us immediately of any discrepancy between your records and statements and any SMS notification you might have received.

### 3. Your Mobile Phone

- 3.1. The Service is only available on one (1) default number and a maximum of another ten (10) mobile phone numbers, which must be indicated by you on the Application Form. The Service can only be provided in respect of mobile numbers registered with a local mobile operator and which are set to receive SMS. If you are unsure as to the compatibility of your mobile phone, you should contact your mobile operator.
- 3.2. If you opt to change any one or more of the mobile numbers indicated on the Application Form, it is your responsibility to ensure that you inform us accordingly.
- 3.3. Each SMS notification will contain a maximum of 160 characters.
- 3.4. You must ensure that your phone is set-up correctly and that you have enough memory space available on your handset to be able to receive the SMS notification.
- 3.5. You must ensure the text messaging service provided by your network operator and your mobile phone are compatible with the Service.

### 4. Loss or unauthorised use of your mobile phone

- 4.1. The SMS may contain information of a confidential nature. Consequently, you are responsible for the security of your mobile phone. You must take all reasonable precautions to prevent anyone from accessing your confidential information and services related to your mobile phone.
- 4.2. Please be aware that your mobile phone number and SIM Card contain personal information, which need to be protected by you. Hence it is your responsibility to keep your mobile phone safe at all times. It is recommended that you have the PIN 1 security code of your SIM Card activated on your phone and that your phone is not left switched on unattended in a place accessible to others.
- 4.3. You must notify the Bank immediately you discover or you suspect that your mobile phone and/or SIM card has been lost or stolen or is no longer under your control or is liable to be misused or that any information contained in your mobile phone has become known to another person. Notification is to be made to Customer Service Centre on 2131 2020, which number is available on a 24-hour basis. We will then stop the Service on the following working day. Such notification is to be followed by a written confirmation from your end.
- 4.4. In the situations referred to in clause 4.2 above, it is also your responsibility to advise your mobile phone operator in order that they may suspend or stop their services to you, as necessary.
- 4.5. We and/or your mobile phone operator may require information and your assistance to help us to recover losses or prevent further losses, as may be necessary. You are therefore to cooperate with us, with your mobile phone operator and/or with the police in our efforts to recover these losses and to investigate any unauthorised use of your SIM Card and/or mobile phone and in this respect, you authorise us to disclose information about you or your account to the police or to other authorised third parties. If you are asked to report such unauthorised use to the police, this must be done as soon as possible.

### 5. Indemnity

- 5.1. You undertake to keep the Bank indemnified against all actions, proceedings, costs, losses or damages which the Bank may incur or which may be suffered by any person, including your mobile phone operator, as a result of the Bank acting in accordance with your

instructions, or a result of your failure to comply with your duties as stated by these Terms and Conditions or of your improper use of the Service.

### 6. Termination

- 6.1. You may terminate the Service at any time, with immediate effect, by advising us in writing.
- 6.2. We may suspend and/or terminate the Service with immediate effect and without prior notice to you for your own security or for any valid reason, including, but not limited to, the unavailability of sufficient funds in the account/s mentioned in clause 2.3 above to cover the charges mentioned therein.
- 6.3. We may end or suspend the Service, for any reason whatsoever, by giving you at least thirty (30) days' notice in writing, electronically or by SMS notification.
- 6.4. Termination will not affect any rights and/or obligations of either of us arising hereunder including your liability to us existing at that time.

### 7. Liability

- 7.1. To the fullest extent permitted by law, and except to the extent that loss or damage is caused directly by our gross negligence or wilful misconduct and subject to this clause, we shall not be liable to you for any loss or damage that you may suffer as a result of your use of the Service. In particular, but without limiting the generality of the foregoing, we will not be liable for the delay in performing or failure to perform our obligations hereunder if the delay or failure results from circumstances outside our reasonable control, which shall include (but shall not be limited to) acts of God, accident, war, civil unrest, government action, labour disputes and industrial action (whether involving our employees or those of a third party), power failure, breakdown, faults or unavailability of equipment, computer systems, software and hardware, telecommunications, data communications, telephony and Internet systems, whether belonging to or under the control of the Bank or third parties, and third party services. In addition, we shall not be liable for any direct or indirect loss of profit, nor for any indirect or consequential loss or damage.
- 7.2. We will take reasonable care to ensure that any SMS notification reaches you in an accurate and complete manner. However, we cannot guarantee this, as it depends upon the reliability of the geographic, atmospheric and other conditions or circumstances beyond our control. In particular, but without limitation to the generality of the above, an SMS notification may time-out after a certain period of time (the particular time out period will be that applied by your mobile phone operator) and the SMS notification will not be received if your mobile phone is switched off.  
Consequently:
  - i. if we can show that an SMS Notification was sent by us to you, we shall have no liability to you if you suffer loss due to the SMS Notification not being received accurately, not being received at all, or being received by you more than once;
  - ii. we cannot guarantee the confidentiality, integrity, and security of information transmitted via SMS across mobile telephony networks and particularly outside the EU;
  - iii. it is in your interest to confirm the content of the SMS notification through other channels, prior to effecting any transaction on the basis of an SMS notification.
- 7.3. Where we have no liability to you under these terms, we shall have no liability to any joint account holder on your selected account(s) from time to time.
- 7.4. In order for the Service to be provided, the contents of your SMS may have to be disclosed to third parties, such as mobile phone operators, aside from the mobile phone operator to whose service you are subscribed, (such as in the case where you are roaming i.e. using your mobile outside a jurisdiction from which your mobile service provider is located).

### 8. Disputes

- 8.1. The Bank shall not be responsible for any disputes arising between you and your mobile phone operator.

### 9. Amendments

- 9.1. We may vary these Terms and Conditions (including charges, if any):
  - 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 authority or other authority;
  - c) if you are in breach of any of these terms and conditions or if you 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 event of merger with or acquisition of the business of another bank or organisation offering similar services;
  - g) if any event occurs or circumstance arises which may reasonably affect your performance of all or any of the obligations under these Terms and Conditions of Use.

We will give you reasonable notice of any such amendment. You are deemed to have accepted the Terms and Conditions as amended if you do not terminate the Service within thirty (30) days from the date of the said notice. Changes of a serious or urgent nature will however take effect immediately. However, we will notify you as soon as possible of any such change. You may still terminate the Service in terms of clause 6.1 above.

### 10. General

- 10.1. These Terms and Conditions 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.
- 10.2. In order to provide the Service, it may be necessary to store or transmit information relating to you and your accounts to the mobile telephony service provider. You hereby authorise us to do so, where we reasonably consider this to be required for the effective provision of the Service.
- 10.3. In the absence of error, our records will be evidence of your transactions in connection with the Service. In addition, you agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.