



# BOV Term ISA

## Product Information Guide

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## General Product Information

The BOV Term ISA is targeted to help you save money (euro) for retirement thereby safeguarding your future quality of life. You will earn interest as soon as funds are deposited, whilst benefiting from the exemption of taxes on interest earned on this account. Furthermore, the BOV Term ISA offers the advantage of a favourable interest rate as funds are held for one year. Upon maturity you have the flexibility of withdrawals should the need arise.

## The Benefits

*You can...*

Earn Interest which is exempt from Tax (subject to the conditions of the Individual Savings Account Rules – Legal Notice 469 of 2014, as subsequently amended).

- Deposit further funds upon maturity; and
- Withdraw upon maturity.

*You get:*

- An account denominated in Euro;
- Exemption on tax (for deposits up to €1,000 per calendar year - €2,000 in 2015 only) on income earned from the BOV Term ISA;
- Added peace of mind when keeping your cash in the Bank.

## Your Checklist

*Eligibility:*

- Ordinary resident in Malta aged 18 years and over;
- One account per person;
- In your sole name – i.e. joint accounts are not permitted.

*you need to:*

- Present your ID Card for identification purposes.

## Your Ongoing Responsibility

**Ensure that you do not deposit more than your entitlement as stipulated by law i.e. €1,000 per calendar year (€2,000 in 2015 only).**

## Your Next Step...

Visit any BOV branch to open a BOV Term ISA.

## 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.

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. 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

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 information regarding our interest rates.

## Our Fees and Charges

Fees and charges may change after this product has been acquired and peripheral products may incur their own costs. Such costs are to be charged as per the Tariff of charges issued by the Bank from time to time in relation to its products and services and which is available at the branches of the Bank, on the website [www.bov.com](http://www.bov.com) or by calling the Bank's Customer Service Centre on 2131 2020. The BOV Term ISA is currently charge-free.

## Terms and Conditions of Use

These Terms and Conditions govern the use of the BOV Term ISA. Please read the Terms and Conditions carefully.

### 1. Definitions

- **'Account'** means the BOV Term ISA of a 12 month duration held by the Bank in the name of the Account holder;
- **'Account holder'** means the person in whose name the Account is held;
- **'Bank'** means Bank of Valletta p.l.c., with registered address at 58, Triq San Żakkarija, Il-Belt Valletta VLT 1130 - Malta, Registration Number C2833;
- **'Interest Instructions'** are the instructions regarding payment of interest given by the Account holder to the Bank and which may consist of either deposit to a savings or current account held with the Bank in the same currency of the Account or addition to existing capital of the Account.
- Unless otherwise agreed with the Bank, upon opening of the Account, a minimum deposit of €200 is required.

2. The Bank will provide the Account holder with a deposit certificate at the beginning of each term. The deposit certificate is a receipt of funds held on deposit with the Bank, it is not a document of title and is not transferable.

3. Interest will be paid on the maturity date of the Account. Interest will be paid in accordance with the Interest Instructions given by the Account holder to the Bank at opening of account stage or as subsequently amended by the Account holder and notified to the Bank from time to time at the rate per annum applicable at opening of account stage or at renewal stage, as applicable.
4. Interest may not be subject to tax, in accordance with the Individual Savings Account Rules (the 'ISA Rule' - Legal Notice 469 of 2014, as subsequently amended). It is the Account holder's responsibility to ensure that the ISA Rules are fulfilled, and the Bank shall not bear any liability in respect of any tax or penalty or interest on same or any other amount which the Account holder may be obliged to pay in respect of the interest earned.
5. If the Account Instructions at opening of account stage or as subsequently amended by the Account holder and notified to the Bank from time to time stipulate that:
  - the Account is to be renewed, the Account will be renewed for another term on the Terms and Conditions (including the interest rate) prevailing at the date of renewal on similar accounts; If according to the Terms and Conditions, the interest rate is to be quoted by the Bank upon request, and no such request has been made by the Account holder, the Account will be renewed at a rate to be quoted by the Bank to the Account holder prior to maturity;
  - the Account should not be renewed and disposal instructions are given, on maturity, the Account will be disposed of according to such disposal instructions.
6. Withdrawals from or deposits to the Account must be effected on maturity, otherwise instructions may be given prior to maturity date.
7. If the Account is blocked, the capital and / or interest disposal will be renewed in the same Account.
8. Withdrawals from or deposits to the Account prior to maturity are not allowed, save in exceptional circumstances, at the discretion of the Bank, and, if allowed, may be subject to further conditions. In particular, where the Bank permits partial withdrawals or closure of an Account prior to maturity, interest may be reduced, in whole or in part. Any funds which are not withdrawn will be treated as a new account as from the date of the withdrawal, and will be subject to the term and conditions and interest rates prevailing on that date.
9. The Bank reserves the right to close the account at any time if there is a valid reason for doing so. The Bank undertakes to give the Account holder reasonable notice of such closure. In addition, the Bank may refuse to carry out a transaction or immediately terminate a transaction or reverse a transaction, in whole or in part, if the Bank or its correspondent bank reasonably believes that the transaction is invalid, in any manner fraudulent or illegal or made in bad faith or that it has not been carried out by the Account holder or if the Account holder has not acted in accordance with these Terms and Conditions or for any other justifiable reason. The Bank undertakes to inform the Account holder of the said refusal, termination or reversal. Refusal to carry out a transaction may include, but is not limited to, the blocking of any deposit received in the Account. Such a block may be effected for any justifiable reason, as stated above, and may include the fact that the funds received are not in line with the Account holder's known business/occupation/profession/status and/or purpose for opening the account. In such an eventuality, the funds shall remain blocked until the Bank is satisfied with the written explanation and/or supporting documentation provided by the Account holder. The Account holder shall be notified that funds have been blocked and the Bank reserves the right to review and/or terminate the Account holder's relationship with the Bank should it not be satisfied with the said explanation/documentation. Furthermore the Bank may provide transaction and customer information, including details of ultimate beneficiary owner, to its intermediary bank, upon the latter bank's request and where such information is required in order to enable such intermediary bank to adhere to its anti-money laundering and funding of terrorism regulatory obligations.
10. The Account is not transferable.
11. The Bank shall have the right to refuse any application for an Account without giving any reason for so doing.
12. These Terms and Conditions (including interest rate, fees and charges) may be amended from time to time by the Bank:
  - i) in the event of change in the law and/or a decision or recommendation of a court, regulator or similar body;
  - ii) if you are in breach of these Terms and Conditions or are otherwise in default.The Bank will give the Account holder reasonable notice of such amendments.
12. The Account will be closed upon notification to the Bank of the demise of the Account holder, and the balance in the Account, inclusive of interest will be transferred into an existing Savings, Current or Call Account, in the said order and in the name of the deceased, subject to the Bank's Terms and Conditions applicable to such accounts. In the absence of such an account, the balance in the Account will be transferred into a new Savings Account, with Final Withholding Tax held at source, in the name of the Account holder (the 'New Account') subject to the Bank's Terms and Conditions for Savings Accounts. The heir/s of the Account holder shall be vested with the New Account.
13. 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.

### *Distance Selling Regulations*

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 BOV 24x7 Services, 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 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 30 days from your notice of cancellation, repay any sums outstanding and return any cheque books or 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.

### 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. Where you satisfy the definition of 'depositor' under the Regulations, you may make a claim under the Compensation Scheme in terms of the Regulations. The Compensation Scheme shall provide for the payment of compensation in respect of claims arising out of the Bank's inability to meet its obligations to depositors.

Further information can be obtained from:

- a. [www.compensationschemes.org.mt](http://www.compensationschemes.org.mt);
- b. by contacting Depositor Compensation Scheme, c/o Malta Financial Services Authority, Triq Notabile, H'Attard BKR 3000 - Malta; Tel: 2144 1155; E-mail: [info@compensationschemes.org.mt](mailto:info@compensationschemes.org.mt);
- c. through the information sheet (as per below) which can also be viewed at [www.bov.com](http://www.bov.com);
- d. any BOV Branch;
- e. by calling our Customer Service Centre on 2131 2020.

### Depositor Information Sheet

Basic information about the protection of deposit

**Deposits in Bank of Valletta are protected by:** The Depositor Compensation Scheme<sup>1</sup>, established under regulation 4 of the Depositor Compensation Scheme Regulations, 2015.

**Limit of protection:** €100,000 per depositor per credit institution<sup>2</sup>

**If you have more deposits at the same credit institution:** All your deposits at the same credit institution are 'aggregated' and the total is subject to the limit of €100,000.

**If you have a joint account with other person(s):** The limit of €100,000 applies to each depositor separately<sup>3</sup>

**Reimbursement period in case of credit institution's failure:** 20 working days<sup>4</sup>

**Currency of reimbursement:** **EURO**

**Contact:** Depositor Compensation Scheme,  
c/o Malta Financial Services Authority,  
Triq Notabile, H'Attard BKR 3000 - Malta;  
Tel: 2144 1155; E-mail: [info@compensationschemes.org.mt](mailto:info@compensationschemes.org.mt)

**More information:** [www.compensationschemes.org.mt](http://www.compensationschemes.org.mt)

#### <sup>1</sup> Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your credit institution should occur, your deposits would in any case be repaid up to €100,000.

#### <sup>2</sup> General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the Depositor Compensation Scheme, in accordance with the regulations. This repayment covers a maximum of €100,000 per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with €90,000 and a current account with €20,000, he or she will only be repaid €100,000.

In addition to the protection described above, deposits may be protected in some cases up to a maximum of €500,000 for six months after the amount has been credited or from the moment when such deposits become legally transferable. In order to qualify for such higher protection, a deposit in excess of €100,000 must meet any one of the following additional criteria:

(A) it comprises:

- (a) monies deposited in preparation for the purchase of a private residential property by the depositor; or
- (b) monies which represent the proceeds of sale of a private residential property of the depositor; or

(B) it comprises sums paid to the depositor in respect of:

- (a) a separation, divorce or dissolution of their civil union; or
- (b) benefits payable on retirement; or
- (c) a claim for compensation for unfair dismissal; or
- (d) a claim for compensation for redundancy; or
- (e) benefits payable for death or bodily injury; or
- (f) a claim for compensation for wrongful conviction.

More information can be obtained under [www.compensationschemes.org.mt](http://www.compensationschemes.org.mt)

### **<sup>3</sup> Limit of protection for joint accounts**

In case of joint accounts, the limit of €100,000 applies to each depositor.

However, deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of €100,000.

### **<sup>4</sup> Reimbursement**

The responsible Deposit Guarantee Scheme is the Depositor Compensation Scheme, c/o Malta Financial Services Authority, Triq Notabile, F'Attard BKR 3000 - Malta; Tel: 2144 1155; E-mail: [info@compensationschemes.org.mt](mailto:info@compensationschemes.org.mt). It will repay your deposits up to €100,000 within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 until 31 December 2023; and within 7 working days from 1 January 2024 onwards.

As of 31 May 2016, where the Depositor Compensation Scheme cannot make the repayable amount(s) available within 7 working days, depositors shall have access to an amount, not exceeding €1,500, to cover the cost of living, within 5 working days of a request. The Depositor Compensation Scheme shall only grant access to such amount within 5 working days on the basis of data provided by the credit institution.

If you have not been repaid within these deadlines, you should make contact with the Depositor Compensation Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained from [www.compensationschemes.org.mt](http://www.compensationschemes.org.mt).

### **Other important information**

In general, all retail depositors and businesses are covered by the Depositor Compensation Scheme. Exceptions for certain deposits are stated on the website of the Depositor Compensation Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the statement of account.