

Purchase Protection Insurance ***Policy Terms***

APS Bank p.l.c. Classic and VISA Gold Cardholders



atlas.com.mt



APS Bank p.l.c. Cardholders Purchase Protection Insurance Policy Terms

Purchase Protection Insurance is provided and underwritten by
Atlas Insurance PCC Limited (Atlas) and not by APS Bank p.l.c.
Atlas issues a policy to APS Bank p.l.c. under reference 107003 411 002

Introduction and Eligibility

As an APS Bank **Cardholder**, **You** are eligible for free purchase protection insurance cover from the **Entry Date** as provided by this policy. The terms and conditions of **Your Atlas** Purchase Protection Insurance cover are laid out in this document.

Please note that APS Bank p.l.c. (the **Insured**) assumes no liability or responsibility for any of the contents within the **Atlas** policy terms and conditions as reproduced in this document.

We also wish to inform **You** that APS Bank p.l.c. has no authority or remit on any decision taken by **Atlas** in respect of any claim and no advice is given on the contract of insurance.

Please read **Your** policy carefully to familiarise **Yourself** with the policy terms, conditions and exclusions.

The policy limits are shown in the **Limits Applicable** Section.

Cover

Atlas will, at its option, either pay **You** in cash for the amount of the loss, theft or damage or repair, reinstate or replace **Retail Purchases** paid for with the **Card** anywhere in the world provided that the loss, theft, or damage occurs during specified period from the **Date of Purchase**.

Policy information / Claims

For clarification or in case of a claim, **You** are to contact:

Atlas Insurance PCC Limited
48-50 Ta' Xbiex Seafront
Ta Xbiex XBX 1021
Tel: 00356 2343 5381
Email: apspurchaseclaims@atlas.com.mt

Atlas Insurance PCC Limited is a cell company authorized under the Insurance Business Act 1998 to carry on general business and is regulated by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cell in excess of their assets.

The Law applicable to the contract

This insurance policy is a **Maltese** contract and shall be governed by and according to **Maltese** law. Without prejudice to any arbitration proceedings in **Malta** under current statutory provisions, this policy is subject to the exclusive jurisdiction of the **Maltese** courts.

The indemnity provided in this policy shall apply only to judgements, orders or awards that are delivered by or obtained from a court within **Malta**.

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Definitions

Any word or expression to which a specific meaning has been attached, will bear the same meaning throughout this document. For ease of reading, the definitions are highlighted by the use of **bold** print and will start with a capital letter.

Insured

means the **Bank** for the benefit of all **Cardholders**.

Account

means a **Card** account

Account Holder

means a **Cardholder** in whose name the **Bank** maintains an **Account**.

Atlas

means Atlas Insurance PCC Limited 48-50, Ta' Xbiex Seafront, Ta' Xbiex XBX1021 Malta.

Bank

means APS Bank p.l.c. of Registered Address: APS Centre, Tower Street, Birkirkara BKR4012 Malta (Co. Reg. C2192).

Card

means a valid APS Bank VISA Gold Card or VISA Classic Card.

Cardholder/You/Your

means a natural person who has been issued with a **Card** by the **Bank**

Communicable Disease

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Date of Purchase

means the date when the **Retail Purchase** is approved by the **Bank** and recognised on the **Account**.

Endorsement

means any changes to the policy terms and conditions.

Entry Date

means the date from which a **Cardholder** is issued with the relative **Card**.

Excess

means the amount of €60 that the **Cardholder** will have to pay towards each and every claim.

Jewellery

means articles of gold, silver or other precious metals and/or precious stones intended for the ornamentation of the person or to be worn.

Malta/ Maltese

means the islands of Malta, Gozo and Comino.

Money

means coins and bank notes in current use, cheques, postal orders and money orders, bearer bonds, savings stamps and certificates, stamps in current use, travel tickets, lottery tickets, petrol coupons, record tokens, book tokens or other tokens, phone cards, pre-booked entertainment and event tickets, luncheon vouchers, trading stamps, deeds, bills of exchange and travellers' cheques.

Retail Purchase/s

means any item/s purchased with the **Card** except those specifically excluded under Exclusions. These also include internet purchases, however, only after such purchases have been received in good condition and full functioning order.

Terrorism

means the use of force or violence and/or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Unattended

means when the **Cardholder** is not in full view of and not in a position to prevent unauthorised interference with his or her property or vehicle.

Unexplained Disappearance

means the unexplained disappearance of a **Retail Purchase** without evidence of the wrongful act of another.

Valuables

means **Jewellery**; other articles of gold, silver or other precious metals; watches; furs; pictures, paintings and other works of art; collections of stamps, coins and medals.

Limits Applicable

The following limits apply in accordance with the **Card** held by **You** at the time of any loss:

APS Gold and Classic Cards

The indemnity provided by **Atlas** shall be limited as follows:

1. up to the value of the goods shown on the **Card** statement, subject to a limit of €1,400 for each item and €7,000 any one occurrence occurring during the period of 90 days from the **Date of Purchase**. **Retail Purchases** belonging to a set or pair will be covered up to the purchase price of the set or pair, provided that the items are unusable separately and cannot be replaced individually;
2. up to €12,000 in any one calendar year in the aggregate for each **Account Holder**, regardless of the number of **Cardholders** or **Cards** issued.

General Conditions

You must comply with the following conditions to have the full protection of the policy.

If **You** do not comply, **Atlas** may, at **Atlas'** option, cancel the insurance in **Your** respect or refuse to deal with the **Your** claim or reduce the amount of any related claim payment.

1. Multiple Cards

If at the time of any incident which results in a claim under this policy, **You** are eligible for cover under more than one **Card**, only one claim may be made in respect of each incident but the higher/highest benefits shall prevail.

3. Closed or Blocked Accounts

All cover under this Policy terminates automatically in **Your** respect as soon as **Your Account** is closed. In the event that **Your Account** is blocked in the event of **Your** death, items bought as at the date of termination of **Your Account** shall continue till the expiry of the above-mentioned 90 day period.

2. Other Insurance

If at the time of any incident which results in a claim under this policy, there is another insurance (outside this APS Purchase Protection Insurance Scheme) covering the same loss or damage, **Atlas** will not pay more than **Atlas'** proportional share.

Claims Conditions

1. **You** must notify **Atlas** with full details in writing as soon as **You** reasonably can, but not later than 30 days from the discovery of any loss, theft or damage which may give rise to a claim under this policy. **You** will be guided accordingly on the procedure for lodging a claim under this policy.
2. In the event of loss by theft, **You** must notify the police or appropriate authorities where the incident took place within 48 hours of discovery of the loss.
3. **You** may be asked to present a sworn statement (affidavit) at his or her expense in support of **Your** claim.
4. **Subrogation**
Atlas may also take proceedings at **Atlas**' own expense and for **Atlas**' own benefit, but in **Your** name, to recover any payment **Atlas** have made under this policy to anyone else.
5. **Fraud**
You must not act in a fraudulent manner. If **You** or anyone acting on **Your** behalf:
 - a) make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
 - b) make a statement in support of a claim knowing the statement to be false in any respect or
 - c) submit a document in support of a claim knowing the document to be forged or false in any respect or
 - d) make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance,then
 - **Atlas** shall not pay the claim;
 - **Atlas** shall not pay any other claim which has been or will be made by **You**;
 - all cover under this policy will cease immediately in **Your** respect;
 - **Atlas** shall be entitled to recover from **You** the amount of any claim already paid under the policy;
 - **Atlas** may inform the police of the circumstances.
6. **Arbitration**
If **Atlas** have accepted a claim under the policy and there is a disagreement over the amount to be paid to **You**, the dispute must be referred to an arbitrator to be appointed by mutual agreement between the parties in accordance with the provisions of the Arbitration Act 1996. When this happens the making of an award by the said arbitrator shall be a condition to any right of action against **Atlas**.

General Exclusions

Atlas will not pay for:

1. the **Excess**;
2. any of the following **Retail Purchases**:
 - a) Watercraft, hovercraft, aircraft (including drones), caravans and trailers and mechanically or electrically propelled vehicles;
 - b) Living things (including plants);
 - c) Property used solely for business, trade, professional or employment purposes away from residential premises;
 - d) **Money** and documents;
 - e) **Valuables**;
 - f) Sports equipment whilst in use;
 - g) **Retail Purchases** obtained fraudulently or lost by deception;
 - h) Property not purchased in full at the point of sale with a single transaction.
3. any loss or damage:
 - a) caused by misuse or by **Your** deliberate act;
 - b) caused by or consisting of deterioration, wear and tear, vermin, insects, fungus, rot, climatic or atmospheric conditions, the action of light or any gradually operating cause;
 - c) caused by or in the process of dyeing or washing, cleaning, maintaining, repairing, restoring, altering, setting up or dismantling;
 - d) caused by or consisting of mechanical or electrical breakdown, derangement or failure;
 - e) caused by or consisting of faulty design/materials/workmanship;
 - f) caused by **Unexplained Disappearance**.
4. any loss, theft, or damage:
 - a) incurred prior to the delivery and personal acceptance by **You** (or anyone designated by the **You** for this purpose) of the **Retail Purchases** in perfect condition;
 - b) occurring while the **Retail Purchases** are in the care, custody or control of anyone other than **You**;
 - c) if **You** do not exercise reasonable care for the safety and supervision of the goods;
 - d) which is insured by another policy/ies or which would be so insured if the terms and/or conditions of such other insurance policies were not breached;
 - e) directly or indirectly caused or occasioned by or happening through or in consequence of
 - i. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power, martial law;
 - ii. **Terrorism** or any action taken in controlling, preventing or suppressing any acts of **Terrorism** or in any way relating to any act of **Terrorism**;
5. any amount/s which **You** can recover from someone or somewhere else;
6. loss or damage:
 - a) by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - b) to any property or any loss or expense resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to or arising from:
 - i. ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component;
7. loss, theft or damage occasioned by or happening through riot or civil commotion outside **Malta**;
8. Loss, theft or damage or expense due to confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority;

9. depreciation in value of property or any consequential loss (including reduced value after items have been repaired or replaced);
10. theft of property
 - a) while left **Unattended** in an unlocked hotel room; or
 - b) in an **Unattended** motor vehicle unless stolen from
 - a locked and concealed boot; or
 - a locked and concealed luggage compartment; or
 - a closed glove compartment of a locked vehicle which has been broken into by using force and violence;
11. any claim or any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.
12. claims arising directly or indirectly from the transmission of a **Communicable Disease**.
13. claims arising directly or indirectly from:
 - a) any **Cyber Act** or **Cyber Incident**;
 - b) any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**;
 - c) **Loss of Data**.

Definitions related to General Exclusion 13:

Computer System

means any computer, hardware, software, communications system, electronic devices, server, cloud or microcontroller including any similar system and all related configuration including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

means an unauthorised, malicious or criminal act or series of related acts including any threat or hoax thereto involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

means

- an error or omission or series thereof involving access to, processing of, use of or operation of any **Computer System**; or
- an episode or series of related episodes of partial or total unavailability or failure to access, process, use or operate any **Computer System**.

Data

means Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, assessed, processed, transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Protection and Compensation for Insured Persons

Under the Protection and Compensation Fund Regulations 2003, should Atlas Insurance PCC Limited be unable to meet all its liabilities to policyholders, compensation may be available. Full details are available on the Malta Financial Services Authority website: www.mfsa.com.mt

Data and Privacy Protection

Atlas Insurance PCC Limited and/or any other subsidiaries of Atlas Holdings Limited or any of its daughter companies (hereinafter '**Atlas**', '**Us**', '**Our**', '**We**') are the data controllers, as defined by relevant data protection laws and regulations, of personal data held about **Cardholders** (hereinafter '**You**') or relating to **You** or to any other person/s whom **You** insure with Atlas (hereinafter '**Others**').

In completing all the forms related to **Your** policies or claims, **You** confirm **Your** understanding and acceptance of the terms in **Atlas**'s Data Protection and Privacy Statement. **You** hereby warrant that **You** have informed **Others** why **We** asked for this information and what **We** will use it for and have obtained the necessary explicit verbal consent.

Atlas collects and processes information about **You** and **Others** for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing or detecting crime (including fraud). **Atlas** may monitor calls to and from customers for training, quality and regulatory purposes.

Atlas may collect and disclose **Your** and **Others**' information from/to other entities in order to conduct **Our** business including

- managing claims, which may require obtaining data including medical information from healthcare providers (including any public or private hospital or clinic) and/or **Your** employers (for company schemes) and which **You** hereby authorise;
- administering policies with insurance brokers or other intermediaries appointed by the policyholder;
- helping **Us** prevent or detect crime by sharing **Your** information with regulatory and public bodies in **Malta** or, if applicable, overseas, including the Police, as well as with other insurance companies (directly or via shared databases such as the Malta Insurance Fraud Platform), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or
- **Our** third party suppliers or service providers to whom **We** outsource certain business operations.

We will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

You have the right to access **Your** personal data and ask **Atlas** to update or correct the information held or delete such personal data from **Our** records if it is no longer needed for the purposes indicated above. **You** may exercise these and other rights held in **Atlas**'s Data Protection and Privacy Statement, by contacting **Our** Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 Malta or email dpo@atlas.com.mt. Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If **You** and **Others** consider that the processing of personal data by **Atlas** is not in compliance with data protection laws and regulations, **You** and **Others** may lodge a complaint with **Us** and/or the Office of the Information and Data Protection Commissioner by following this link: <https://idpc.org.mt/en/Pages/contact/complaints.aspx>

If **You** wish to view the full **Atlas**'s Data Protection and Privacy Statement, for a better understanding of how **We** use this data please visit <https://www.atlas.com.mt/legal/data-protection/>.

Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance.

What You can do if You are not satisfied with Atlas Insurance PCC Limited

For the purpose of this section, **Atlas** is hereinafter referred to as **Us, We, Our** and **Cardholders** are hereinafter referred to as **You**.

With the best will in the world, concerns about some aspects of **Our** service may arise. Please help resolve **Your** concerns as quickly as possible by following this process.

Please remember to quote **Your** policy and/or claim number on all correspondence.

How We deal with Your concerns

You can communicate about **Your** concerns in writing by any reasonable means and this will always be free of charge. **Your** feedback is always welcome as it enables **Us** to identify ways to improve service, and rest assured that **We** always treat **You** fairly, equally and promptly. **We** will keep **Your** records in accordance with the Data Protection Act and **You** have the right to request information about the progress of **Your** concerns.

What You should do

Atlas staff have the training and authority to settle problems and will do everything they can to help. They should be **Your** first point of contact.

In the unlikely event that **Your** complain is unresolved, please write to:

The Customer Care Manager
Atlas Insurance PCC Limited
48-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021 or email on complaints@atlas.com.mt.

who will investigate the matter independently. The Customer Care Manager will:

- acknowledge **Your** concern within 3 working days;
- explain how **Atlas** will handle **Your** complaint and who **Your** contact person will be;
- explain what, if anything, **You** need to do;
- send **You** a copy of the **Atlas** Complaints Procedure if **You** do not already have a copy of it;
- give **You** a reply to **Your** concern within 15 days. If **We** are still unable to conclude within this time period **We** will write to **You** explaining why.

If You are still not satisfied

If **You** are still not satisfied with **Our** final reply or **We** have failed to give **You** a reply within 15 working days without giving **You** an explanation, **You** (Individuals and micro enterprises) may refer **Your** issues to the Financial Services Arbiter (Office of the Arbiter for Financial Services, N/S in Regional Road, Msida MSD1920, Malta, telephone 8007 2366 or 21249245 or complaint.info@financialarbiter.org.mt).



Our Offices

Head Office

48-50 Ta' Xbiex Seafront
2343 5363 | insure@atlas.com.mt

Paola

87-89 Vjal Kristu Re
2343 5810 | paola@atlas.com.mt

Birkirkara

1 Mannarino Street
2343 5804 | bkara@atlas.com.mt

Bormla

55 Gavino Gullia Square
2343 5807 | bormla@atlas.com.mt

Luqa

Skyparks Business Centre MIA
2343 5808 | skyparks@atlas.com.mt

Mosta

Constitution Street
2343 5802 | mosta@atlas.com.mt

Naxxar

13 St George's Street
2343 5800 | naxxar@atlas.com.mt

Rabat

267 Vjal il-Haddiem
2343 5806 | rabat@atlas.com.mt

San Ġwann

Naxxar Road c/w Bernardette Street
2343 5803 | sangwann@atlas.com.mt

St Paul's Bay

2 Toni Bajada Street
2343 5801 | stpaulsbay@atlas.com.mt

Żebbuġ

148 Vjal il-Helsien
2343 5805 | zebbug@atlas.com.mt

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