

# APS Credit Cards Terms & Conditions

These Terms and Conditions apply for the  
APS VISA Classic and Gold Credit Cards

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## Governing Terms and Documents

These Terms and Conditions govern the use of all Credit Cards issued by APS Bank plc namely the APS Classic Credit Card, the APS Gold Credit Card and PINs.

It is important that you carefully read and understand the following documents as the application and use of our Credit Cards is also subject to your agreement with us concerning:

- i. the Credit Cards application form,
- ii. the Credit Agreement,
- iii. these Credit Cards Terms and Conditions,
- iv. the General Terms and Conditions, [www.apsbank.com.mt/terms-and-conditions](http://www.apsbank.com.mt/terms-and-conditions)
- v. our Data Privacy Policy, [www.apsbank.com.mt/gdpr](http://www.apsbank.com.mt/gdpr)
- vi. any terms and conditions applicable to the specific accounts, products or services which shall continue to apply together with these Terms and Conditions, [www.apsbank.com.mt/terms-and-conditions](http://www.apsbank.com.mt/terms-and-conditions)
- vii. all other applicable documents such as the Tariff of Charges governing the requested accounts, products and services.

## Definitions

Certain words have a particular meaning throughout these Credit Cards Terms and Conditions. We have listed some of these words and their meanings in the General Terms and Condition below.

Agreement	means the entire agreement with us for the credit services that we provide you, including without limitation, the Credit Agreement in force between you and us and the Terms and Conditions that regulate the issue and use of the Credit Card.
ATM	Automated Teller Machine - a machine you can withdraw funds from and use other services at, twenty-four (24) hours a day seven (7) days a week.
Bank, we, us, our	means APS Bank plc (C2192) with registered at address APS Centre, Tower Street, Birkirkara, BKR 4012 and all its assignees and successors in title.
Card-based payment transaction	means any payment made for goods and services from merchants or cash withdrawn from a bank or ATM or obtained using the physical Credit Card or Credit Card number.
Card Details	these include the Bank's branding, Credit Card number, Cardholder's name, smart chip, expiration date, payment network logo, magnetic stripe, hologram, bank contact information, signature area, security code.
Cardholder, you, your, yours, yourself	means the customer with whom we have a Credit Agreement, and, in whose name, we maintain a Credit Card.
Cashback	a cashback is an incentive offered to you by us when you use the Credit Card to make a purchase transaction, whereby you will be eligible for credits deposited in your Credit Card Account in line with these Terms and Conditions.
Credit Agreement	the Credit Agreement which sets out terms and conditions between you and us for the credit services we provide to you linked to the use of the Credit Card.
Credit Card Account	means any Credit Card (Classic and/or Gold), maintained by us in the name of the Cardholder for the purpose of keeping record of all transactions in relation to our Agreement.
Credit Card	means the APS VISA Classic Credit Card and the APS VISA Gold Credit Card operated to make use of the Facility, issued by us, to the Cardholder and any other Credit Card issued by us in the future that has the same, similar or added characteristics of our Credit Cards.

Credit Limit	means the overdrawn balance (balance that goes below zero) which the Cardholder and we have agreed in the Credit Agreement. This is the maximum amount you are allowed to borrow on your Credit Card Account.
EPOS	Electronic Point of Sale machine - computerised equipment which allows and confirms payment transactions by cards.
e-commerce	electronic commerce is the buying and/or selling of goods and services, or the transfer of funds or data, over an electronic network, primarily the internet.
eStatement	a summary of all financial transactions on your Credit Card Account in a digital format and accessible through myAPS Service.
Facility	means the credit service/s that we agreed to give you in terms of the Credit Agreement.
Freeze / Unfreeze	on myAPS Service, as soon as you click the 'Freeze' button the Credit Card will be frozen (temporary blocked) instantly and it stops the Credit Card from being used. You will be able to use your Credit Card again once you 'Unfreeze' (unblock) it from myAPS Service.
International Payment Company	International Payment Company means the payment card scheme company - Visa International.
Merchant	means a retailer or a service provider who operates an EPOS or accepts online payments.
myAPS Service	our internet and mobile banking service, available twenty-four (24) hours a day seven (7) days a week.
myAPS Mobile Banking App	the service provided by us which will facilitate certain management, viewing and carrying out of instructions from your account/s held with us, through your mobile or other device/s, accessible 24x7.
OTC	means 'Over the Counter' cash transactions carried out at banks or entities offering this service.
Party/Parties	means the Bank or the Cardholder whether singularly or collectively, as the case may be.
Payment Account	an account held in your name which you use to make payments.
Payment Instrument	any personalised device (including any card, token and mobile phone, used separately or together) which you use to make a payment.
PIN	means the Personal Identification Number issued by us, to the Cardholder to be used with the Credit Card.
SECCI	the Standard European Consumer Credit Information document, that we give you when you ask for information regarding our credit services and which contains the pre-contractual information. This will help you decide whether you would like to enter into a Credit Agreement with us.
Security Details	ways of checking your identity, such as username, passwords, PINs and biometric authentication (for example, fingertip or face recognition).
Strong Customer Authentication, SCA	a European regulatory requirement part of the revised Payment Services Directive (PSD2) with the aim to reduce fraud and make online payments more secure through multi-factor authentication.
Tariff of Charges	a document that sets out important information on our rates, fees and charges. <a href="http://www.apsbank.com.mt/tariff-of-charges">www.apsbank.com.mt/tariff-of-charges</a>

In these Terms and Conditions, references to the "Credit Card" shall include Credit Card Details, Security Details and PINs.

## 1. Eligibility of the Credit Card

1.1 To be eligible for one of our Credit Cards you must:

- 18 years of age and over,
- Have a regular annual income,
- Go through and pass our lending assessment,
- Be an active APS Customer and hold a Payment Account held in your sole name with us,
- Register to our myAPS Service and myAPS Mobile Banking App.

1.2 Depending on your financial position and our lending assessment, we can guide you on which of our Credit Cards you are eligible for.

**APS VISA Classic Credit Card** - minimum Credit Limit of €1,000

**APS VISA Gold Credit Card** - minimum Credit Limit of €4,000

1.3 All Facilities are subject to normal bank lending criteria and final approval from us. We reserve the right to accept, decline and withdraw your Credit Card at any point in time, based on your financial position, our lending assessment, and your bank account/s' conduct.

1.4 We shall have the right to refuse an application for the Credit Card. The filling in of an application form does not automatically mean that a Credit Card will be granted to the applicant.

1.5 You agree that you have read, understood and accepted these Credit Card Terms and Conditions, even if they are only provided in electronic format. Nonetheless, the retention of these Credit Card Terms and Conditions is recommended for future reference.

## 2. Interest, statements and repayments of the Credit Card

2.1 Debit interest

Debit interest shall be charged at the rates stipulated in the Credit Agreement and this shall be due by you on debit balances on the Credit Card. The debit interest shall be calculated in accordance with use of the Credit Card as set forth in the following table, according to how the Merchant classifies the transaction and as permitted by us.

<p><b>Cash Advances / Withdrawals</b></p> <p>These refer to any cash related transactions, including, but not limited to;</p> <p>Cash withdrawals:</p> <ul style="list-style-type: none"><li>- from ATMs;</li><li>- from banks over the counter;</li><li>- transactions that are processed from any other channel by the merchant as cash.</li></ul>	<p>Debit interest is charged from the date the transaction took place on the Credit Card Account until the date the owed balance is paid in full.</p>
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<p><b>Purchases</b></p> <p>These refer to any purchases, including, but not limited to those:</p> <ul style="list-style-type: none"> <li>- made through EPOS, sometimes using the PIN or contactless;</li> <li>- accompanied by you signing a sales voucher or order form;</li> <li>- carried out over the telephone and/or mail, quoting the Credit Card number and other details;</li> <li>- made to pay for goods and/or services through the internet or other electronic media.</li> </ul>	<p>No debit interest will be charged on purchase transactions repaid to the Credit Card Account within twenty-five (25) days from the date the purchase is shown on the Credit Card eStatement.</p> <p>Once the interest free period passes, debit interest shall be charged at the normal rate until repaid in full.</p> <p>Debit interest may be free up to fifty-six (56) days depending in which month the purchase transaction is showing in the Credit Card eStatement.</p>
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## 2.2 Annualised Percentage Rate (APR)

The Annualised Percentage Rate of charge (APR) is the total cost of the credit, based on the interest rate and the following assumptions:

- i. You spend your Credit Limit in full on local currency purchases on the same day,
- ii. You repay the full utilised Credit Limit in twelve (12) equal instalments inclusive of debit interest,
- iii. Credit Card local currency purchases do not attract debit interest up to fifty-six (56) days from the date of the first local currency purchase transaction. However, in our APR assumption in the SECCI and/or the Credit Agreement this is not calculated, and the debit interest was taken as if it is charged instantly.

You can find the APR in the SECCI and/or in the Credit Agreement. Usage of the Credit Card in a different manner than that set forth above will affect the APR due to other applicable charges, as stipulated in the Bank's Tariff of Charges. Any change in the debit interest rate, in the Credit Limit, and/or the introduction and revision of any other fees and charges, may affect the APR.

## 2.3 Credit Card statements

A statement in an electronic format (eStatement) is generated for each month and provided through myAPS Service, if there have been transactions on your Credit Card Account.

If you request for printed format statements, you will incur a charge in line with the Bank's Tariff of Charges.

## 2.4 Credit Card repayments and deposits

Repayments will be made in line with the terms and conditions of the Credit Agreement. In this regard:

- When applying for a Credit Card with us, you need to indicate a Payment Account of your choice held with us and maintained in your sole name. This Payment Account will be used for the repayment of the minimum monthly repayment in connection with the use of the Credit Card.
- If you do not have a Payment Account with us, you hereby authorise us to open a Payment Account and through a separate form instruct us to debit the indicated Payment Account with the minimum monthly repayments.
- The eStatement will show you the minimum amount you need to pay and when the payment is due. Consequently, it is very important that you have sufficient balance in the indicated Payment Account, in line with the provisions outlined in the General Terms and Conditions, Section 16 Managing your

account, debit interest, and the right of set-off.

- You must pay at least the minimum monthly repayment which is five percent (5%) on the utilised Credit Card Facility limit or fifteen Euro (€15) whichever is the highest.
- You can make additional repayments, besides the minimum monthly repayment, to pay off the borrowed balance.
- Any overdue payments, balances exceeding the allowed Credit Limit and the amounts incurred as a result of any Credit Card transactions made in violation of the documentation governing the Credit Card and the Facility, must be repaid immediately.
- Credit Card transactions which go beyond the approved Credit Limit will be subject to a fee and interests in accordance with the Interest Rate Fact Sheet and the Tariff of Charges. You are also bound to immediately pay any such overdrawn amounts. Any additional penalty interests and fees will continue to be charged until any overdrawn amount, beyond the authorised Credit Limit, is regularised.
- Regardless of any additional repayments made, the minimum monthly repayments will still take place as indicated in the provided eStatement.
- Direct deposits in the Credit Card Account such as cash, cheques or inward payments are not allowed. Such deposits need to be first deposited in your Payment Account held with us, and once cleared, the funds can be transferred in the Credit Card Account.
- Deposits from third parties are not allowed directly in your Credit Card Account.
- Deposits received in the Credit Card Account such as but not limited to transaction reversals, credit vouchers, chargeback credits do not contribute towards the settlement of the minimum monthly repayment.
- The repayment authorisation will automatically terminate when any due utilised balances are repaid in full and the Credit Card Facility is closed.
- Fees and charges in relation to the use of the Credit Card such as insufficient funds, late and overdue repayments are debited from the Credit Card Account and they can be found in the Bank's Tariff of Charges [www.apsbank.com.mt/tariff-of-charges](http://www.apsbank.com.mt/tariff-of-charges).

Your Credit Card repayments will be allocated in the following sequence against:

1. fees and interest shown on previous statements,
2. fees and interest shown on the latest statement,
3. fees and interest not yet showing on any statement,
4. cash advances (ATM and OTC withdrawals) shown on previous statements,
5. purchases shown on previous statements,
6. cash advances (ATM and OTC withdrawals) shown on the latest statement,
7. purchases shown on the latest statement,
8. cash advances (ATM and OTC withdrawals) not yet showing on any statement,
9. purchases not yet showing on any statement.

### **3. Use of the Credit Card**

- 3.1 You are authorising us to debit the Credit Card Account by all amounts including any amount charged by another bank and/or Merchant for the use of their ATM, EPOS and other mediums resulting from Card-based payment transaction/s, even if you have not authorised that transaction (liability for Credit Card transactions is subject to Section 8 below), together with all other amounts that you owe us under the Agreement then in force.
- 3.2 Where a bank and/or Merchant has sought authorisation from us, the amount authorised will immediately reduce the amount of available balance on the Credit Card Account.
- 3.3 The Credit Card may be used to pay for goods and/or services from Merchants, or to withdraw cash from a bank, (including over the counter) or ATM, or for any other purposes allowed by us from time to time, up to your available balance on the Credit Card Account. The Credit Card must not be used for illegal purposes.

The Credit Card may be used in Malta and overseas:

- to pay for goods and services from Merchants that display the VISA logo,
  - to withdraw cash from banks or ATMs that display the VISA logo,
  - for any other purposes that may be allowed from time to time.
- 3.4 You must ensure that there are enough funds available in the Credit Card Account to meet all Card-based payment transactions and unless previously authorised by us, you cannot overdraw the Credit Card Account over the agreed Credit Limit. However, subject to Section 8 of these Credit Card Terms and Conditions we shall have the right to charge to the Credit Card Account the amounts of all Card-based payment transactions whether or not the Credit Card Account exceeds the allowed Credit Limit as a result.
- 3.5 The use of the Credit Card may be restricted by us without giving you advance notice if:
- a. you have broken any of the Credit Agreement, Credit Card Terms and Conditions, together with the conditions laid in the important documents mentioned above and in the General Terms and Conditions,
  - b. the transaction does not comply with the Agreement then in force,
  - c. the transaction would cause your Credit Limit to be overdrawn (exceed the agreed Credit Limit),
  - d. your Credit Card repayments obligations are in arrears,
  - e. we consider that the Credit Card has been or is likely to be misused or compromised,
  - f. if we have any other valid reason.
- 3.6 As part of our decision making process and to minimise the misuse of the Credit Card, we may refer an authorisation request back to the Merchant for further information. This may result in you being asked to produce further means of identification. This procedure may also be done on a random basis for fraud prevention purposes.
- 3.7 When a transaction is made in a currency which is different from Euro, the amounts will be converted into Euro at the rates of exchange applicable at the time the transactions are cleared by the International Payment Company, and all charges, are paid by the Cardholder. The Bank's exchange rates [shown against each transaction in the Credit Card eStatement] are the wholesale rates applied by the International Payment Company [as applicable] on the date the transaction amounts are cleared by the International Payment Company, adjusted by a premium as indicated in the Bank's Tariff of Charges. Such foreign currency is subject to any conditions or restrictions that may be imposed by the Central Bank of Malta from time to time.
- 3.8 You cannot 'stop' a payment made using the Credit Card. However, if a Merchant is liable to refund a Credit Card transaction, we will only issue the refund when we receive an appropriate refund voucher. No claim made by you against a third party may be the subject of a defence or counterclaim against us.
- 3.9 We will have no liability for the refusal of a Merchant or any bank to accept the Credit Card. If you are in dispute with or have a claim against a Merchant or bank over a transaction made using the Credit Card, we may give you time to resolve any claim or dispute but may still require payment in accordance with the Agreement. Before we investigate any claim or dispute raised, you need to fill in and sign the Bank's dispute form with all the requested information and documentation.
- 3.10 We shall have the right to refuse payment for goods or services, including those purchased through EPOS, by use of the Credit Card if there are not enough funds in the Credit Card Account to meet such payments and we are not obliged to consider the availability of funds in any other account/s held by you.
- 3.11 If you would like to give instructions to us or would like to ask for information on the Credit Card, we will ask you a number of questions based on the information known by us. These questions will enable us to identify you, for security purposes.



3.12 On expiry, the Credit Card is subject to renewal unless the Agreement is terminated. It is your responsibility to ensure that the renewed Credit Card is in your possession prior to the expiry date of the Credit Card.

3.13 In line with the revised Payment Services Directive (PSD2), Strong Customer Authentication (SCA) is required to ensure that e-commerce payments are performed with multi-factor authentication to increase security of electronic payments.

As part of the SCA requirement, when effecting electronic payments with our cards, it is very important that you have a valid mobile number and that your contact details with us are always kept up to date. Subscription to myAPS Service is also an important requirement as part of the multi-factor authentication.

For more information and assistance in relation to the SCA process when effecting electronic payments with our cards, please refer to [www.apsbank.com.mt/SCA](http://www.apsbank.com.mt/SCA) or contact us through one of our channels.

## 4. The Credit Card and the PIN

4.1 The Credit Card remains our property at all times and must be returned immediately upon our request.

4.2 At the written request of the Cardholder, we may issue a replacement Credit Card and/or PIN. Nonetheless, such an issue is at our sole and absolute discretion.

4.3 The PIN, just like the Credit Card, may only be used by you and must not be disclosed to anyone or recorded in any manner that allows another person to discover it or that might enable the PIN to be identified with the Credit Card. Furthermore, you should note that:

- a. The PIN is unique and is only known to you,
- b. You can easily view the PIN through myAPS Mobile Banking App and it cannot be changed,
- c. The PIN must be kept separate from the Credit Card at all times,
- d. ATMs can only be used by using the Credit Card in conjunction with the PIN,
- e. The PIN may be required to confirm and authorise a transaction at an EPOS,
- f. An erroneous PIN entry for three (3) consecutive times at any ATM may cause the ATM to retain and block the Credit Card from further use. Once blocked, the PIN counter refreshes every midnight same day or upon notification by you to clear the entries,
- g. If the PIN of the Credit Card is entered erroneously for three (3) consecutive times on an EPOS, the chip is automatically blocked. If this happens, you can unblock the chip by using the Credit Card with the correct PIN at any ATMs.

4.4 You must take all reasonable precautions to prevent the Credit Card and the PIN from being used fraudulently. The precautions that you should take include:

- a. Immediately signing the Credit Card (on the back, where indicated) upon receipt,
- b. Keeping the Credit Card in a secure and safe place and check it regularly to ensure that it has not been stolen,
- c. Not allowing anyone else to use the Credit Card,
- d. If you suspect that the Credit Card has been misplaced, report it as lost, even if you think that you have left the Credit Card somewhere 'safe' or 'familiar'. In the meantime, until you report your Credit Card as lost, make sure to temporarily block the Credit Card by using the Freeze functionality on myAPS Service. Once the Credit Card is reported lost, it can never be used again and you need to apply for a new Credit Card with us. In such cases, charges referred to in Section 12 in line with the Tariff of Charges shall apply,
- e. Complying with any other reasonable instructions issued by us regarding the safekeeping of cards, card number or PIN (also referred to as Payment/ Instruments and Security Details),
- f. Not interfering with any magnetic stripe or integrated circuit (chip) in the Credit Card,
- g. Not disclosing the Credit Card number to any third party except in connection with a Credit Card transaction or when reporting to us the loss or theft of the Credit Card,

- h. Not writing down the PIN on the Credit Card or anywhere or disclosing it to anyone else including the police officers and/or our personnel,
- i. Not using the Credit Card if it has been cancelled or withdrawn,
- j. Using the Credit Card only if it has not lapsed, i.e. during the validity period expiring on the last day of the month printed on the Credit Card itself,
- k. Ensuring that all withdrawals comply with these Credit Card Terms and Conditions,
- l. If the Credit Card is damaged in any way, it must be returned immediately to us for replacement and the Credit Card should not be used in the meantime. In such cases, charges referred to in Section 12 in line with the Tariff of Charges shall apply,
- m. Checking that the correct amount is entered or debited before authorising any transaction.
- n. Not disclosing sensitive Credit Card data such as Credit Card number, expiry date, PIN, CVV, except when properly using the Credit Card,
- o. Ensuring that when possible a Credit Card transaction is conducted in your presence,
- p. Carefully checking whether you are entitled for a refund when returning goods. Conduct checks for specific clauses on receipts such as “No Refunds”,
- q. Ensure that you agree with the amount to be charged to your Credit Card. Keep copies of all invoices/ correspondence indicating the description costs of the ordered items,
- r. Carefully reading the terms and conditions provided by the Merchant when ordering items over the internet especially, the return and cancellation policy,
- s. Being aware of scams such as notification of exorbitant winning especially if you have not participated in the lottery and related prize-winning game. These can be received either by post or electronic means such as SMSs, e-mails, or pop-ups,
- t. Being vigilant to any person/s who offer/s assistance while using the ATM especially if you have not requested such assistance and the person/s is/are not our employee/s,
- u. Being aware of fraudulent calls asking for the Credit Card number and sensitive data such as the CVV and the Credit Card expiry date,
- v. For additional security, you can Freeze (temporarily block) and Unfreeze (unblock) your Credit Card instantly through myAPS Service,
- w. We strongly recommend the use of secure sites, software, and devices when disclosing the Credit Card Details over the internet.

4.5 You must keep your Payment Instruments and Security Details in a safe and protected place and must use them responsibly and not disclose their content or transfer them to any third party.

4.6 We shall not be held responsible for any loss or damage suffered by mishandling and/or failure to observe these obligations and the guidelines in relation to Protecting your security details and payment instruments outlined in Section 18 within the General Terms & Conditions. [www.apsbank.com.mt/terms-and-conditions](http://www.apsbank.com.mt/terms-and-conditions)

## 5. myAPS

One of the requirements to be eligible to have a Credit Card with us is being registered to myAPS Service. This will help you to safely and efficiently operate and manage your Credit Card.

These are some of the functions that will help you stay in control of your Credit Card through myAPS Service:

1	<b>Activation of the Credit Card</b> – For added security, the Credit Card needs to be activated through myAPS Service before you can start using it. We strongly recommend to only activate the Credit Card when you receive it.
2	<b>Viewing of Credit Card status</b> – This will enable you to have visibility of your Credit Card status whether it is inactive, active, temporary blocked (Frozen) or stopped.

3	<b>Viewing of balances &amp; transaction history</b> – Through myAPS Service you have real-time visibility of your Credit Card’s transactions, the utilised Credit Limit and the available balance for your spending.
4	<b>Viewing of PIN</b> – For added security, rather than having the Credit Card PIN mailed by post and having the risk of falling in the wrong hands, the PIN will be instantly and easily viewable through myAPS Mobile Banking App.
5	<b>Freezing and Unfreezing the Credit Card</b> – Another security feature is the option to instantly Freeze (temporary block) and Unfreeze (unblock) your Credit Card through myAPS Service.
6	<b>Viewing of eStatements</b> – By default, you will receive monthly eStatements containing all the Credit Card and payment information of that particular billing cycle.
7	<b>Viewing of Cashback</b> – Through myAPS Service you can check the accumulated Cashback, as described in Section 6 below.
8	<b>Pay Credit Card</b> – You can make additional repayments through myAPS Service from your Payment Account to the Credit Card.

For more information and guidelines in relation to myAPS Service features in relation to the use of the Credit Card, refer to [www.apsbank.com.mt/credit-cards](http://www.apsbank.com.mt/credit-cards)

## 6. Cashback rewards

6.1 When using our Credit Card you will earn Cashback rewards.

For every €10 spent:

APS Visa Classic Credit Cards earn €0.01c per posted transaction

APS Visa Gold Credit Cards earn €0.02c per posted transaction

6.2 Cashback are rewarded for each individual transaction on amounts of €10 and over. Any amounts below €10 in value will not earn Cashback rewards and will be disregarded.

6.3 You can view your accumulated Cashback through myAPS Service and/or on your monthly Credit Card eStatement.

6.4 Earned Cashback will automatically be deposited in your Credit Card Account after the eStatement is issued.

6.5 Not all transactions earn Cashback. Exclusions include but are not limited to:

- ATM / OTC withdrawals,
- All interest and fees,
- Gambling transactions,
- Deposits on the Credit Card Account,
- Government Services.

6.6 We reserve the right to reverse, amend and deduct earned Cashback at our own discretion and at any time.

6.7 If you breach the Agreement, we reserve the right not to give you Cashback rewards against your spending.

6.8 Transactions carried out with your Credit Card to effect payments on behalf of third parties (in particular business related transactions) may be excluded from earning Cashback.

## 7. Insurance benefits

We provide the below insurance benefits, free of charge, depending on the Credit Card you are eligible for:

Purchase Protection Insurance - APS Visa Classic Credit Card and APS Visa Gold Credit Card  
Travel Insurance and Life Insurance - APS Visa Gold Credit Card

### 7.1 Travel Insurance and Purchase Protection Insurance

The Travel Insurance and Purchase Protection Insurance are provided and underwritten by Atlas Insurance PCC Limited (Atlas).

The Bank assumes no liability or responsibility for any of the contents within the Atlas policies. Moreover, the Bank has no authority nor is involved in any decision taken by Atlas in respect of any claim and no advice is given on the contract of insurance.

Please carefully read and understand the Atlas Travel Insurance and Purchase Protection Insurance policies, to familiarise yourself with their benefits, exclusions and terms and conditions.

Policy documents, Insurance Product Information Documents (IPIDs) and guidance how to make a claim are available from [www.apsbank.com.mt/credit-cards](http://www.apsbank.com.mt/credit-cards)

### 7.2 Life Insurance Cover

APS VISA Gold Credit Cardholders have the benefit of a Life Insurance cover underwritten by IVALIFE Insurance Limited (IVALIFE).

**Eligible Persons:** APS VISA Gold Credit Cardholders aged between eighteen (18) years and up to the age of sixty-six (66) years.

**Maximum Sum Insured:** As an APS VISA Gold Credit Cardholder, in the event of your death, any amount owed to the Bank on the APS Visa Gold Credit Card, up to a maximum amount of ten thousand (€10,000), will be repaid in your Credit Card Account to set off such debit balance.

**Exclusions:** Exclusions and restrictions apply, without limitation,

subject to the terms and conditions of the IVALIFE policy, IVALIFE shall be liable for claims directly or indirectly caused by, resulting from, or in connection with, war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, terrorism, mutiny, civil commotions assuming the proportions of or amounting to a popular uprising, insurrection, rebellion, military or usurped power or any acts of any person acting on behalf of or in connection with any organisation actively directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence, provided that:

- such events take place in your country of residence and that you do not actively participate in any of them; where an active participant is not only a person serving in any capacity as a member of the armed forces or the police force or belongs to the agitating persons, but also a person who supplies, transports or otherwise handles installations, equipment, devices, vehicles, weapons or other materials for waging war on behalf of a warring party or for supporting or suppressing a riot etc., or is otherwise engaged in any of the aforementioned events (e.g. as a journalist, a doctor or paramedic); or
- you are involuntarily affected by a sudden outbreak of any of the aforementioned events while travelling outside the country of residence, provided that you leave the war zone or area of conflict within a period of seven (7) days, where possible; for the avoidance of doubt, you are not affected involuntarily where you undertake work-related travel to a war zone or an area of conflict or are travelling to such an area in anticipation of a possible outbreak of the aforementioned events in order to do your job.

- Notwithstanding the above, IVALIFE shall not be liable for claims directly or indirectly caused by, resulting from, or in connection with nuclear, biological, or chemical weapons or material.

**Obligations:** In the event of your death, the relevant inheritance laws shall apply to the various accounts, products and services held with the Bank. To be covered by the Life Insurance, your heirs must provide us with an original death certificate and any other relevant documentation requested by us, not later than twelve (12) months from the date of death. Should such documentation not reach the Bank by these timeframes, we would not be able to make the claim and will forfeit the Life Insurance coverage. As a result, any and all amount/s owed by you shall continue to be due to the Bank.

## 8. Lost, theft and / or misuse of Credit Card/s

- 8.1 You must take all reasonable precautions, including the ones mentioned in Section 4 above, to prevent the loss, theft or misuse of the Credit Card. Nevertheless, if the Credit Card is lost or stolen or is liable to be misused or you suspect that someone else has discovered the PIN, Freeze the Credit Card and notify us immediately by using our emergency telephone numbers: **+356 2122 6644**.

After office hours, the calls to stop a lost or stolen Credit Card received during Monday to Saturday after 8:00 pm, on Sunday's and Public Holidays will be diverted to a third party based outside the EU, responsible to handle such calls on our behalf. Such calls can be handled in the English language only. There are no additional costs borne by you for such call diversions to this third party.

In the eventuality that you cannot reach the Bank to stop a lost or stolen Credit Card, you can contact the "VISA Customer Support" on **001303-967-1096** who will assist you for emergency requests on a twenty-four (24) hour basis. Full details may be found on [www.visa.co.uk/support/consumer/lost-stolen-card.html](http://www.visa.co.uk/support/consumer/lost-stolen-card.html).

Upon receipt of notification that the Credit Card has been lost, stolen or misused, we will then take steps to stop the use of the Credit Card. If requested by us, you must return the Credit Card cut in half.

- 8.2 Whenever the Credit Card is lost, stolen or misused, you must co-operate with us and the police officers in their efforts to recover the Credit Card by providing all the information in your possession as to the circumstances of the loss, theft or misuse of the Credit Card or the disclosure of the PIN and to take all the steps deemed necessary by us to assist in the recovery of the Credit Card.

You must also co-operate with us and the police officers in their efforts to investigate any unauthorised transactions reported on the Credit Card Account. If you are requested by us to report such transactions to the police, this must be done as soon as possible and in any event within seven (7) days of the request. If you find or retrieve the Credit Card after it was reported lost or stolen, you must not use it but should be returned to us cut in half, if requested.

- 8.3 Subject to Clause 8.1 above and the provisions of this Clause, we will investigate the unauthorised transactions and, if we are reasonably satisfied that the transaction was not authorised by you and unless you are liable under Clause 8.5 of these Credit Card Terms and Conditions, we will pay back the entire amounts of the transaction/s debited to the Credit Card Account following the notification, in accordance with Clause 8.1, by not later than thirteen (13) months after the debit date and which are due to the Credit Card. Any amount in excess of fifty euro (€50) debited to the Credit Card Account prior to notification under Clause 8.1 shall be paid back by us, with you bearing the first fifty euro (€50). However you will be unlimitedly responsible for all transactions carried out with the Credit Card and PIN in the case of any breach of action as outlined in Clause 4.4.

- 8.4 Before we are able to process any refund which you may be entitled, we may require your written notification confirming that you did not effect the Credit Card transaction featuring on your eStatement.

- 8.5 If the Credit Card is obtained or misused by someone else with your consent or through your gross negligence, then, subject to any statutory limitation, you will be liable without limit for the sums charged to the Credit Card Account due to the use of the Credit Card up to the time we are informed in accordance with Clause 8.1 above.
- 8.6 In the event of suspicion of breach of the security of your Credit Card, or of unauthorised use of the Credit Card, we may communicate with you by phone, e-mail, SMS or any other means regarding specific transactions. If you receive an e-mail or SMS alert pertaining to a specific transaction that was not authorised by you, you must Freeze the Credit Card and inform us immediately on **+356 21226644** to stop the Credit Card. For your security, we reserve the right to temporary block the Credit Card immediately even if no communication is reached.

## 9. Return of Credit Card/s and ending of the Agreement

- 9.1 You may terminate the Agreement at any time by notifying us in writing and after repaying in full any debit balance owed to us in connection with the use of the Credit Card. It is very important that we confirm your identity and matters related to the Credit Card Account. If requested, we may ask you to return the Credit Card cut in half.
- 9.2 We can block, stop and/or cancel the Credit Card immediately and without notice, if:
- We consider that the Credit Card that you have with us has been or is likely to be misused,
  - The agreed Credit Limit, on the Credit Card Account is exceeded,
  - Any terms and conditions of the Agreement or any other facility that you have with us is broken,
  - The Credit Card is considered by us as inactive, meaning that the Credit Card has not been used for a specific period of time,
  - Any information given by you to us in your application form proves to be incorrect,
  - You die or you are declared bankrupt or insolvent or you have similar legal proceedings taken against you,
  - Any other event occurs, or circumstances arise which in our opinion are likely to affect materially and adversely your ability to perform all or any of your obligations under or otherwise to comply with the Agreement.
- 9.3 Notwithstanding Clause 9.2 above, we may end the Agreement, if there are valid reasons for doing so, at any time and were reasonable, by giving you prior notice in writing. Suspension of the Credit Card shall likewise be communicated to you in writing as will the re-activation of the service.
- 9.4 Termination of the Agreement by us will not affect any rights or obligations of either of the Parties including, your liability to us existing at that time. Upon termination for whatever reason, all amounts due will be payable in full on demand. Interest will continue to accrue on the balance outstanding at the highest commercial rates prevailing at the time.
- 9.5 If the Agreement ends:
- You will continue to be liable for any Credit Card transaction made before or after its termination,
  - Interest will continue to accrue on the debit balance outstanding at the highest commercial rates prevailing at the time, or, if otherwise agreed between both Parties, whichever is the higher,
  - Subject to compliance with any procedures required by statute and / or the Agreement, we may require that you immediately pay all the money you owe us,
  - You shall be entitled to a pro-rata refund of the annual fee charged by us, if applicable,
  - Any rights or obligations of either Party will remain valid.

## 10. Changing the Terms and Conditions

- 10.1 We may change these Credit Card Terms and Conditions, including fees, commissions, and charges, by introducing new ones, at our own discretion. Kindly refer to our General Terms and Conditions for more detail.

- 10.2 If we withdraw any Credit Card, we may, at our discretion, also change the applicable terms and conditions in accordance with Clause 10.1 above and, if necessary, issue a new Credit Card to you. We may also cancel the old Credit Card and replace it with a new one. In such cases, the use of the Credit Card will become subject to the new terms and conditions. Nevertheless, this Clause does not limit our rights under these Credit Card Terms and Conditions.
- 10.3 Changes to these Credit Card Terms and Conditions shall be communicated to you at least two (2) months before coming into force. In the absence of the receipt of any objection in writing from you, it shall be deemed that you have accepted the changes, which shall be deemed to form part of these Credit Card Terms and Conditions.
- 10.4 Subject to the provisions of the Credit Agreement, you can end the Agreement under Clause 9.1 above if you do not like any change effected by us as aforesaid. Any such termination shall not result in you incurring any charge for termination.

## **11. Credit Card promotions**

- 11.1 In line with the Marketing Opt-In selected instructions included within our Data Privacy Policy, we may from time to time advise you of details of Credit Card promotions.
- 11.2 From time to time we may offer different promotions linked to our Credit Card which might result in different offerings. Examples include, but are not limited to, Cashback rewards and Credit Card eligibility.
- 11.3 Any Credit Card promotions will be available subject to such terms and conditions notified by us.

## **12. Fees and tariffs**

- 12.1 All fees, commissions, charges, and interest payable to us in connection with the use of the Credit Card will be charged to the Credit Card Account or Payment Account as applicable and as stipulated in the Bank's Tariff of Charges.
- 12.2 Changes to any interest rate are not subject to Clause 10.3 above. Such changes shall come into effect upon the date specified in the notification of such a change.
- 12.3 You must pay us the costs and expenses of enforcing these Credit Card Terms and Conditions and all such other costs that we may incur and impose whenever you break any terms and conditions of the Agreement.

## **13. Our liability**

- 13.1 In the event that it is established that a transaction was executed erroneously by us, we shall refund any amount and related charges which may have been debited to the Credit Card Account. We shall also bear any interest to which you are subject due to the non-execution or erroneous execution of the transaction in question. This shall be without prejudice to any other remedy, which may be provided for under the Agreement governing the Credit Card Account.
- 13.2 We shall not be liable towards the Cardholder for any indirect or consequential damages, including but not limited to, loss of business, revenue, goodwill, anticipated savings or other commercial or economic loss of any kind.
- 13.3 We shall endeavour to give a complete service at all times but we shall not be liable for any loss to you due to:
- a. Any failure or delay in providing our service caused by strikes, industrial action, failure of power supply or equipment, other causes beyond our reasonable control and any instances of force majeure

- (unavoidable circumstances), or
- b. Any Merchant, other bank or other person, or ATM refusing or being unable to accept the Credit Card, or
  - c. The way in which any such refusal or non-acceptance is conveyed to you.
- 13.4 You shall be entitled to request us a refund of any transaction effected through a Merchant where you can produce evidence that the authorisation did not specify the exact amount when you gave the said authorisation and the amount of the transaction exceeded the amount you could reasonably have expected taking into account your previous spending patterns and the relevant circumstances of the case. Any such request is to be received by us within eight (8) weeks, from the date on which the amount claimed was debited to the Credit Card Account and we shall inform you whether it will be allowing your request within ten (10) working days of receiving the same. We reserve the right to refuse a request for refund received from you upon providing justification for such refusal. If you do not accept such justification, you can refer with our **Feedback and Complaints Handling Policy** [www.apsbank.com.mt/feedback](http://www.apsbank.com.mt/feedback) . You can additionally submit your feedback and complaint in line with the guidelines laid down in the General Terms and Conditions, **Listening to our customers, Section 28**.

## 14. General

- 14.1 You are to check the entries on the eStatements for possible processing errors that may have unintentionally occurred at the time of the transaction.
- 14.2 We may from time to time make additional services or benefits available to you.
- 14.3 You may not assign or transfer any of the right/s and / or obligation/s under these Credit Card Terms and Conditions.
- 14.4 Any security given by you to us does not apply to these Credit Card Terms and Conditions.
- 14.5 We may exercise the right to use any credit balance on any other account that you hold with us to reduce or repay any sums you fail to pay under the Agreement in line with the provisions outlined in the General Terms and Conditions, Section 16 - Managing your account, debit interest and the right of set-off.
- 14.6 Without prejudice to Section 10, we reserve the right to lay down further conditions and / or to amend these Credit Card Terms and Conditions (including the Tariff of Charges and Interest Rate Table) for any reason whatsoever. Where applicable reasonable notice thereof shall be given in line with the provisions of the General Terms and Conditions.
- 14.7 When effecting transactions with the Credit Card, you should also refer to the Payment Services Terms & Conditions, which are deemed to be part of this Agreement. Any conflict between the provisions of the two should be resolved in favour of the Payment Services Terms & Conditions.
- 14.8 These Terms and Conditions are governed by Maltese Law and the Parties submit to the exclusive jurisdiction of the Courts of the Maltese Islands.



# Contact us

**Call** (+356) 2122 6644

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