

**CONDUCT-RELATED DATA RETURN
FOR CREDIT INSTITUTIONS
GLOSSARY**

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REVISIONS LOG

VERSION	DATE ISSUED	DETAILS
1.0	April 2023	DOCUMENT ISSUED

GLOSSARY

This Glossary should be read in conjunction with the Guidelines on the compilation and submission of the Conduct-Related Data Return for Credit Institutions.

The purpose of this document is to define certain terms included in the Conduct-Related Data Return.

C

Complaint

Any oral or written expression of dissatisfaction, whether justified or not, from, or on behalf of, a person about the provision of, or failure to provide, a financial service or a redress determination, which:

- (a) alleges that the complainant has suffered (or may suffer) financial loss, material distress or material inconvenience;
- and
- (b) relates to an activity of that respondent in marketing or providing financial services or products, which comes under the jurisdiction of the competent authority.

D

Deposits

Defined in accordance with the Table of Part 2 of Annex II to REGULATION (EU) 2021/379 OF THE

Digital means

EUROPEAN CENTRAL BANK of 22 January 2021 ('ECB BSI Regulation').

Any provisions of banking products or services not involving partly or full face to face communication or telephone calls.

E**Equity Release**

Credit agreements where the creditor: (a) grants on loan a lump sum, periodic payments or other forms of credit disbursement in return for a sum deriving from the future sale of a residential immovable property or a right relating to residential immovable property; and (b) will not seek repayment of the credit until the occurrence of the death of the consumer or his/her move to long-term care or any one or more other specified life events of the consumer as may be defined by the competent authority, unless the consumer breaches his contractual obligations which allows the creditor to terminate the credit agreement:

Provided that the creditor cannot commence proceedings, judicial or otherwise, for the sale or other transfer of the property securing the equity release financial product for a period of at least thirty six (36) months from the death of the consumer or his/her move to long-term care:

Provided further that, in the case of a move into long-term care, the creditor and the consumer may agree to retain the equity release financial product even after the lapse of such thirty six (36) month period, for so long as such agreement subsists, until the death of the consumer, and any such other product as may be defined as an equity release

Erroneous Transactions

financial product by the competent authority from time to time.

Transactions processed with an error affecting one or more of the client's accounts.

F**Fees and charges**

Fees/charges for products and services provided or requested.

Financial Innovation

Act of creating and / or distributing new products, processes, business models and markets, including the new application of existing ideas in a different market context.

G**General admin/customer services**

Complaints included in this subcategory relate, inter alia, to any kind of information provided by the institution after the purchase of a banking products or services. Also included are cases where the institution has failed to provide any necessary information to the customer after the acquisition of the banking product or services. Problems primarily relating to inheritance issues may be recorded in "General admin/customer services".

I

Issues with the automated platform

Under this category complaints related to any platforms used for the provisions of products or services should be included.

P**Payment Account**

Account held in the name of one or more consumers which is used for the execution of payment transactions.

Payment Account with Basic Features

A payment account with basic features shall include the following services:(a) services enabling all the operations required for the opening, operating, and closing of the payment account;(b) services enabling funds to be placed in the payment account;(c) services enabling cash withdrawals from the payment account within Malta and other Member States:(i) at the counter of the publicly accessible premises of the credit institution, including any branches thereof, whether located in Malta or in any other Member State; and(ii) at automated teller machines;(d) execution of the following payment transactions in and outside Malta: (i) payment transactions through the payment card, including online payments;(ii) credit transfers, including standing orders, at, where available, terminals and counters and via the online facilities of the credit institution; (e) execution of direct debits within the European Union.

Q**Quality or lack of information
provided to the client**

Product or advisor disclosures, reports sent to client and client agreements.

R**Retail clients**

Any client meeting any of the following criteria:
(a) a natural person making use of Retail Products who is acting for purposes of his/her personal accord (personal client), including instances whereby he/she is carrying out a business venture, trade or profession under his/her own personal name (sole trader);
(b) an enterprise which employs fewer than ten persons and whose annual turnover and, or annual balance sheet total does not exceed two million euro (€2,000,000) (Micro-Business).

S**Savings accounts redeemable
at notice**

Savings account product with a withdrawal notice period.

T**Term deposit accounts**

Deposit accounts having a fixed maturity date.

U

Unauthorised transactions

Transactions affected on a customer's bank account without prior authorisation of the same customer/account holder.

V

Value of deposits

The value of available balance.

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