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# CUSTOMER RELATIONSHIP AGREEMENT

**Terms and Conditions**

**Lloyds Bank (Gibraltar) Limited**

Effective from 2 September 2016

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**LLOYDS BANK**

## This booklet contains:

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- information about how to contact us and how we will contact you;
  - an explanation of what makes up our agreement with you for personal banking and related services;
  - our terms and conditions, divided into sections setting out what you and we agree to do under this agreement.
- To help you find what you need, we list the main points of each section under 'What's in this booklet?'

### **Please:**

- read this booklet carefully and keep it for future reference;
- ask us if you have any questions, using the contact details we provide;
- note that the examples in this document (shown by ⓘ) help to explain our terms but don't form part of the conditions. However, information shown in boxes without an ⓘ still forms part of the conditions.

For information about your statutory rights, please contact the Gibraltar Office of Fair Trading.

# Table of Accounts

Accounts in this table are grouped according to the banking system on which they are held and the functionality available on the accounts.

## Accounts to which this Agreement applies

### GROUP A ACCOUNTS

No Group A Accounts are currently available.

### GROUP B ACCOUNTS

Account Name	Type
Premier International (€ and US\$)	Current Account
International (€ and US\$)	Current Account
International Premier (€ and US\$)	Current Account
International Incentive Saver	Savings Account
International Bonus Saver	Savings Account
Money Market Call	Savings Account
Fixed Term Deposit*	Fixed Account
Other Call/Deposit Accounts held with us and not listed elsewhere in this Table of Accounts	Savings Account

\* This Account is a 'restricted savings account' for the purposes of Section F of this booklet. All other Accounts are 'payment accounts' for the purposes of Section F.

### GROUP C ACCOUNTS

No Group C Accounts are currently available.

**Important Note:** This Table of Accounts is current as at 2 September 2016. We may change this Table of Accounts by giving you notice as set out in Section F of this booklet. A copy of the current Table of Accounts, available from time to time, is available on our Website [lloydsbank.com/international](http://lloydsbank.com/international) or on request (including from our offices or telephone banking).

# How we can contact you

We may contact you by post, telephone and electronically using the contact details you give us, including any address you have agreed we should use for electronic communications. **We never ask for details about your account, devices, security details or any confidential information by email. So please do not reply to an email asking for this information.**

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## Meaning of words we've used

card	Any debit or other payment card – or card details – that can be used to make a payment from your account using a payment scheme such as Visa.
electronic, electronically	Any form of message made by any type of telecommunication, digital or IT device – including the internet, email and SMS.

You must tell us if your name or contact details change. If you don't tell us, we will not be responsible if we cannot contact you or we send confidential information to an old address. We may charge reasonable costs for trying to find you if your contact details are out of date.

# How to contact us

For details of how to contact us, see Appendix 2.

## Recording calls

We may listen in to or record phone calls to:

- check we have carried out your instructions correctly and are meeting our regulatory obligations;
- help detect or prevent fraud or other crimes; and
- improve our service.

# What's in this booklet?

Here is a list of the sections in this document, to help you find what's important to you more easily.

Topic	Read more about this
<b>Our Agreement with you</b>	Section A
<b>Checks, account security and keeping you informed</b>	Section B
<b>Making and receiving payments</b>	Section C
<b>Interest and charges</b>	Section D
<b>Overdrafts</b>	Section E
<b>How and when we can make changes to this Agreement</b>	Section F
<b>How we manage joint accounts</b>	Section G
<b>Can someone else operate your account?</b>	Section H
<b>Who is responsible for any loss?</b>	Section I
<b>Using money between accounts ('set-off')</b>	Section J
<b>Ending this Agreement or an account, benefits package or service, or suspending an account, benefit or service</b>	Section K
<b>Other important terms</b>	Section L
<b>Additional important information</b>	Section M
<b>Important facts about your personal information</b>	Section N
<b>How long will your payment take?</b>	Appendix 1
<b>How to contact us</b>	Appendix 2

# Section A

## Our Agreement with you

Our Agreement with you is made up of:

- the 'general conditions' in this booklet, which are the main terms for your account and for our overall relationship with you for personal banking services; and
- the 'Additional Conditions', which are the interest rates, charges and other terms that apply to a specific account or service. We give these to you when speaking to you or in documents such as our application forms, specific account terms and conditions ('Account Conditions'), letters or leaflets (such as welcome packs), on our website and in our banking charges guides

So that we can provide you with our bank accounts and services, we have made arrangements with Lloyds Bank International Limited. This means that, although your account(s) are held with Lloyds Bank (Gibraltar) Limited in Gibraltar:

- Lloyds Bank International Limited will provide you with some of our services on our behalf, including sending you letters and statements.
- You can give instructions directly to Lloyds Bank International Limited.
- You will have no direct or indirect contractual relationship with Lloyds Bank International Limited, but you may be contacted by, or be asked to contact, Lloyds Bank International Limited directly.
- Lloyds Bank International Limited operates in Jersey, Guernsey and the Isle of Man and is subject to their individual laws and regulations.
- We will be asked to share some of your account information with Lloyds Bank International Limited so it can provide these services to you. This could be in Jersey, Guernsey or the Isle of Man.



**Additional Conditions include things like minimum and maximum balances you have to keep on an account and how to qualify for a particular account, service, rate or benefit. Please contact us if you would like more information on any Additional Conditions which apply to your account.**

If Additional Conditions conflict with a general condition, the Additional Conditions apply.



**Under the general conditions, you can make payments to accounts with other banks. If the Additional Conditions for a savings account say you can only make payments to another account with us, those Additional Conditions apply instead.**

You must not open or use a personal account to hold money for someone else (including as a trustee or personal representative) or for the purpose of a business, club, charity or other organisation without our consent. We have different Agreements for customers who are not personal customers.

### Meaning of words we've used

account	Any account you hold with us that is covered by this Agreement.
Lloyds Banking Group	This includes us and a number of other companies using the Lloyds Bank, Halifax and Bank of Scotland brands and their associated companies. You can find more information on the Lloyds Banking Group at <a href="https://lloydsbankinggroup.com">lloydsbankinggroup.com</a>
we, us, our	Lloyds Bank (Gibraltar) Limited
you	The account holder entering into the Agreement with us (including your successors)

We explain the meaning of some other words at the start of each section of this booklet.

# Section B

## Checks, account security and keeping you informed

We need to make sure that only you can access your accounts. This section explains what you and we both need to do to protect your information and accounts. It also covers the information we will give you about your account.

### Meaning of words we've used

device	Anything such as a card, electronic wallet, smart phone or another device that you can use on its own or in combination with your security details to access your account or give instructions.
security details	Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code (or PIN) or biometric data such as a fingerprint).

### 1. How do we know we are dealing with you?

- 1.1 If you contact us or we receive an instruction we will assume we are dealing with you and will provide information about your accounts and services and act on instructions (without further confirmation, though we may also request additional information or written confirmation of your instructions in some circumstances) if we have checked your identity, for example in one of the following ways or in any other way we may introduce:

Method of instructing us	Check
In person in a branch	Evidence of identity (such as a passport) or use of a device with security details
In writing	Your signature
Telephone or internet banking or using a device	Use of your security details
Contactless	Use of a device

### 2. How do you and we keep your account secure?

- 2.1 We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.
- 2.2 You must:
- follow instructions we give you, which we reasonably consider are needed to protect your accounts from unauthorised access;
  - not let anyone else (even someone sharing a joint account with you) use any device or security details;
  - not let anyone else give instructions or access information on your accounts unless they have a separate arrangement with us or you have authorised them to operate your accounts for you (see Section H for details);
  - if there is a signature strip on a card we give you, sign the card as soon as you receive it;
  - keep your device secure and protect it from damage; and
  - do all you reasonably can to prevent anyone else finding out your security details.

#### You should not:

- tell anyone your security details;
- choose obvious passwords or codes (such as your date of birth) as part of your security details;
- write your security details on, or keep them with, your device or banking documents;
- write down your security details in a recognisable way; or
- let anyone listen to your calls with us, or watch you entering or using your security details.

- 2.3 You must tell us as soon as possible (see 'How to contact us') if you:
- a. think any device or security details have been lost, stolen, damaged or are being misused; or
  - b. think someone can access your accounts without your authority or has discovered your security details.



**If your card details are stored on a device (like a smartphone) you should tell us if you lose your device.**

- 2.4 If you use an aggregation service we do not provide, we will not treat you as breaking your security obligations as long as you do not give your security details to the service provider. (An aggregation service enables you to view, in one place, information about accounts with different banks.)
- 2.5 If we, the police or other authorities are investigating any misuse (or alleged unauthorised use) of your accounts, you must provide information and help that we or they ask for if the request is reasonable. We may pass related information to other banks or companies involved in payment processing, or to the police or other authorities, in the UK, Channel Islands, the Isle of Man, Gibraltar or (if appropriate) anywhere else.
- 2.6 You are responsible for checking statements, text messages or other account information we give you. We will correct any errors as soon as reasonably possible after becoming aware of them.

### 3. How will you get statements and other information?

- 3.1 For Current Accounts and Savings Accounts we will provide or make available a statement each month if there are payments on the account or, if there are none, at least once a year. Each statement will set out all the payments into and out of your account and will contain other information about those payments. If we do not provide enough information about international payments, you can ask us for details.
- 3.2 We will provide statements by paper. Except for Fixed Accounts, if your account is accessible by internet banking, you can choose to receive statements electronically.
- 3.3 You can ask for information about your accounts or order a paper statement at any branch or through telephone banking. If we have already provided a statement on paper, we will charge you for a duplicate.
- 3.4 For Fixed Accounts, statements will not be issued, but a confirmation (which shows, for example, the fixed rate of interest which applies) will be provided when you open your Fixed Account (including when a new Fixed Account is opened as a result of a Fixed Account which automatically rolls over). For further details refer to the Account Conditions for your specific Fixed Account.

# Section C

## Making and receiving payments

In this section we explain how to make payments from your account and how soon you can use money paid in. We also explain how to stop payments and what happens if something goes wrong.

### Meaning of words we've used

cut-off time	The latest time we can process instructions or add payments to an account on a working day. There are different cut-off times for different types of payments. You can ask us for details.
device	Anything such as a card, electronic wallet, smart phone or another device that you can use on its own or in combination with your security details to access your account or give instructions.
EEA	The European Economic Area, which means the countries in the European Union plus Iceland, Norway and Liechtenstein.
security details	Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code (or PIN) or biometric data such as a fingerprint).
working day	Monday to Friday (except English bank and public holidays). You can give some instructions for payments on non-working days, but we do not complete their processing on our systems until the next working day (except for card payments). This is explained below.

Our office in Gibraltar and the Lloyds Bank International Limited branches in Jersey, Guernsey and the Isle of Man may be closed on certain working days (for example, on bank and public holidays specific to Gibraltar, Jersey, Guernsey or the Isle of Man) and certain services may not be available to you on these days.

The time periods given assume we receive a payment or payment instruction before the cut-off time on a working day. If it is received after the cut-off time or on a non-working day, we will treat it as being received the next working day.

### 4. How can payments be made into your account?

- 4.1 Payments can be made into your account by cheque or by direct transfer from another account. Deposits cannot be made in cash. Cut-off times for payments into your account will depend on how the payment is made. The table below shows what our cut-off times are for receiving payments by cheque or direct transfer.

Method	Cut-off time
<b>Lloyds Bank Branch</b>	Branch closing time
<b>Lloyds Bank office in Gibraltar</b>	Office closing time
<b>Depositpoint™</b>	Lloyds Bank – shown on the Depositpoint™ box Bank of Scotland – Branch closing time
<b>Electronic transfer from another bank account</b>	4pm (UK time)

The tables on the next page show how we process these payments.

#### 4.2 Direct payments received from another bank account

Paying-in method	Does the payment show in your account on the day it is received?	Can you use the money on the day it is received?	Does the payment affect any interest we pay or charge from the day it is received?
Transfers on a working day from another account in your name with Lloyds Bank	Yes.	Yes – immediately.	Yes.
Any other direct payments (e.g. standing order, direct transfer)			

#### 4.3 Sterling cheques (paid in at our office in Gibraltar and at any Lloyds Bank branches in the UK, Channel Islands or Isle of Man)

Payments show in your account on the working day we receive the cheque. The table below explains what happens while the cheque is being 'cleared' (collected from the other bank). If you need to be sure a cheque has been paid, you can ask for 'special presentation' when you pay in the cheque. There is a charge for this service.

Type of account money paid into	When will the payment affect any interest we pay or charge?	When can you use the payment?	When can the cheque be returned unpaid?
A cheque may be paid into a Lloyds Bank branch or Depositpoint™ or (in Scotland) a Bank of Scotland branch or Depositpoint™, the Lloyds Bank office in Gibraltar or sent by post. The cheque will be processed by a central processing team and will be forwarded to them from the person or place at which you paid your cheque. The processing time of a cheque will begin once the cheque is received by this central processing team.	From the fourth working day after the central processing team receives the cheque.	From the fourth working day after the central processing team receives the cheque.	Up to the end of the sixth working day after it is received by the central processing team <b>even if you have already spent it. It may put you into overdraft.</b>  From then on we cannot take money from your account if the cheque is returned unpaid without your consent, unless you have been fraudulent.



If you pay a sterling cheque into your account through a Lloyds Bank branch it will be forwarded to a central processing team. If this central processing team receives the cheque on a Monday, you will see it on your account the same day. It counts towards any interest and you can use the money on Friday and we cannot take the payment out of your account after the following Tuesday.

#### Important Information

We may refuse a cheque for payment into your account if it is more than six months old.

#### 4.4 International payments into your account

This condition covers payments that are received in any currency from banks outside Gibraltar, the UK, Channel Islands and the Isle of Man and non-sterling payments from banks in Gibraltar, the UK, Channel Islands and the Isle of Man.

If we receive a direct payment in a currency different to that of your account, we will convert it into the currency of the account before we pay it into your account using our standard exchange rate. We will then treat it like any direct payment (see condition 4.2). We will normally carry out the exchange on the working day on which we receive the original payment. For some currencies, we may be unable to convert the payment into the currency of the account on the day we receive it. If so, we will convert it as soon as we are reasonably able to and will add it to your account up to two working days after we receive it.

##### What rates and charges apply to an international payment into your account?

- You can find out our current standard exchange rate for the payment by calling us (see 'How to contact us'). Please note that our standard exchange rate (which is set by a member of the Lloyds Banking Group) may vary during the course of each working day (for example, to reflect movements in foreign exchange markets) and may differ depending on the amount of the payment or the type of transaction which is being performed. This means that the rate may change by the time we receive the payment.
- We may take our charges for dealing with an international payment before we add the payment to your account. If we do this, we will tell you the full amount of the payment and the charges that applied.

#### 4.5 Foreign cheque payments

If you want to pay in a foreign currency cheque, or a sterling cheque, where the paying bank is outside Gibraltar, the UK, Channel Islands or the Isle of Man, you must sign the cheque on the back. You must sign your name in the same way as it appears on the front of the cheque. (For example, if the cheque is payable to Mr A Smith you need to sign 'Mr A Smith' on the back). If the cheque is payable to more than one person, each of you must sign the back of the cheque.

Unless you request otherwise, we will "collect" the cheque.

In certain circumstances, if you ask us we may agree to "negotiate" a foreign cheque.

##### Collecting or negotiating a cheque – what's the difference?

If we collect the cheque, we send it on your behalf to the paying bank. We may use an agent to do this. We will pay the amount of the cheque or the sterling equivalent using our standard exchange rate for the payment into your account on the day we get payment from the paying bank. The time this takes will vary depending on the paying bank or its country. You can ask us for details. The cheque will only affect any interest we pay or charge from the working day that we pay the amount of the cheque into your account.

If we negotiate the cheque, we will buy it from you by paying you the amount of the cheque or the sterling equivalent normally on around the tenth working day after we receive it and it will count for interest purposes from the working day that we pay the amount of the cheque into your account. We will then get payment from the paying bank.

If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or the sterling equivalent from your account. We can do this for up to six years after the cheque has been paid. If we converted the cheque into a different currency, we will change it back into the original currency using our standard exchange rate for the relevant currency on the day we take it from your account. We will do this even if you have already spent the money or if it will put you into an overdraft. Depending on changes to the exchange rate between paying the money in and taking it out, we may take a larger or smaller amount from your account than we originally paid in, even if this causes your account to become overdrawn.

If some or all of the money from such a cheque has been placed in a Fixed Account, we reserve the right to take the relevant amount from your account linked to the Fixed Account (even if it will put you into an overdraft) or to amend or cancel the Fixed Account. If we incur any costs doing this (including any interest or charges for overdraw amounts and any charges made by the foreign paying bank) we will take the costs from your account linked to the Fixed Account. We will tell you in writing what we have done and any costs taken from your account.

### Additional information about foreign cheques

- We take charges for dealing with foreign cheques and pass on to you any charges by the foreign bank, including any charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned. We take these charges from the account you told us to pay the cheque into. We will do this even if it will put you into an overdraft.
- Occasionally we cannot get payment of foreign cheques because of local foreign-exchange or other restrictions. If we incur any costs doing this (including any interest or charges for overdrawn amounts and any charges made by the foreign paying bank) we will take the costs from your account. We will tell you in writing before we do this.
- If we have any costs or other obligations as a result of negotiating or collecting a foreign cheque, you must reimburse us (which includes allowing us to set-off the costs under Section J) and take any other steps needed to put us in the position we would have been in had we not tried to negotiate or collect the cheque. This includes any costs we incur of reimbursing a correspondent bank abroad for something that was discovered up to six years after the cheque has been paid.

#### 4.6 When can we refuse to accept a payment into your account

We may refuse to accept a payment into an account if we reasonably believe that:

- doing so may cause us (or another company in the Lloyds Banking Group) to breach a legal requirement; or
- doing so may expose us (or another company in the Lloyds Banking Group) to action or prosecution from any government, regulator or law enforcement agency.

#### 4.7 General terms about payments

If we are told, for example by another bank, that money has been paid into your account by mistake, we can take an amount up to the mistaken payment amount from your account. We do not have to ask you to agree to this, but will let you know if it happens and will act in a way we think is reasonably appropriate for the circumstances.

## 5. How can you take cash or make payments out of your account?

### Meaning of words we've used

available funds	This is: <ul style="list-style-type: none"><li>■ the amount of any credit balance on your account;</li><li>less</li><li>■ any funds showing in your account that are not yet available for use (like recent cheque deposits) and any payments we have authorised but not yet taken from your account.</li></ul>
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#### 5.1 Making a payment

If you want to make a payment or withdraw cash, we will check we are dealing with you as set out in Section B.

If we receive a payment instruction after the cut-off time on a working day, we will act on it on the next working day. The cut-off time for making payments depends on how and where a payment is to be made but is not usually before 3pm (UK time). You can ask us for details and we have some extra information about cut-off times for particular payments in Section M.

If you ask us to make a payment on a future date, we will make the payment on that date, unless it is a non-working day, in which case we will make the payment on the following working day.

If you need to give us a payment instruction which is particularly important, you should contact us in advance either in person or by telephone banking.

### What happens if you don't have enough available funds?

You should check you have enough funds available before you give us a payment instruction. If you ask us to make a standing order or future-dated payment and do not have enough available funds to make the payment on the due date, we will try again to make the payment later that day. If there are still not enough available funds, we will reject the payment. We will only charge a Returned Item Fee if both tries are unsuccessful, and we will not charge more than one Returned Item Fee for that failed payment.

## Meaning of words we've used

SEPA	<ul style="list-style-type: none"><li>▪ The Single Euro Payments Area. We include a list of the countries currently within SEPA in Section M.</li></ul>
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### 5.2 Payment details

For us to make a payment in sterling for you within Gibraltar, the UK, Channel Islands or the Isle of Man, we normally need the sort code and account number (which we rely upon to make the payment), the recipient's full name and any other details we ask for.

To make an international payment we will also need the recipient's address, their bank's name and address and the following details:

- For international payments in euro to a bank account in a SEPA country - The international bank account number (IBAN) of the recipient's account. Sometimes we will also need the business identifier code (BIC).
- For international payments in a currency other than euro to a bank account in a SEPA country - The international bank account number (IBAN) and the business identifier code (BIC) of the recipient's account.
- For any other international payment – The recipient's account number and other information we need for the particular payment, for example if there are individual requirements in the country you wish to send money to.

You must check that the details are correct before asking us to make a payment.

### 5.3 Sterling payments within Gibraltar, the UK, Channel Islands and the Isle of Man (other than payments by card)

If you ask us to make an immediate payment or a future dated payment (including a standing order) to an account at another bank in Gibraltar, the UK, Channel Islands or the Isle of Man the following applies:

- An immediate payment can be made on working days. We will take the payment from your account straightaway and the payment will normally reach the other bank the same working day. The time it takes may vary depending on that bank's ability to process the payment. We will tell you how long the payment is expected to take when you give us the payment instruction.

- If you ask us to make an immediate payment or future dated payment through telephone banking or internet banking to someone you have not made a payment to before, the payment instruction may have to be for (or after) the next working day, so that we can set up our systems to make the payment.

### 5.4 Banker's Drafts/Cheques

You may buy a banker's draft/cheque from us with funds from your account, and can request this by phone using Telephone Banking or by writing to us (see 'How to contact us').

### 5.5 When can we stop or suspend your ability to use your device or security details to make a payment?

We can stop or suspend your ability to make payments using any device or security details if we reasonably consider it necessary because of:

- security – including if you tell us you have lost your device;
- suspected unauthorised or fraudulent use of a device or your security details; or
- a significantly increased risk that you may be unable to pay any money you owe us.

If we do this, we will act in a reasonably appropriate way. Unless the law prevents us doing so or we reasonably believe it would undermine our security measures, we will try to contact you in advance to tell you we are doing this and why.

If we cannot tell you in advance, we will tell you as soon as possible afterwards.

If we stop a card or other device, you must not use it and if it is a physical device which we have given you (such as a card), we can take it if you try to use it, for example in a cash machine.

### 5.6 When can we refuse to act on an instruction?

We can refuse to make a payment or allow a cash withdrawal if:

- our internal security controls require you to produce additional identification or prevent us carrying out the transaction (for example, if it is for more than the maximum amount we set at any point in time) – we will let you know if we are stopping a payment for this reason;
- the payment seems unusual compared with the way you normally use your account, in which case we may investigate further, for example by calling you;
- you do not have available funds to make the payment or you have exceeded a limit we have applied to your account or device – such as the daily limit for withdrawals from cash machines;
- the payment instruction is not clear or does not contain all the required details;

- we reasonably believe that you or someone else has used, is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
- we reasonably believe that someone else may have rights over money in your account (in this case we can also ask – or require you to ask – a court what to do, or do anything else we reasonably need to do to protect us);
- we reasonably believe that doing so may cause us (or another company in the Lloyds Banking Group) to breach a legal requirement, commit a criminal offence, or expose us (or another company in the Lloyds Banking Group) to action or prosecution from any government, regulator or law enforcement agency; or
- any other reason set out separately in this Agreement applies.

We are not liable for failing to allow a cash withdrawal or for failing to make a payment in the circumstances set out above.

5.7 **What happens if we refuse or are unable to act on an instruction?**

Unless the law prevents us, we will try to contact you to tell you we are refusing, or are unable, to act. We will do this as soon as we can and before the time any payment should have reached the bank or building society you are sending it to. If you are using a card to make a payment or withdraw cash, the retailer – or organisation that owns the cash machine – will tell you the payment has been refused. For certain contactless transactions, the retailer or organisation may not be able to confirm at the point the card is used that the transaction has been refused. If you want to check whether a transaction has been accepted, you can call us (see 'How to contact us').

**Additional information about failed payments**

- You can contact us to find out (unless the law prevents us telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.
- We are not liable if a retailer or another organisation (or its cash machine or other machine) does not accept your card or card number.

5.8 **Making direct debits**

Direct debits aren't available on accounts held with Lloyds Bank (Gibraltar) Limited.

5.9 **Using your device for payments**

If you use your card to withdraw cash or to make a payment, we will take the funds from your account after we receive confirmed details of the withdrawal or payment from the relevant payment scheme (such as Visa or MasterCard). This may be on a working or a non-working day.

If you use your device for a transaction (e.g. a cash withdrawal or a payment) in a currency different to that of the account, we will convert it to the currency of the account on the day it is processed by the payment scheme. The exchange rate we use is set by the payment scheme and may be different from our standard exchange rate. We also apply charges to these transactions. You can find our charges in our banking charges guides. You can find out the current exchange rate by calling us (see 'How to contact us').

**Additional information about card payments in another currency**

If you use your card to withdraw foreign currency, unless you use a Lloyds Banking Group cash machine you will be dealing with the bank operating the machine (rather than us) for the conversion into foreign currency. That bank will set the exchange rate and may also charge you for the conversion.

We may replace your card with a different type of card available under this Agreement following a review of your personal circumstances. We will tell you about the features of the card when we send you the replacement card. If the change would alter the terms of this Agreement, we will give you notice as set out in Section F.

5.10 **Can you cancel or change a payment?**

You cannot change or cancel a payment instruction that you have asked us to make immediately (including payments by card) but you can cancel a standing order, regular card payment and any other payment you asked us to make on a future date. To do this, you must tell us by the end of the last working day before the payment is due to be made. If you wish to cancel or change a regular card payment (or if your card details change), you should also tell the business or organisation you're making the payment to, so they can cancel or change it as well. If a retailer agrees to give a refund for a purchase made using a card payment, we will make the refund when we receive details of it from the retailer.

If we have made an international payment for you, we can only recall it (or any part of it) if the recipient bank agrees.

If you ask us to cancel a payment instruction we may charge you our reasonable costs for trying to cancel it, whether or not we succeed. We will tell you the amount of our charges for this at the time you ask to cancel, but this will never be higher than our reasonable costs. In addition, if an international payment is returned to your account, we will change it back into the currency of the account using our standard exchange rate for the payment. That exchange rate may be different from the exchange rate applied to the original payment and so the amount paid back into your account may be less than that originally taken.

If we are told by a banking industry payment scheme such as the Current Account Switch Service that a person you have asked us to pay has switched their account to another bank, we will update your instruction with the new account details. This will mean your payment reaches the correct account within the agreed timescales.

**6. International payments**

For the purposes of this Agreement, an international payment is any payment made to a bank account outside Gibraltar, the UK, Channel Islands or the Isle of Man or a payment in a currency other than sterling to a bank in Gibraltar, the UK, Channel Islands or the Isle of Man.

**Meaning of words we've used**

EEA	The European Economic Area, which means the countries in the European Union plus Iceland, Norway and Liechtenstein.
SEPA	The Single Euro Payments Area. We include a list of the countries currently within SEPA in Section M.

**SEPA credit transfers**

**(a) Our obligations**

- If we permit you to make or receive payment transactions into your account using SEPA credit transfers:
  - (i) we will comply with our obligations under the relevant SEPA rulebook; and
  - (ii) if you wish to change banks and transfer the SEPA credit transfer arrangements you have with us to another bank or if we merge with, take over or are taken over by another bank, we will cooperate with the other bank so as to ensure that the SEPA credit transfer can continue to operate.

**(b) Your rights and obligations**

- If we permit you to make or receive payment transactions into your account using SEPA credit transfers you must comply with your obligations under the relevant SEPA rulebook (also set out in condition 5.2); and
  - If you wish to make a payment using a SEPA credit transfer, you must;
    - (i) provide us with sufficient information for us to make the SEPA credit transfer in compliance with the SEPA rulebook; and
    - (ii) supply the required payment accurately, consistently and completely.
- You are free to obtain SEPA credit transfer services from another bank.
- Without prejudice to any other term of the Agreement, you acknowledge that this condition 6.1 (b) shall be considered as a material term of the Agreement.

You can ask us for more details on how payments are made under the SEPA credit transfer scheme and whether this is available to you.

### **Payments to banks in the EEA (in euro or another EEA currency)**

If you ask us to make a payment to a person with an account at a bank in the EEA, and the payment is in euro or another EEA currency, the payment will reach the other bank in accordance with the time scales shown in Appendix 1 of this booklet. The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.

### **Additional information about international payments**

- If you ask us to make a payment in a currency different to that of the account, we will use our standard exchange rate for that payment at the time we make it unless we agree a different rate with you when you ask us to make the payment. Our standard exchange rates may depend on the amount of the payment or the type of transaction which is being performed. You can find out the current standard exchange rates by calling us – see 'How to contact us'.
- If you make a payment in a currency different to that of the account of the person you are paying, we cannot control the exchange rate applied by the foreign bank.
- When you ask us to make an international payment, we will tell you about any charges that we may apply.
- We have to send an international payment through the banking system in the foreign country and we may need to appoint an agent in that country to do it for us.
- If we necessarily incur any costs or other obligations when acting for you in making an international payment, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not acted for you.

## **7. How long will your payment take?**

Please see Appendix 1 to this booklet which sets out how long each payment type might take to reach the recipient's account, assuming instructions are received before the cut-off time on a working day.

### **Payments outside the EEA, Monaco or Switzerland or in non-EEA currencies**

You can ask us for details about how long the payment should take to arrive. While this will usually be within five working days, we cannot control exactly when it will be received by the foreign bank. This will depend on the banking practice of that country but should be no longer than 14 working days. There is more information on timescales in Section M.

# Section D

## Interest and charges

On some accounts, we pay interest on amounts we hold for you. We charge interest on amounts you borrow, and also have charges for some accounts and some services, including borrowing.

### 8. Where can you find information about our interest rates and charges?

Our banking charges guides or other Additional Conditions contain our interest rates and charges for our accounts and services. You can also find them out by contacting us and on our website (see 'How to contact us').

### 9. How do we work out how much interest to pay or charge?

- 9.1 Unless we have told you otherwise, we calculate any interest we pay or charge at the end of every billing period, based on the daily balance of your account. The daily rate for accounts in Sterling and Hong Kong Dollars is calculated on a year being 365 days, while the daily rate for accounts in all other currencies is calculated on a year being 360 days.



For example, your billing period may be monthly from the 10th of one month to the 9th of the next, but will vary according to the account you hold. Please see your Account Conditions for details.

- 9.2 We pay interest by crediting it to your nominated account. We pay interest on interest once it is credited to your nominated account as it becomes part of the account balance. The Additional Conditions will tell you when we pay interest on your account. This is usually monthly, three-monthly, six-monthly or yearly. If interest is due to be paid on a non-working day, we will pay interest up to, and on, the next working day.
- 9.3 If we pay interest on your account, we will pay it 'gross'. You will be responsible for paying any tax you owe directly to any relevant tax authority.

#### 9.4 **European Union (EU) Savings Tax Directive (EUSTD)**

If you are or become resident for tax purposes in any of the EU jurisdictions or Switzerland, details concerning the way in which this may affect our relationship with you are contained below and in the EU Savings Tax Directive section on our website. Although the Directive, for technical reasons, does not apply between Gibraltar and the UK, there is an "intergovernmental" agreement between the two which has similar effect to the Directive.

You acknowledge that you will be liable for any failure to keep us properly informed of a change in your residence, and for any loss you cause us as a result. We do not provide legal or tax advice. You should obtain your own independent legal or tax advice where necessary or appropriate.

The EUSTD has now been withdrawn from 1 January 2016 but there are still obligations arising before that date which will have to be fulfilled and oblige us to provide information on your account to the relevant authorities. The ultimate replacement for the EUSTD will be the Common Reporting Standard which will continue to oblige us to report information on your account to those relevant authorities.

If you are resident for tax purposes in any of the EU jurisdictions or Switzerland, we are required to disclose to the local tax or competent authorities in Gibraltar details of your identity, residence, account number(s) and the amount of credit interest received on all accounts you hold with us in Gibraltar (together with any additional information we may hold about you and that is required as part of a disclosure), for onward reporting to the tax or competent authorities in the EU country (or Switzerland) in which you reside. You expressly consent to us making such disclosure from time to time and without further notice to you. Further details are set out in condition 28.

- 9.5 We may take any interest and charges you owe us from the same account or from any other account you have with us. We will tell you personally about overdraft charges and interest you have to pay at least 14 days before we take them from your account and will tell you the date this will happen. We charge interest on interest once it has been added to your account balance.

# Section E

## Overdrafts

This section applies to Current Accounts only. We do not offer Planned Overdrafts on our accounts, but may agree to provide an Unplanned Overdraft.

### Meaning of words we've used

available funds	<p>This is:</p> <ul style="list-style-type: none"> <li>the amount of any credit balance on your account; less</li> <li>any funds showing in your account that are not yet available for use (like recent cheque deposits) and any payments we have authorised but not yet taken from your account.</li> </ul>
Planned Overdraft	An overdraft up to a limit we agree in advance.
Unplanned Overdraft	<p>An overdraft we have not agreed in advance. We will regard you as making a request for an Unplanned Overdraft if:</p> <ul style="list-style-type: none"> <li>you try to take cash or make a payment when you do not have available funds; or</li> <li>your account becomes overdrawn because a payment into the account has been returned unpaid by the paying bank, or because we have added fees or charges.</li> </ul>

### 10. When do you have to repay an overdraft and what does it cost?

- 10.1 If your account goes into Unplanned Overdraft, we will write to tell you we have agreed to this. We will not write to you if an existing Unplanned Overdraft is increased.
- 10.2 We may charge interest and fees on our overdrafts.

Details of the fees, charges and interest rates that apply to overdrafts are set out in our banking charges guides.

- 10.3 If you do not have available funds and we do not agree to your request for an Unplanned Overdraft or increased Unplanned Overdraft, you will not be able to make that payment and we will tell you we have declined your request. The charges that apply are set out in our banking charges guides.
- 10.4 An overdraft is repayable 'on demand'. This means we can ask you to repay it at any time.

- 10.5 There are some circumstances where we may need to take money from your account, even if you have already spent it or it puts you into an Unplanned Overdraft. Some examples of when we may need to do this are:

- if a sterling cheque is returned unpaid by the paying bank before the end of the sixth working day from the day we receive and start to process it;
- if a fraudulent or mistaken payment is paid into your account;
- if a foreign bank returns a 'negotiated' cheque or asks for the money to be returned (in which case we may take the currency or sterling equivalent from your account); and
- if we need to recover our charges for dealing with foreign cheques. This covers any charges by the foreign bank for their costs including any charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned, from the account you told us to pay the cheque into.

In these circumstances, you will pay interest on the overdrawn amounts and we will take this from your account.

#### Important Information

If you live in the UK or in certain other jurisdictions, you should not operate your account in a way which may result in an Unplanned Overdraft.

Please contact us for further information.

# Section F

## How and when we can make changes to this Agreement

As this Agreement could last a long time, we will need to change its terms occasionally. We can foresee some of the reasons why it would be fair for us to do this, and have listed them below, but we may in the future also want to make changes for other reasons. You can generally close an affected account or end your relationship with us if you do not want to accept any change we tell you about. In fact, with most of our accounts, you are free to terminate the relationship at any time. We tell you about what we can change in condition 11 and how we may make a change in condition 13.

### 11. What can we change?

- 11.1 We can change the general conditions or Additional Conditions that apply to a particular account, benefit or service at any time in accordance with this Section F unless we have agreed otherwise in the Additional Conditions. For example, we will not change fixed interest rates for so long as we have agreed to keep them fixed.



**We may change any of the terms in this booklet, the interest rates and charges that apply to an account, or the terms on which we provide a benefit that forms part of an added-value account, unless we tell you otherwise.**

- 11.2 We can change the package of benefits included as part of an added-value account and, if a benefit is not provided by us, the provider of the benefit. The new provider may offer the replacement benefit on different terms.



**We may change the provider of an insurance benefit or change the benefits that are included in a package.**

- 11.3 We may also change your account to a different account type as set out in condition 25.

### 12. Why can we make a change?

#### Meaning of words we've used

reference interest rate	An interest rate that is publicly available and linked to a rate we do not set – like the Bank of England bank rate.
regulatory requirement	Any law, regulation, code or industry guidance that applies to us including a requirement of, or undertaking given to, a court, regulator, governmental agency, ombudsman or similar body.

- 12.1 We can make a change for a reason set out below. If we do, the change will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.

Reason	For example
A change in regulatory requirements.	We may have to update our security terms because new legislation introduces tighter standards.
To do something positive for you.	Our payment terms may have to change because new technology enables you to make payments more quickly.
A change in the cost of running our accounts, including changes in our funding costs.	Changes to the Bank of England bank rate that increase or decrease the interest rates we pay savers may affect how much we charge for our overdraft.
Any other change that affects us, if it is fair to pass the impact of the change on to you.	We may introduce new measures to combat fraud or make changes to reflect developments in digital banking.
To make changes to the format of the Agreement, or to make the Agreement clearer	We might change the layout of this booklet.
A change in technology or the systems that we use	We may need to make changes if we discontinue or replace an existing banking system.
A change in a rate which is variable	Our standard exchange rate may vary during the course of each working day (for example, to reflect changes in foreign exchange markets).

- 12.2 We may make changes for any other reason we cannot foresee.



**We may need to respond to changes in the banking sector caused by increased competition that affects how we provide our services and what we charge for them.**

### 13. How and when will we tell you about changes and what are your rights?

- 13.1 In the tables below we explain how we give notice to change terms on particular accounts.

#### Meaning of words we've used

managed interest rate	A rate that we set, and can change, and which isn't a reference interest rate.
non-material changes	Changes to a managed rate where the balance of your account is £100 or less, or we reduce the rate by 0.25% or less. If any change means the rate on your account will have reduced by 0.5% or more in 12 months, we treat it as material and notify you personally.*
payment account	A current account or other deposit account that is not a restricted savings account.
personal notice	A notice we give you individually, for example by letter, electronically or in statement messages or inserts.
published notice	A notice we put on our website and, sometimes, in national newspapers.
restricted savings account	A Fixed Term Deposit Account plus any other account we tell you is a restricted savings account in the Table of Accounts.

\* You can also find out our rates at any time by contacting us (see 'How to contact us').

13.2 **Restricted savings accounts**

Type of change	Notice	Timing of notice before or after the change	Can you close or switch the account without charge?
Interest rate changes that favour you or are non-material (not tracker rates or fixed rates)	Personal or published	As soon as possible, normally within 3 days	Yes, unless the Additional Conditions say you cannot.
Favourable or neutral changes to other terms	Personal or published	No more than 30 days after	
Material changes to interest rates (not tracker rates or fixed rates) that disadvantage you	Personal	At least 14 days before	Yes within 30 days of the date of the notice.
All other changes that disadvantage you	Personal	At least two months before	Yes, at any time before the change.

13.3 **Payment accounts**

Type of change	Notice	Timing of notice before or after the change	Can you close or switch your account without charge?
Changes to interest rates or overdrafts that favour you	Personal or published	No more than 30 days after	Yes, unless the Additional Conditions say you cannot.
All other changes	Personal	At least two months before	Yes, at any time before the change.

13.4 **General** (This table applies to both payment accounts and restricted savings accounts)

Type of change	Notice	Timing of notice before or after the change	Can you close or switch the account without charge?
Increase in the fee for any service where you are told the amount of the fee before using the service	Personal	At least two months before	Yes, at any time before the change.
Changes to Tracker rates	The rate will change automatically in line with the reference interest rate it is linked to. The Additional Conditions will say how soon the tracker rate will change after a change in reference interest rate.		
Changes to standard exchange rates	We can change these at any time and without giving you prior notice. You can find out our current rates by contacting us (see 'How to contact us').		
Changes to the Table of Accounts	Personal	At least two months before	Yes, at any time before the change.

13.5 **What are your rights if you want to close or switch an account or end a benefit or service in response to notice of a change?**

For a change where we give you advance notice, you can tell us you do not want to accept the change (see 'How to contact us'). We will take this as notice that you wish to end the Agreement or close or switch your account immediately (which may require you to repay any overdraft on the account) or end the affected benefit or service. If there is normally a charge for closing or switching your account, it will not apply in these circumstances. If we do not hear from you before the date on which the change comes into force, we will regard you as accepting the change on that date.

For a change where we do not give you advance notice, we will also regard you as accepting the change on the date it comes into force. If you no longer want the change which has been made to apply to you, you can generally close your affected accounts or end your relationship with us at any time, unless the Additional Conditions say that you cannot. Please contact us for further details.

# Section G

## How we manage joint accounts

If two or more of you are joint account holders, you can each give us instructions on your own. This section explains how we deal with you and what happens if the arrangement between you comes to an end.

### 14. What do joint account holders need to know?

- 14.1 We will make payments, allow withdrawals, give information (including about your account) or do anything else if we are asked to do so by any one of you, unless a regulatory requirement means we must make enquiries or confirm instructions with the other account holder. We can also rely on information given by any one of you about the other(s).

#### Examples of things any joint account holder can do without the knowledge of the other(s)

- Take all the money in an account.
- Close an account.
- End a service.
- Ask for electronic statements and correspondence (instead of paper).
- Apply for overdrafts, cards and other services.
- Replace an account or service with another account or service covered by this Agreement.

#### Examples of things we can do for one account holder that count as if we did them for the other(s)

- Send a notice to just one of you.
- Provide any information about your account, but you can ask us to send you separate current account statements if the account holders live at different addresses.
- Record and act on information that any of you gives us about another of you.

- 14.2 You are each, separately, responsible for complying with the terms of this Agreement. If any one of you does not comply, we can take action against any or all of you.



**If there is an overdraft on a joint account, each of you is liable to repay the full amount of the overdraft (not just a share of it) even if you did not know about it.**

### 15. What happens when the arrangement between joint account holders changes or ends for any reason?

- 15.1 When this Agreement ends (or your account is closed), we may pay or transfer money we hold for you under this Agreement (or in the account) to any one of you.
- 15.2 If you want to change the joint account holders (by taking off or adding another person) or authorise someone else to operate the account, you must all agree to this.
- 15.3 If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account individually until the dispute is ended. We would need the consent of all account holders to act on instructions until the dispute is ended.
- 15.4 If one of you dies, we will continue to act on the instructions of the remaining account holder(s) unless we have received notice from all account holders before the death that we should not do so.

# Section H

## Can someone else operate your account?

### 16. How can someone else operate your account?

- 16.1 If you want or need someone else to operate your account, you must either sign a form we give you or show us a power of attorney, signed by you, which authorises them to operate your account.
- 16.2 In certain circumstances, the law may require us to allow someone else to operate your account – for example, if you are no longer able to manage your money, or if you become bankrupt or die.
- 16.3 For security reasons, we may not allow another person access to all of the services we provide to you. If we do allow them to use a service, you can tell them your security details as long as they agree to keep them safe. You should think carefully before doing this though, since you will remain responsible for that other person's use of your security details in the same way as you would be if you were using your security details yourself.
- 16.4 We are not responsible for an act (or failure to act) by someone else allowed to operate your account as long as we did not know or suspect they were acting dishonestly towards you.

# Section I

## Who is responsible for any loss?

It is important for you to understand what you and we take responsibility for and when you may be liable under this Agreement.

### Meaning of words we've used

device	Anything such as a card, electronic wallet, smart phone or another device that you can use on its own or in combination with your security details to access your account or give instructions.
security details	Details or security procedures you must follow or use to make an instruction, confirm your identity or access a device (for example a password, security code (or PIN) or biometric data such as a fingerprint).

## 17. Incorrect payments

### 17.1 When will we refund incorrect payments?

We will immediately refund the amount of a payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, if:

- you asked us to make the payment to an account at another bank in the EEA and the payment was not made properly or never arrived, unless there was a mistake in any of the details in the payment instruction you gave us, or we can show that the payment was received by the other person's bank; or
- the payment was unauthorised (see 'Unauthorised payments' on the next page).

#### Additional information about payment refunds

We will not refund the payment if you tell us more than 13 months after it was made that the payment was not made properly or was unauthorised.

If a payment goes to the wrong person or is delayed because you gave us the wrong details, we will not be liable but we will try to recover the payment for you. We may charge our reasonable costs for doing so.

### 17.2 Are there any special rules about refunds for card payments?

If you have used your card to make a payment, you can ask us to refund the payment if all the following conditions are satisfied:

- the payment was made to a retailer in the EEA, Channel Islands or the Isle of Man;
- you did not specify an exact amount to be paid;
- the amount taken was more than you could reasonably have expected to pay based on the circumstances, including your previous spending patterns; and
- you request a refund within eight weeks of the date the payment was made from your account.

17.3 If these conditions are not satisfied, we need not make a refund ourselves but we will tell you if we can help or suggest other steps you could take.

#### Additional information about card payment refunds

We may ask you to provide information that is reasonably necessary to investigate whether you are entitled to the refund. In addition, you may also find it helpful to contact the person you paid using the card.

Within 10 working days of receiving your request (or of receiving any further information we have asked for), we will refund the payment or inform you of our reasons for refusing to do so.

## 18. Unauthorised payments

You are not liable for any payments or withdrawals from your account that you do not authorise. If you are not liable for a payment, we will refund or pay the amount of the payment and any charges or interest you paid or lost as a result of the payment. We will not have any further liability. There are two exceptions to this rule:

1. If we can prove you acted fraudulently, you will be liable for all payments from the account that we could not stop.
2. If we can prove you have been grossly negligent with your device or security details, you will be liable for payments from your account but only until you have told us your device or security details have been lost, stolen or could be misused. In some cases, you will not be liable for a payment instruction you did not give yourself. These include where we have failed to tell you how to report that your device or security details have been lost, stolen or could be misused.

## 19. What happens if we break the terms of this Agreement?

- 19.1 We are responsible if you suffer loss because we have broken this Agreement. There are three exceptions to this rule:

1. We are not liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary. These include delays or failures caused by industrial action (e.g. strikes), problems with another system or network, mechanical breakdown or data-processing failures.

2. We are not liable for losses or costs where a regulatory requirement means we must break this Agreement.

3. We are not liable for:
  - any loss that we could not reasonably have anticipated when we provided services to you under this Agreement; or
  - business losses or costs you suffer (such as loss of profits or opportunities) because of something we have done, as we make this Agreement with you as a personal customer.

- 19.2 Nothing in this Agreement limits our liability for acting fraudulently or with gross negligence or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

# Section J

## Using money between accounts ('set-off')

Sometimes we can reduce or repay amounts you owe us by using money we hold in other accounts for you.

### Meaning of words we've used

regulatory requirement	Any law, regulation, code or industry guidance that applies to us including a requirement of, or undertaking given to, a court, regulator, governmental agency, ombudsman or similar.
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### 20. When can we use set-off?

The terms in condition 20 apply to your relationship with us and also with each company that uses the Lloyds Bank brand. For condition 20, we act as agent and trustee for each other company using the Lloyds Bank brand.

- 20.1 If we are holding money in an account for you when amounts you owe us are overdue for payment, we may use the money in your account to reduce or repay the amount you owe us. We will only do this if we think it is reasonable, taking into account your circumstances (including that you will still have enough money to meet essential living expenses) and any regulatory requirements.
- 20.2 Amounts you owe us include amounts due under a loan, credit card, mortgage, overdraft or otherwise under the Lloyds Bank brand.
- 20.3 We can use our set-off right if you have accounts that are only in your name as well as joint accounts you hold with another person (X) as shown below:

Money in account for:	Set off against money owed by:
You only	You
You only	You and X
You and X	You and X
You and X	X
You and X	You

- 20.4 In addition, we can in the same way (unless prevented by insolvency law) use money you have in any of your accounts with us to reduce or repay any money you owe to another group company (with the Lloyds Bank brand).
- 20.5 Even if there is a court decision against you or you are fined, we can use money you have in your accounts to pay something you owe us or another group company (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.
- 20.6 Occasionally we receive legal instructions or notices to hold a customer's money for someone else or to pay it to someone else. If this happens, the amount available to the other person will be what is left after we add up what we owe on the affected accounts and subtract what the first person owes us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are prevented by law.

### 21. Applying compensation payments to your accounts

If we decide to pay you money to settle a complaint or to pay you compensation regarding products covered by this Agreement, we may put this money towards any amount you owe us for products covered by this Agreement (such as an overdraft). We will do this in line with any regulatory requirements that apply to us.

# Section K

## Ending this Agreement or an account, benefits package or service, or suspending an account, benefit or service

### 22. Suspending an account, benefit or service

We may suspend an account, benefit or service if we think you don't want it any more because you have not used it for 12 months, or if you are no longer eligible for it. We will give you two months' notice in writing before doing so. If we do suspend an account, benefit or service we may require additional documentation or information from you before acting on your instructions in relation to your account.

### 23. Ending this Agreement or an account, a benefits package or service

- 23.1 This Agreement continues until you or we cancel or end it. The table below shows how this Agreement (or any account, benefits package or service forming part of it) can be ended. If we end it (in whole or in part), we will act in a manner we think is reasonably appropriate for the circumstances and will try to reduce the inconvenience to you.

By	Reason	Notice
You	Any reason (unless the Additional Conditions contain any limitation on closing your account).	None (we may ask you to confirm in writing).
Us	If we reasonably consider that: <ul style="list-style-type: none"><li>■ there is illegal or fraudulent activity on or connected to the account;</li><li>■ you are or may be behaving improperly (for example, in a threatening or abusive way);</li><li>■ by continuing the Agreement we (or another company in the Lloyds Banking Group) may be exposed to action from any government, regulator or other authority or may break a regulatory requirement; or</li><li>■ you have seriously or repeatedly broken this Agreement in any other way.</li></ul>	None.
	Any other reason.	Two months (in writing).

- 23.2 When this Agreement ends, any account covered by it will close, or any benefit or service will stop. If you or we close an account, any benefit or service we provide in connection with it will stop. When this Agreement ends or an account is closed you must:
- (a) repay any money you owe us under the Agreement or on the account (including any payments you have made that have not yet been taken out of your account);
  - (b) pay any charges and interest up to the date the Agreement or account ends;
  - (c) return anything that belongs to us or that we have given you in relation to a closed account, such as any device (cut cards once across the magnetic strip and once through the chip); and
  - (d) cancel any direct payments on a closed account (such as standing orders and regular card payments) into or out of your account. If someone sends a payment to your closed account, we will take reasonable steps to return the payment to the sender.
- 23.3 If this Agreement (or an account, service or benefit under it) ends, it will not affect any legal rights or obligations that may already have arisen or any instructions already given.
- 23.4 When this Agreement ends and your account is closed we will pay or transfer money we hold for you or owe you under this Agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover anything you owe us or, if you have broken this Agreement, any loss of ours that results from you having done so.
- 23.5 In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation which must be valid and binding in the place in which your account is held, before releasing money in your account to your personal representatives.
- 23.6 After this Agreement ends or an account is closed, we will keep our right of set-off and any rights we have under general law. We may continue to hold and use your personal data but only to the extent we need to do so as set out in our Privacy Statement referred to at the end of this booklet under 'Important facts about your personal information'.

# Section L

## Other important terms

### 24. Insurance

If insurance is included with your account, we hold any money we receive for you from the insurer regarding the insurance in our role as a bank and treat it like any other funds paid into your account. It is not held on trust for you or in line with local client money rules. We hold on the insurer's behalf any insurance premiums we collect.

### 25. What happens if you do not meet the conditions we set for an account type?

- 25.1 We may change an account you hold with us to a different account, including one with a different or no benefits package (and lower regular account fees), if:
- (a) you do not pay (or you use an Unplanned Overdraft to pay) your regular account or benefits package fees twice in a row;
  - (b) you stop being eligible for your existing account or any of the benefits on your account in any other way;
  - (c) you hold more than one account with a benefits package; or
  - (d) you make a complaint and we agree that the account may not be suitable for you.

Before changing your account to a different account, we will give you at least two months' notice. We will only change your account to one that we believe is a reasonably suitable alternative.

### 26. Transferring rights and obligations

You may not transfer any obligations or rights, benefits or interests under this Agreement or in your accounts (or income from them) or create any security over money in your accounts in favour of someone else unless we say you can in writing.

We may assign or transfer our rights or obligations under the Agreement at any time, without giving you notice.

### 27. Not enforcing this Agreement

We may not always strictly enforce our rights under this Agreement; for example, we may allow you more time to pay what you owe. If we do this, it will be just a temporary measure and we may enforce our rights strictly again.

### 28. Tax reporting and withholding for customers subject to the tax regime of certain other countries (including the US)

- 28.1 We (or other companies in the Lloyds Banking Group) may be required by legislation or by agreement with tax authorities to report certain information about you and your relationship with us, including information about your accounts:
- (a) to the tax authorities in Gibraltar, which may then pass that information to the tax authorities in another country where you may be subject to tax; or
  - (b) directly to the tax authorities in other countries (such as the US) where we reasonably think or are required to presume you are subject to tax.
- 28.2 If we are required to report information about you or your relationship with us (or both), including information about your accounts, this information includes the account number, the amount of interest paid or credited to the account, the account balance or value, your name, address, country of residence, and social security number or taxpayer identification number.
- 28.3 In addition, we may need you to give us further information, documents or certifications about your identity, tax residence, nationality and status.
- 28.4 If we are required to report information about your accounts, you agree that:
- (a) you will provide additional information and documents we need from you and that confidentiality rights under relevant data protection, bank secrecy or similar laws will not apply to information we report or obtain from you to meet our obligations;
  - (b) if you do not provide us with information or documents we need, we may (i) have to apply a withholding tax to amounts, including interest, we pay to you; or (ii) close your account; or (iii) transfer your account to an affiliate in another jurisdiction; and
  - (c) we will not be liable to you for any loss you may suffer as a result of our complying with legislation or agreements with tax authorities in accordance with this condition, unless that loss is caused by our gross negligence, wilful default or fraud.

## 29. How can you complain?

If you feel we have not met your expectations in any way, please let us know so that we can tackle the problem as quickly as possible.

### Step 1 – Let your usual point of contact know

Tell us about your complaint and how you think it could be resolved by calling into our office, telephoning us on **0345 744 9900 (+44 1539 736 626)** from overseas), 24 hours a day, seven days a week, by contacting your Relationship Manager if you have one or by writing to us at:

Lloyds Bank (Gibraltar) Limited  
PO Box 1252  
Ground Floor  
Royal Ocean Plaza  
Ocean Village  
Gibraltar  
GX11 1AA  
Email: [europe@lloydsbank.gi](mailto:europe@lloydsbank.gi)

or

Lloyds Bank International Limited  
PO Box 12  
Peveril Buildings  
Peveril Square  
Douglas  
Isle of Man  
IM99 1SS.

We will try to resolve your complaint by the end of the next working day. If we cannot do this, we will write to you within five working days to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when to expect our full response. We will also let you know the name and contact details of the person or team dealing with your complaint.

### Step 2 – Office of Fair Trading

If we have not issued our final response within eight weeks from the date you first raised your complaint, or if you are dissatisfied with our response, you can ask the Office of Fair Trading of the Government of Gibraltar for an independent review. The Office of Fair Trading of the Government of Gibraltar will only consider your complaint once you have tried to resolve it with us, so please take up your concerns with us first and we will do all we can to help.

The Office of Fair Trading of the Government of Gibraltar

Suite 975 Europort  
Gibraltar

Email : [oft@gibraltar.gov.gi](mailto:oft@gibraltar.gov.gi)

Any complaints relating to any alleged infringement by us of the requirements of the Financial Services (EEA) (Payment Services) Regulations may be submitted to the Gibraltar Financial Services Commission at the following address:

Payment Services Team  
Gibraltar Financial Services Commission  
PO Box 940  
Suite 3, Ground Floor, Atlantic Suites  
Europort Avenue  
Gibraltar  
Email: [psdcomplaints@fsc.gi](mailto:psdcomplaints@fsc.gi)

You may be able to submit a claim through the European Online Dispute Resolution Platform (available at <http://ec.europa.eu/consumers/odr/>) if you live outside Gibraltar or if you prefer not to deal directly with the Office of Fair Trading of the Government of Gibraltar.

## 30. Law applying to this Agreement

- 30.1 The laws of Gibraltar will decide any legal questions about this Agreement, and about our dealings with you with a view to entering into this Agreement. The courts of Gibraltar will also be able to deal with any legal questions connected with this Agreement and you hereby agree that such courts shall have non-exclusive jurisdiction to settle any such legal questions.
- 30.2 If any term of this Agreement is held unenforceable, unlawful or void by the courts of any relevant jurisdiction, then that term will be separated from the rest of the Agreement and the rest of the Agreement shall continue to be valid and enforceable.

# Section M

## Additional important information

This section does not form part of the conditions for your account but provides further important information that you may need.

### Who we are

Lloyds Bank (Gibraltar) Limited trading as Lloyds Bank, Lloyds Bank International and Lloyds Bank Private Banking. Registered office and principal place of business: Royal Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA. Registered in Gibraltar, no 99982.

### How we are regulated

Lloyds Bank (Gibraltar) Limited is regulated and authorised by the Gibraltar Financial Services Commission for the conduct of banking, investment and insurance mediation business.

### Depositor Compensation Schemes

Lloyds Bank (Gibraltar) Limited is a participant in the Gibraltar Deposit Guarantee Scheme. Details of the Scheme are available on request.

Please note that, in relation to banking services which we provide, you might not be eligible for compensation under a deposit protection guarantee scheme available in your country of residence. If in doubt, contact your local banking regulator, visit their website or seek independent advice.

### Cancellation

We hope you're happy with the account or service you've chosen. However, unless you have a Fixed Account, if you're not happy you have 30 days from opening the account or taking the service to cancel it without charge by writing to us, visiting any branch, or contacting us by telephone or online through internet banking. Our details are shown in the 'How to contact us' section. We will then help you to move to another account we offer or will return your money to you with any interest you have earned on it. This right does not apply to Fixed Accounts. If you have used an overdraft you will have to repay it before you can cancel.

### CHAPS

The cut-off time for making a sterling-to-sterling CHAPS payment is 4.25pm (UK time), subject to local office opening hours. In some cases a payment request may be made up until 5.00pm (UK time) if calling telephone banking.

### International payments

Our International Payments service means you can make an electronic payment from your Lloyds Bank account either to another person outside Gibraltar, the UK, Channel Islands and the Isle of Man (whether in sterling or in another currency), or in a currency other than sterling to another person within Gibraltar, the UK, Channel Islands and the Isle of Man. Depending on the amount you wish to send, we may ask for additional ID before we can accept your instructions for an international payment. You can use this service by visiting our Gibraltar office or by using internet or telephone banking.

The cut off time for making payments depends on how and where a payment is to be made.

Your payment	Cut-off time (UK time)
International payment in euro made through one of our branches or by telephone banking	No earlier than 2pm and no later than 3pm
International payment in a currency other than euro made through one of our branches or by telephone banking	3pm
International payment in any currency made through internet banking	3pm

Condition 7 and Appendix 1 explain how long any payment should take to arrive. Please bear in mind that countries outside Gibraltar, the UK, Channel Islands and the Isle of Man may have different bank holidays, and this could affect when the person you have sent money to is able to draw it out.

As we explain in condition 7, if you make a payment to countries outside the EEA, Monaco or Switzerland or in a non-EEA currency, we cannot control how long it will take to arrive. You can ask us for details when you make your payment. However, as a guide, it should generally take no longer than four working days for a payment in one of our standard available currencies to reach North America, Canada, South Africa, Australia, New Zealand and countries in Europe and the Middle or Far East. A payment in any currency to most other countries operating electronic payment systems should take no longer than 14 working days.

The Single Euro Payments Area (SEPA) currently consists of the countries of the EEA plus Aland Islands, Azores, Canary Islands, French Guiana, Gibraltar, Guadeloupe, Guernsey, Isle of Man, Jersey, Madeira, Martinique, Mayotte, Monaco, Reunion, Saint Barthelemy, Saint Martin, Saint Pierre and Miquelon, San Marino and Switzerland.

### Other information

- We will communicate with you in English.
- Our charges will include delivery costs (if any) and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or pay through us.
- Cashpoint® is a registered trademark of Lloyds Bank plc.
- depositpoint™ is a trademark of Lloyds Bank plc.
- You can ask for a copy of this Agreement or download it from our website.
- For more information visit us at [lloydsbank.com/international](https://lloydsbank.com/international) or go to any Lloyds Bank branch.

# Section N

## Important facts about your personal information

This information is not part of your Customer Relationship Agreement.

### Who we are

Your information will be held by Lloyds Bank (Gibraltar) Limited and Lloyds Bank International Limited which are parts of the Lloyds Banking Group. More information on the Group can be found at [lloydsbankinggroup.com](https://www.lloydsbankinggroup.com)

### How we share your information with Group companies

Your personal information will be shared within the Lloyds Banking Group to enable us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.

### Using your information for fraud prevention

We will share your personal information with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies to prevent fraud and money laundering. Further details explaining how information held by the fraud prevention agencies may be used can be obtained by reading the Privacy Statement at [international.lloydsbank.com/privacy](https://international.lloydsbank.com/privacy) or contacting your local branch.

### Undertaking credit searches

We may obtain information about you from credit reference agencies and Group records to check your credit status. The credit reference agency enquiries may be seen by other companies making their own enquiries and may affect your ability to obtain credit elsewhere in the future. We may also use credit scoring.

### Undertaking credit searches on a joint applicant

For joint applications you are giving us permission to search and record information in respect of you both, and create a link between your financial records at credit reference agencies which will remain until you successfully apply for a "notice of disassociation" at these agencies.

### Checking your identity

We may ask you to provide physical forms of identity verification or search the files of credit reference agencies which will keep a record of our search, whether or not your application proceeds. This is not seen or used by lenders to assess your ability to obtain credit.

### How we use your information to contact you about products and services

Lloyds Banking Group companies may use your information to contact you by mail, telephone, email or text message about products and services that may be of interest to you. If you do not wish to receive this information please let us know.

### Your consent to process your information

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our Privacy Statement, which you can find at [international.lloydsbank.com/privacy](https://international.lloydsbank.com/privacy) or you can ask us for a copy. Please let us know if you have any questions about the use of your personal information.

# Appendix 1 –

## How long will your payment take?

### Payment times in respect of instructions received prior to the relevant cut-off time

Note: If you give us a payment instruction on paper you need to allow an extra day to the timings shown below.

Payment Method	When the payment appears on your statement (transaction date)	When you/the recipient can use the money (available date)	Does Lloyds Bank make a charge?
Outward Immediate Payment	Same day	Same day	No
Outward CHAPS Payment	Same day	Same day	No within Lloyds Banking Group Yes outside Lloyds Banking Group
Outward SWIFT Payment			
(i) to EEA countries, Monaco and Switzerland - in Euro or Sterling	Same day	Next day	No
(ii) to EEA countries, Monaco and Switzerland - in EEA currencies other than Euro or Sterling	Same day	2-5 days	No
(iii) to countries outside the EEA, Monaco and Switzerland - in any currency	Same day	2-5 days	No
Inward transfer from a Lloyds Banking Group Account	Day of receipt by us	Day of receipt by us	No
Inward BACS Payment	Day of receipt by us	Day of receipt by us	No
Inward Faster Payment	Day of receipt by us	Day of receipt by us	No
Inward CHAPS Payment	Day of receipt by us	Day of receipt by us	No
Inward SWIFT Payment	Day of receipt by us	Day of receipt by us	No
Inward Sterling Cheque Deposit	Day of receipt by central processing team	4 days after receipt by central processing team	No
Inward Foreign Currency Cheque Collection	6-8 weeks	6-8 weeks	Yes
Cash Deposit	N/A	N/A	N/A

**Important Note:** In this Agreement, and in this Appendix, "CHAPS" means a transfer of money using the Clearing House Automated Payment System and "SWIFT" means the Society for Worldwide Interbank Financial Telecommunication. Payments made by CHAPS will be processed more quickly than payments made by SWIFT. This table includes the most common types of payment methods. Please contact us if you require information on a payment method which is not shown, or further details of the payments systems and processing times for the payment types detailed above (see 'How to contact us').

## Appendix 2 – How to contact us

<p>To tell us:</p>	
<ul style="list-style-type: none"> <li>▪ about a change of contact details</li> <li>▪ you've forgotten your PIN</li> <li>▪ you didn't authorise a payment</li> <li>▪ you think we have not made a payment correctly</li> <li>▪ you think someone knows your security details</li> <li>▪ you want to know the current interest rate on your account</li> <li>▪ you want to know our current standard exchange rates</li> <li>▪ about anything else...</li> </ul>	<p>Call <b>0345 744 9900</b> (+44 1539 736626 from outside the UK, Channel Islands and the Isle of Man)</p> <p><b>Textphone 0345 300 2281</b> if you find hearing or speaking difficult.</p> <p><b>Website: <a href="https://www.lloydsbank.com/international">lloydsbank.com/international</a></b></p> <p><b>Write</b> to us at Lloyds Bank (Gibraltar) Limited, PO Box 1252, Ground Floor, Royal Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA or to the Lloyds Bank International Limited, Isle of Man branch at Lloyds Bank International Limited, PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man, IM99 1JJ.</p>
<p>To report a lost or stolen device (including debit card) or damaged debit card...</p>	<p>Call <b>0345 744 9900</b> (+44 1539 736626 from outside the UK, Channel Islands and the Isle of Man)</p>
<p>To make a complaint...</p>	<p>See Section L <b>'Other important terms'</b></p>

We strongly recommend you do not use email to give us confidential information or instructions.

Not all services are available through telephone banking 24 hours a day, seven days a week. Please ask an adviser for more information.

You can usually use our telephone and internet banking services and Cashpoint® machines at all times but occasionally repairs and maintenance may mean a service isn't available for a short time.





## Find out more

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Go to [lloydsbank.com /international](https://lloydsbank.com/international)



Call us on 0345 744 9900

(+44 1539 736626 from outside the UK, Channel Islands and the Isle of Man)

Lines are open 24 hours a day, 7 days a week.

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### Important Information

When you speak to us on the phone, some calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Lloyds Bank (Gibraltar) Limited trading as Lloyds Bank, Lloyds Bank International and Lloyds Bank Private Banking. Registered office and principal place of business: Royal Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA. Registered in Gibraltar, no 99982. Regulated and authorised by the Gibraltar Financial Services Commission for the conduct of banking, investment and insurance mediation business



**LLOYDS BANK**

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