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# LLOYDS BANK (GIBRALTAR) LIMITED

Customer Relationship Agreement  
Terms and Conditions

4 August 2014

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**LLOYDS BANK**

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# Conditions

Your Banking Relationship with us. Personal banking terms and conditions.

This document contains the general conditions that apply to our personal bank accounts and some related services. Please read it carefully and keep for future reference.

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# 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

Account Name	Type
Island Cheque	Current Account
Island Gold	Current Account
Island Premier	Current Account
Island Student	Current Account
Island Graduate	Current Account
Island Future	Current Account
Premier International (£)	Current Account
International (£)	Current Account
International Premier (£)	Current Account
Staff Classic	Current Account
Island Premier Savings	Savings Account
Island 30 Day	Savings Account
Island Investment	Savings Account
Island Regular Savings	Savings Account
Island Bonus Saver	Savings Account
Island Instant Access	Savings Account
Island First	Savings Account
International Regular Saver	Savings Account
International Instant Access Savings	Savings Account
Cheque	Current Account
Cheque – IOM	Current Account
Student	Current Account
Offshore Premium	Current Account
Sovereign	Current Account
Staff Sovereign	Current Account
Budget	Current Account
Offshore Gold	Current Account
Group Savings	Savings Account
Flexible Savings	Savings Account
60 Day Notice	Savings Account
Firstsave	Savings Account
Offshore Savings	Savings Account
Offshore Instant Savings	Savings Account
Island Young Saver	Savings Account
Service	Savings Account
International Savings	Savings Account
International Tracker	Savings Account

### GROUP B ACCOUNTS

Account Name	Type
Island Incentive Saver	Savings Account
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
Structured Deposit	Fixed Account
Fixed Term Deposit	Fixed Account
US Dollar Debit Card	Current Account
Euro Debit Card	Current Account
Other Call/Deposit Accounts held with us and not listed elsewhere in this Table of Accounts	Savings Account

### GROUP C ACCOUNTS

Account Name	Type
Instant Access Savings	Savings Account
International Bonus Saver	Savings Account
International Incentive Saver	Savings Account
Fixed Term Deposit	Fixed Account
Capital Guaranteed Savings Bonds (all issues)	Fixed account
Nikkei Supertracker	Fixed account
Portfolio Plus (all issues)	Fixed account

**Important Note:** This Table of Accounts is current as at 27 February 2014. We may add accounts and/or different groups of accounts from time to time and do not need to give notice if we do this. If we remove an account from the Table of Accounts, or change the group an account belongs to, we will write to the holders of the accounts affected. 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).

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# Section A

## Introduction to this Agreement

### 1. THE SERVICES THIS AGREEMENT COVERS

- 1.1 This document sets out the general conditions for bank accounts held with, and related banking services provided by Lloyds Bank (Gibraltar) Limited in Gibraltar. These accounts and services may also have Additional Conditions. If we offer other services in the future, we will make it clear at the time if the general conditions will apply to them.
- 1.2 Please ask us if you have any questions about this Agreement or any other matter.

#### 1.3 Bank accounts

- (a) We offer a range of accounts to suit a wide variety of needs in Sterling and other major currencies.
- (b) You must be 18 or over to hold an account with us, unless we tell you otherwise in the Additional Conditions specific to your account.
- (c) We may agree to give you an overdraft on your account and, as part of our overall service, we will consider requests for an Unplanned Overdraft or increased Unplanned Overdraft and advise you of our decision. Often we do grant Unplanned Overdrafts for short periods because we believe this to be an important aspect of the banking service which we offer our customers. If we always refused Unplanned Overdrafts this would in many cases lead to inconvenience for our customers.
- (d) If you want to put some of your money aside, you can open a Savings Account in various currencies. There may be limits in the ways you can take money out of a Savings Account, compared to a Current Account. For example, you cannot set up standing orders or Direct Debits on any Savings Account.

#### 1.4 Cards

- (a) If you have Debit and/or Cashpoint® cards they are covered by this Agreement. (These cards do not give you additional rights to borrow money. The terms of use for our other cards, such as credit cards, are covered by separate agreements.)
- (b) You can use your Debit card to take money from your current accounts by making cash withdrawals from cash machines, getting cash back from some retailers and paying for goods and services, subject to daily limits, in Gibraltar, the UK, Channel Islands, Isle of Man and other countries.
- (c) You can use Cashpoint® cards to take money from your accounts with this facility by making cash withdrawals, subject to daily limits, from cash machines.
- (d) You may also be able to use your card at cash machines for a variety of other services such as making deposits, paying bills, transferring funds, topping up your mobile phone, making a balance enquiry or making a charitable donation. This will depend on whether the cash machine offers these services and if it is a Lloyds Bank Cashpoint® machine. In Scotland, you can also use your card at Bank of Scotland Cashpoint® machines. Your card may not allow you to utilise all services offered by cash machines operated by other providers.

### 1.5 Telephone Banking and Internet Banking

Once you have registered, you can give us instructions and access information on your accounts by phone using Telephone Banking or electronically using Internet Banking services.

### 1.6 Definitions

In this Agreement:

- (a) “**Additional Conditions**” are the interest rates, charges and other terms that apply to a specific service, benefit or account that are not included in this document. These will include, for example, separate terms and conditions specific to your accounts (“Account Conditions”); Debit and/or Cashpoint® cards; overdraft facilities; minimum and maximum balances; how to qualify for a particular account, service, rate or benefit; interest rates and charges; notice periods on Savings Accounts; Telephone Banking; and Internet Banking. These additional conditions are available separately, for example in application forms, letters, leaflets such as welcome packs, on our Website, in our banking charges guides or by phone;
- (b) “**Agreement**” means this document, any applicable Additional Conditions and any Application Form(s), as further detailed in condition 3.1;
- (c) “**Application Form(s)**” means any application form which you complete when applying for any account or service with us;
- (d) “**Available Funds**” is the amount you can use to make payments out of your account each day. This will be:
  - (i) the amount of credit balance that is available for you to use on your account plus the amount of any Planned Overdraft (the overdraft limit); less
  - (ii) the amount of card payments we have authorised but not yet taken from your account.

When working out your Available Funds we do not include any regular or other payments that we are aware may be paid into your account;

- (e) “**Cashpoint® card**” means the Lloyds Bank Cashpoint® card issued by us which enables Cashpoint® Transactions, as defined in the Additional Conditions specific to Cashpoint® cards with which you will be provided when you receive a Cashpoint® card;
- (f) “**Current Account**” means any account designated as such in the Table of Accounts;
- (g) “**Cut-Off Time**” means the time on each Working Day that instructions must be received by to enable the instruction to be processed on that same Working Day. This will not usually be before 2pm (UK time). However, cut-off times for different types of payments will vary depending on the specific circumstances associated with such payments. Specific details of cut-off times are available on our Website or on request;
- (h) “**Debit card**” means the Lloyds Bank Debit card issued by us which enables Cash Machine Transactions and Debit Transactions. Each of those terms is defined in the Additional Conditions specific to Debit cards with which you will be provided when you receive a Debit card;
- (i) “**Fixed Account**” means any account designated as such in the Table of Accounts;

- (j) **“Foreign cheque”** means either a cheque in a currency other than sterling; or a sterling cheque paid out of an account in a bank located somewhere other than Gibraltar, the UK, the Channel Islands or the Isle of Man;
- (k) **“Group A Account”** means any account included in this group in the Table of Accounts;
- (l) **“Group B Account”** means any account included in this group in the Table of Accounts;
- (m) **“Group C Account”** means any account included in this group in the Table of Accounts;
- (n) **“Internet Banking”** means any online system governed by Additional Conditions and made available by us to enable you to access and utilise your account(s) and our related banking services via the internet and/or other internet technology-based telecommunication media by accessing our Website;
- (o) **“Overdraft”** is where we lend you money when you would not otherwise have Available Funds to make a payment out of your Current Account;
- (p) **“Planned Overdraft”** is an Overdraft up to a limit that we agree, taking into account your personal circumstances, and which you arrange with us in advance so as to increase the Available Funds in your account;
- (q) **“Savings Accounts”** means any account designated as such in the Table of Accounts;
- (r) **“Security Details”** are processes or security procedures we ask you to follow or use, for example, a password or other information, security numbers or codes such as Personal Identification Numbers (“PINs”), and, in circumstances where you have forgotten such information, such details which we reasonably require to properly identify you, to make an instruction or confirm your identity, and which may be used in combination with something we give you, such as a card with a PIN;
- (s) **“SEPA”** means the Single Euro Payments Area;
- (t) **“SEPA Rulebook”** means in the case of the European Payments Council’s SEPA Credit Transfer Scheme, the European Payments Council’s SEPA Credit Transfer Scheme Rulebook. In the case of the European Payments Council’s SEPA Core Direct Debit Scheme, the European Payments Council’s SEPA Core Direct Debit Scheme Rulebook.
- (u) **“Table of Accounts”** means the table of accounts which we maintain on our Website and which is available in branch or on request;
- (v) **“Telephone Banking”** means the telephone banking system known as International PhoneBank, governed by Additional Conditions, through which various services and operations relating to your accounts are available;
- (w) **“we”, “us” and “our”** means Lloyds Bank (Gibraltar) Limited;
- (x) **“our Website”** means [lloydsbank.com/international](http://lloydsbank.com/international);
- (y) **“Unplanned Overdraft”** occurs if you try to make a payment out of your account (for example, by card, Direct Debit or cheque) for which you do not have Available Funds. We will treat this as a request for an Unplanned Overdraft, or for an increase in your Unplanned Overdraft if you already have one;
- (z) **“Working Day”** has the meaning given to that term in condition 7.2; and
- (aa) **“you” and “your”** mean the account holder, or if the account is in joint names, all account holders.

## 1.7 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and the masculine includes the feminine and neuter genders and vice versa;
- (b) references to a **“section”**, **“condition”** or **“Appendix”** are to a section, condition or appendix of this Agreement; and
- (c) the Appendices form part of this Agreement and shall have the same force and effect as if they were expressly set out in the body of this Agreement;

Section headings are inserted for convenience only and shall not affect the construction of this Agreement.

## 2. ELIGIBILITY AND YOUR INFORMATION

- 2.1 You may not be eligible for all of our accounts or services or all the features they have – for example, we will not give you an Overdraft on a Savings Account or if you are under 18. We may also limit the number of accounts, benefits packages or services you can hold with us.
- 2.2 An important part of our role as your bank is to provide you with services to help you manage your finances. We can use information we have about you to suggest other services we think might interest you. To find out more about how we and other Lloyds Banking Group companies use your personal information, please read the section at the end of these terms and conditions headed ‘Important information about your personal information’.

## 3. HOW THIS AGREEMENT WORKS

- 3.1 The parties to this Agreement are you and us (as defined in Definitions section above). This Agreement, for our bank accounts (set out in the Table of Accounts) and related banking services, is made up of the general conditions in this document and any Additional Conditions we give you for these accounts or services, together with the Application Form(s). We will tell you if these general conditions apply when you take a new product or service from us.
- To fully understand your relationship with us you need to read this document, any Additional Conditions and your completed Application Form(s) for your accounts or services.
- 3.2 If any Additional Conditions conflict with any general conditions in this document, the Additional Conditions will apply. For example, Savings Accounts may have different provisions for working out or paying interest, so those provisions will apply instead of any conflicting provisions in these general conditions.
- 3.3 General law (for example, about banking or consumer protection) applies to the accounts, benefits and services we provide to you. For further information about your statutory rights please contact your local Citizens Advice Bureau.
- 3.4 Except where the general law cannot be changed or excluded, if any term of this Agreement conflicts with the general law, then this Agreement will apply.

- 3.5 This Agreement only covers banking services we provide for your personal use. We have different agreements if you are a customer for the purposes of a business, club, charity or other organisation, or if you are acting as a trustee, personal representative, partner or sole trader. This Agreement does not affect or change the terms (express or implied) of those agreements.
- 3.6 This Agreement also refers in places to "Lloyds Banking Group". The Lloyds Banking Group includes companies using brands including Lloyds Bank, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at [lloydsbankinggroup.com](http://lloydsbankinggroup.com)
- 3.7 In order for us to provide you with our bank accounts and services, we have entered into arrangements with Lloyds Bank International Limited in the Isle of Man. You acknowledge that some of our bank accounts and services will therefore be provided to you by Lloyds Bank International Limited in the Isle of Man on our behalf and that instructions in connection with our bank accounts and services will be provided by you directly to Lloyds Bank International Limited in the Isle of Man.
- 3.8 You agree and acknowledge that you have no direct or indirect contractual relationship with Lloyds Bank International Limited with respect to our bank accounts and services and that you are contracting with us in respect of such services.
- 3.9 You authorise us to disclose to Lloyds Bank International Limited in the Isle of Man and for Lloyds Bank International Limited in the Isle of Man to obtain from us such information relating to your accounts (including information stored on any database) which Lloyds Bank International Limited acting in its absolute discretion deems appropriate to enable it to provide our bank accounts and services to you.

## Section B

### Contact and security

#### 4. CONTACTING EACH OTHER

- 4.1 Our contact details (and those for the Lloyds Bank International Limited branch in the Isle of Man) are contained in Appendix 2 of this document.
- 4.2 We may contact you by post, telephone and electronically using the contact details you give us (including any electronic address that we agree with you will be used to send you electronic communications). When we use the words 'electronic' or 'electronically' in this Agreement we mean any form of message made by any type of telecommunication, digital or IT device (including the internet, digital television, email and text message). You must tell us if your name or contact details change. If you do not tell us, we will go on using the details you last gave us. We will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details and you will be deemed to have received any communication sent to you using such details. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not up to date.

#### 5. SECURITY

- 5.1 When we contact you or you contact us we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts.

For this reason:

- (a) you must sign instructions given on paper;
  - (b) when you are in a branch, we may ask you for identification; or
  - (c) if you are contacting us or giving us instructions by any other method (for example by using a card, Telephone Banking or Internet Banking), you must do so using the Security Details we have given to you or agreed with you personally.
- 5.2 As long as we have checked your identity in one of the ways set out above, we will assume that we are dealing with you.
- 5.3 You must:
- (a) follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts;
  - (b) not let anyone else use any of your cards or Security Details, not even someone sharing a joint account with you as he or she will have his or her own;
  - (c) keep your cards and Security Details secure and protect your cards from damage;
  - (d) do all you reasonably can to make sure no one finds out your Security Details, for example by not:
    - (i) choosing obvious passwords or codes (such as your date of birth) as part of your Security Details;
    - (ii) writing your Security Details on, or keeping them with your cards or banking documentation;
    - (iii) writing down your Security Details in a way that is recognisable; or
    - (iv) letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details;
  - (e) not let anyone else give instructions, or have access to information, on your accounts unless he or she has a separate arrangement with us to do so, or you have authorised him or her to do so under condition 14; and
  - (f) if there is a place for your signature, sign any card as soon as you have received it.
- 5.4 If you use Internet Banking, your computer, internet connection and mobile phone must meet any reasonable requirements we may set; you must carry out your own regular virus checks; and you must not change or copy any software we provide, or give it to another person.
- 5.5 We may replace your card with a different type of card available under this Agreement, for example, following a review of your personal circumstances, we may replace a Cashpoint® card with a Debit card (or a Debit card with a Cashpoint® card). We will tell you about the features of the card when we send you the replacement card and, if the replacement card would change the terms of this Agreement, we will give you advance personal notice of the change as required by this Agreement.
- 5.6 You must tell us as soon as you can (using our contact details contained in Appendix 2 of this document) if you:
- (a) notice any errors;
  - (b) find our services are not working;

- (c) think any cards or Security Details have been lost, stolen, damaged or are being misused; or
  - (d) think someone may be accessing your accounts without your authority or that someone has discovered your Security Details.
- 5.7 We strongly recommend you do not email us confidential information or instructions (as they must only be given through one of our branches or through Telephone Banking or Internet Banking) and you should not respond to emails asking for your account information, Security Details or any information about your card as we will not ask for these details by email. If you use email, it is at your own risk.
- 5.8 We will not treat you as breaking your security obligations just because you use an aggregation service we do not provide as long as you continue to keep your Security Details secure and do not disclose them to the service provider. However, we will not be liable for any loss, damage, cost or expense suffered by you as a result of your use of an aggregation service we do not provide. A typical aggregation service allows you to view information about your accounts with different banks on a single website.
- 5.9 We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.

## 6. STATEMENTS AND INFORMATION

- 6.1 We will make a statement available each month there are payments on the account and will provide you with a paper statement regularly and at least once a year. We will provide statements in electronic format for your accounts with us that are accessible by internet banking and you can tell us to stop sending you paper statements for all, or any, of these accounts. You can change your mind and tell us to start sending you paper statements again.
- 6.2 For savings accounts, we will make a statement available each month there are any payments on the account and will provide you with a paper statement at least once a year unless you have registered with internet banking and asked us to stop sending you paper statements for all, or any accounts accessible by internet banking.
- 6.3 For Fixed Accounts, statements will not be issued, but a confirmation 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 Additional Conditions for your specific Fixed Account.

### General

- 6.4 You can ask us to send you a copy of a paper statement we have already provided before, but we will charge you for this. Details of any such charges are set out in our banking charges guides.
- 6.5 We may send you messages on or with your statements to tell you about changes to this Agreement or to other agreements or services you have with us.
- 6.6 You are responsible for checking statements, secure messages online or other account information we give you or make available to you and you must inform us immediately of any issues. If you tell us about any errors on your account, or if we notice any errors, we will correct them as soon as reasonably possible. However, in circumstances where you do not immediately inform us of such issues, we will not be liable for any loss, damage, cost or expense incurred by you as a result.

- 6.7 You must give us any information and help which we reasonably ask for that is relevant to misuse or unauthorised access to your accounts, or in relation to any other transaction we, the police or other authorities are investigating. We may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in Gibraltar, or (if appropriate) anywhere else. Neither we nor any other member of the Lloyds Banking Group shall be responsible to you for any loss incurred as a result of any such misuse, unauthorised access to your accounts, or transaction, unless such loss is incurred as a result of our wilful misconduct, fraud or gross negligence.
- 6.8 Your statement will set out all the payments into and out of your account and will contain other additional information we are required to provide you about those payments. For international payments, where any information is not provided, you can ask us for details.

## Section C

### Banking Services

#### 7. OPENING AND PROCESSING TIMES AND GENERAL CONDITIONS ABOUT PAYMENTS

- 7.1 We begin processing valid and verified payment instructions on the Working Day we receive them. If we need to make contact with you for procedural reasons, for example, where any such instructions are in respect of a high value transaction, we will attempt to contact you as soon as reasonably practicable after receiving the instruction. To process a payment instruction we must receive the instruction before the Cut-Off Time. A summary of the processing times for payments and transfers referred to in this section C is contained in Appendix 1 of this document. In this section C, and in the summary contained in Appendix 1 of this document, the time periods we give assume we receive a payment, or your payment instruction, before the Cut-Off Time.
- 7.2 "Working Day" has a particular meaning in this Agreement:
- (a) By Working Day we mean Monday to Friday (other than English bank and public holidays). Payments can be made on any Working Day and, although some payment instructions can also be made on non-Working Days, the processing of those payments will not be completed on our systems until the next Working Day as explained below. The position is slightly different for debit card payments, which is explained in the card payments section.
  - (b) In all cases, how long a Working Day lasts will depend on the Cut-Off Time for that particular method of making or receiving payments or the currency involved.
  - (c) Our office in Gibraltar and the Lloyds Bank International Limited branch in the Isle of Man may be closed on certain Working Days (for example, on bank and public holidays specific to Gibraltar or the Isle of Man) and certain services may not be available to you on these days.

If a payment instruction is not received by the Cut-Off Time, we will treat it as being received the next Working Day.

7.3 We may refuse to accept a payment into an account, as further detailed in condition 8, or make a payment from it, in accordance with condition 9.1(g), if we reasonably believe that doing so might cause us (or another company in the Lloyds Banking Group) to breach a legal requirement or might expose us (or another company in the Lloyds Banking Group) to action from any government or regulator. We reserve the right to refuse to accept a payment into an account or make a payment from it if, in our absolute discretion, we deem such refusal necessary for legal, regulatory, security, contractual or any other reason which shall be determined by us in our sole discretion. We also reserve the right to reverse or recall any payment into or payment from your account if we have reasonable grounds for believing such payment has been made fraudulently or illegally or otherwise in breach of the Agreement. We may delay or defer accepting a payment into an account or making a payment from an account whilst we undertake such investigations as we, in our absolute discretion, deem necessary for legal, regulatory, security, contractual or any other reason which shall be determined by us in our sole discretion.

We will not be liable for any loss, damage, cost or expense suffered by you as a result of our refusing to accept a payment into an account or to make a payment from an account, or reversing or recalling a payment into an account or a payment from an account, or delaying or deferring acceptance of a payment into an account or making a payment from an account.

7.4 We, and other members of the Lloyds Banking Group, may be subject to sanctions and embargoes imposed by the international community including the United Kingdom, European Union, United Nations and United States of America. We may decline to accept payment instructions and may delay, defer or refuse to (i) make or receive any payment or (ii) take any action in connection with a payment instruction if it would result, or in our reasonable opinion (following such investigation as we, in our absolute discretion, deem necessary) is likely to result, in a breach by us, any member of the Lloyds Banking Group or any of its or their employees of any sanction or embargo whether or not imposed in the United Kingdom or Gibraltar, and we will not be liable for any loss, damage, cost or expense for any such reason. We may disclose to the relevant authorities such information in relation to any instruction or payment as may be required or permitted by the laws of Gibraltar.

## 7.5 Consent

- (a) We will not execute a payment transaction unless you, or your authorised representative, give your consent before the execution of the payment transaction. The way in which you must give your consent will depend on the payment instrument or procedure.
- (b) For transactions initiated by written instructions, you must give your consent by letter.
- (c) For transaction initiated by telephone, you must give your consent by telephone.
- (d) For transactions initiated using our Internet Banking service, you must use our Internet Banking service to give your consent.
- (e) For any other payment instrument or procedure linked to your account, the method and form of consent as we agree with you in the Account Conditions or the conditions for the payment instrument from time to time.

7.6 Revocation of payment instruction and withdrawal of consent

- (a) For any payment transaction initiated by you as payer, you may not revoke the payment instruction after we receive it, unless otherwise specified in this condition 7.6.
- (b) In the case of a payment transaction initiated by or through a payee, you may not revoke or withdraw your consent to the payment instruction after transmitting the payment instruction or giving your consent to execute the payment transaction to the payee.
- (c) In the case of a Direct Debit, you may not revoke or withdraw your consent to the payment instruction after the end of the Working Day preceding the day agreed for debiting the funds from your account.
- (d) Where execution of a payment instruction is agreed to take place on a specific day or on the last day of a certain period or on the day in which you have put funds at our disposal, you may not revoke or withdraw your consent to a payment instruction after the end of the Working Day preceding the agreed day.
- (e) You may withdraw your consent to execute a payment transaction, or a series of payment transactions, at any time but not later than the applicable time limit set out in conditions 7.6(b) to (d) above. You may withdraw your consent to execute a series of payment transactions with the effect that any future payment transaction is not authorised by you.
- (f) For the avoidance of doubt, we do not accept your revocation or withdrawal of consent to a payment instruction by email.
- (g) At any time after the time limits set out in conditions 7.6(b) to (d) above, you may only revoke or withdraw your consent to the payment instruction if the revocation or withdrawal of consent is:
  - (i) agreed by you and us; and
  - (ii) in the case of a payment transaction initiated by or through a payee, including in the case of a Direct Debit, also agreed with the payee.
- (h) Notwithstanding condition 7.6(g), you are entitled to request a refund of a SEPA Direct Debit within eight weeks from the date on which the amount of the payment is debited from your account.
- (i) We may charge you for the revocation of a payment instruction.

## 8. PAYMENTS INTO YOUR ACCOUNT (DEPOSITS)

### 8.1 General conditions about payments into your account

In this condition we explain the timing of different types of payment into your account, including:

- (a) when we show them in your account;
- (b) when we pay interest on payments (or, where relevant, use them to reduce the interest you pay), if we pay or charge interest on that account; and
- (c) when they are available for you to use for withdrawals or other payments out of your account.

### 8.2 Cash payments into your account

We will accept cash deposits into Group A Accounts only (we do not accept cash payments into Group B and Group C Accounts) and outline below the different ways in which you can pay cash into such



accounts. How quickly the funds will be available for you to use and start to earn interest on, will depend on when we receive the cash.

- (a) Paid in on a Working Day, in Sterling, at a Lloyds Bank or, in Scotland, Bank of Scotland, branch counter: we will show it in your account and allow you to use it straightaway and you will earn any interest on it (or use it to reduce any interest you pay) from that day. The same applies if you pay cash at a branch counter on a non-Working Day, except that it will not earn any interest (or reduce the interest you pay) until the next Working Day.
- (b) Paid in, in Sterling at a Lloyds Bank or, in Scotland, a Bank of Scotland Depositpoint: we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it as soon as we have counted the cash, which will be shortly after the Cut-Off Time displayed at the Depositpoint and in any case by the end of the Working Day.
- (c) Paid in, in Sterling at a Cashpoint® that accepts deposits (either a Lloyds Bank Cashpoint® or, in Scotland, a Bank of Scotland Cashpoint®): we will show it in your account, and it will earn any interest (or reduce the interest you pay) from the next Working Day, which is the day we will receive and be able to count and process it. So, for example, if you pay cash into a Lloyds Bank Cashpoint® on a Monday, you will be able to use it as soon as we have counted it on the Tuesday.
- (d) Paid in, in Sterling at a Lloyds Bank or, in Scotland, a Bank of Scotland Immediate Deposit Machine (if the branch you use has one) before 5pm on a Working Day: we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it straightaway.
- (e) Paid in, in Sterling, at a UK Post Office® (where available): we will show the cash in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it as soon as we receive it. We receive cash one Working Day after you paid it in at the UK Post Office®. So, for example if you pay cash into a UK Post Office® on a Monday, you will be able to use it as soon as we have received it on the Tuesday.

### **8.3 Payments into your account (other than cash and cheque payments) in Sterling from accounts in Gibraltar, the UK, Channel Islands or Isle of Man**

- (a) This condition covers payments that are not made by cash or cheque, such as standing orders and direct transfers from another account.
- (b) When we receive a payment for your account on a Working Day, we will show it on your account and it will earn any interest (or reduce the interest you pay) from that day provided it is received prior to the Cut-Off Time. Once processed, we will allow you to use it straightaway.
- (c) If you make a transfer between two Group A Accounts on any non-Working Day, the amount you transfer will leave one account (X) and will be available for you to use from the other account (Y) that day but will be shown as arriving in account Y on the next Working Day. The amount will count towards any interest on account X until the date the payment is shown as arriving in account Y when it will count towards interest on account Y.

- (d) If you make a transfer between two Group A Accounts, and your request is received in advance of the Cut-Off Time, we will process it for value, and the transactions will appear on both accounts, by close of business the same day. If the request relates to a transfer from a Group A Account to a Group B Account or Group C Account, the amount you transfer will leave your Group A Account that day, but will be shown as arriving in your Group B Account or Group C Account the next Working Day.
- (e) If you make a transfer from a Group B Account or Group C Account to any other account, we will process it for value in accordance with the processing times set out under condition 9.
- (f) If you make a transfer through Telephone Banking or Internet Banking, you will be advised of the Cut-Off Time and processing times. If you make a transfer in a branch we will advise you of the Cut-Off Time and processing times at the time of the transfer at your request.

### **8.4 International payments into your account**

- (a) This condition covers payments that are received in any currency from banks outside Gibraltar, the UK, Channel Islands and Isle of Man and non-sterling payments from banks in Gibraltar, the UK, Channel Islands and Isle of Man.
- (b) When we receive a payment for your account, in the same currency in which the account is maintained, we will show it on your account by the close of business the same day. You will earn any interest on it (or use it to reduce the interest you pay) on the same day. If we receive the payment on a Non-Working Day, or after our published Cut-Off Time for processing, then the payment will be processed on the next Working Day.
- (c) When we receive a payment for your account, in a currency which differs to that in which your account is maintained, we will convert the payment to the currency of your account. If we are able to do so we will carry out the exchange, show the resultant value on your account and enable you to earn any interest on it (or use it to reduce the interest you pay) on the same day. For some currencies we may be unable to convert the payment on the same day. If this is the case we will convert as soon as we are reasonably able to do so and will add the resultant sum to your account up to two working days after we received the original payment.
- (d) We will use our standard exchange rate for buying the relevant currency that applies on the day on which we are able to make the exchange. You can find out about our standard exchange rates and the currencies on which we are unable to undertake same day conversions by calling us on the number given in the Contact Details contained in Appendix 2 of this document.
- (e) Whenever we are able to do so we will carry out the exchange on the same day on which we receive the original payment provided that this is a Working Day and the payment has been received before our published Cut-Off Time for processing. Otherwise the exchange will take place on the next Working Day.
- (f) We may deduct our charges for dealing with the international payment before we add it to your account. Details of any charges are available on our Website or on request.

## 8.5 Sterling cheques paid into your account

### Group A Accounts

When you pay a sterling cheque into your Group A account with us through one of our branches, an Immediate Deposit Machine or a Lloyds Bank branch Depositpoint before the time shown on the box, or in Scotland, a Bank of Scotland mainland branch, a Bank of Scotland Immediate Deposit Machine or a Bank of Scotland Depositpoint before the time shown on the box:

### Cheques from banks other than branches and companies forming part of the Lloyds Banking Group

- (a) Where the cheque is from another bank in the UK, the Isle of Man or Channel Islands that is not a member of Lloyds Banking Group (the “paying bank”):
- (i) we will show the payment in your account on the Working Day on which we receive it;
  - (ii) from the second Working Day after we receive it, we start paying any interest on the cheque (or using it to reduce the interest you pay);
  - (iii) from the fourth Working Day after we receive it, the funds are available for you to use but the cheque may still be returned unpaid up until the sixth Working Day after we receive it; and
  - (iv) from the end of the sixth Working Day after we receive it, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.

So, for example, if you pay in a cheque to which this condition 8.5(a) applies on a Monday, you will see the payment on your account the same day, it counts towards any interest on Wednesday, you can use the money on Friday and we cannot take the payment out of your account after the following Tuesday.

### Cheques from branches and companies forming part of the Lloyds Banking Group

- (b) Where a branch or company forming part of the Lloyds Banking Group is also the paying bank and the cheque is from:
- (i) an account held in the name of an individual or individuals, we will show it in your account, pay any interest on it (or use it to reduce the interest you pay) and allow you to use it on the same day that we receive it, so long as this is a Working Day.
  - (ii) an account held in the name of a business or company, and you pay the cheque into the branch holding that account, we will show it in your account and pay any interest on it (or use it to reduce the interest you pay) on the same day that we receive it and it will be available for you to use the next Working Day. If you do not pay in the cheque at the branch holding the business account, we will deal with it in the same way as a cheque from a bank other than a branch or company forming part of the Lloyds Banking Group.
  - (iii) If you pay in a cheque at an Immediate Deposit Machine, we will deal with it in the same way as a cheque from a non-Lloyds Bank account.

### Sterling Cheques paid into your account through a Cashpoint®

- (c) When you pay a sterling cheque from a branch or company forming part of the Lloyds Banking Group or another bank in the UK, the Isle of Man, Gibraltar or Channel Islands (“the paying bank”) into your Group A Account with us through a Cashpoint® that accepts deposits (either a Lloyds Bank Cashpoint® or, in Scotland, one of Bank of Scotland’s mainland Cashpoints®):
- (i) we will show the cheque in your account on the next Working Day, which will be the day we receive and start to process it;
  - (ii) from the second Working Day after we receive and start to process it, we will start paying any interest on the cheque (or using it to reduce the interest you pay);
  - (iii) from the fourth Working Day after we receive and start to process it, the funds will be available for you to use but the cheque may still be returned unpaid up until the sixth Working Day after we receive and start to process it; and
  - (iv) from the end of the sixth Working Day after we receive and start to process it, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.

So, for example, if you pay a cheque into your account through a Lloyds Bank Cashpoint® on a Monday, you will see it on your account on the Tuesday, it counts towards any interest on Thursday, you can use the money on the following Monday and we cannot take the payment out of your account after the following Wednesday.

### Group B Accounts and Group C Accounts

Please note a cheque to be paid into one of these accounts is processed by a central processing team and will be forwarded from the person or place at which you paid your cheque. The processing time of a cheque as set out below will begin once received by this central processing team.

- (d) When you pay a sterling cheque from a branch or company forming part of the Lloyds Banking Group or another bank in the UK, the Isle of Man or Channel Islands that is not a member of Lloyds Banking Group (the “paying bank”) into your account with us through one of our branches or a Lloyds Bank branch Depositpoint before the time shown on the box, or in Scotland, a Bank of Scotland mainland branch or a Bank of Scotland Depositpoint before the time shown on the box:
- (i) we will show the payment in your account on the Working Day on which it is received by the central processing team;
  - (ii) from the fourth Working Day after it is received by the central processing team, we start paying any interest on the cheque (or using it to reduce the interest you pay) and the funds will be available for you to use but the cheque may still be returned unpaid up until the sixth Working Day after it is received by the central processing team; and
  - (iii) from the end of the sixth Working Day after it is received by the central processing team, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.

So, for example, if the central processing team receives a cheque for a Group B or Group C Account to which this condition 8.5 (d) applies on a Monday, you will see the payment on your account the same day, it counts towards any interest and is available to use on Friday and we cannot take the payment out of your account after the following Tuesday.

#### All cheques

- (e) If a 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, we can take the money back out of your account, even if you have already spent it or it puts you into overdraft, in which case, charges and interest in respect of any such overdrawn amounts will be incurred and we will debit your account accordingly. If this happens, we will let you know and will provide you with Additional Conditions relating to the overdraft facility, which you will be deemed to have accepted.
- (f) If the cheque is paid in at a UK Post Office or at a Bank of Scotland branch on one of the Scottish Islands, an extra Working Day has to be added to the timings in condition 8.5(a). If the cheque is paid in through one of Bank of Scotland's Cashpoints® on the Scottish Islands, an extra Working Day has to be added to the timings in condition 8.5(c).
- (g) On Group A Accounts which are Current Accounts we offer 'instant cheque value', which means we will start paying you any interest straightaway for the first £1,000.00 of cheques you pay in over the counter at one of our branches before the Cut-Off Time. For amounts over £1,000.00 or where we do not offer 'instant cheque value' we will pay any interest at the time stated in condition 8.5(a), (b), (c) or (d) as relevant.
- (h) We do not offer instant cheque value if you pay a cheque into your account through a Bank of Scotland branch.
- (i) We do not have to accept a cheque for payment into your account if it is more than six months old.

#### 8.6 Foreign cheques paid into your account

- (a) If you want us to obtain payment for you of a foreign cheque, you must "endorse" the cheque by signing your name on the back. Your endorsement must match the way your name appears on the front of the cheque. (For example, if the cheque is payable to Mr A Smith you need to sign the cheque Mr A Smith.) If the cheque is payable to more than one person, each of you must sign the back of the cheque.
- (b) If you wish to pay a foreign cheque into your account, the processing times for dealing with cheques under condition 8.5 do not apply. Unless you request otherwise, we will "collect" such cheque, meaning, we will 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 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.
- (c) In certain circumstances, we may, at your request, agree to "negotiate" a foreign cheque. If we agree to do this, we will buy it from you by paying you the amount of the cheque or the sterling equivalent on the fourth Working Day after we receive it in respect of foreign cheques paid into Group B Accounts and

Group C Accounts (although in respect of such cheques paid into Group C Accounts, the proceeds will not be credited for interest purposes for 20 Working Days) and on the fifth Working Day after we receive it in respect of foreign cheques paid into Group A Accounts. We will then get payment from the paying bank.

- (d) If we have to complete a foreign exchange to convert a foreign cheque into the currency of your account the rate we use will be:
  - (i) our standard exchange rate for collecting cheques, on the day we receive the payment from the paying bank; or
  - (ii) our standard exchange rate for negotiating cheques, on the day we buy the cheque from you.
- (e) If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or sterling equivalent from your account. 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 overdraft, in which case charges and interest in respect of any such overdrawn amounts will be incurred and we will debit your account accordingly. If this happens we will let you know and will provide you with Additional Conditions relating to the overdraft facility, which you will be deemed to have accepted. 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.
- (f) If the proceeds of a returned cheque form part of a deposit in respect of a Fixed Account, we reserve the right to debit the required sum from your account linked to the Fixed Account (whether or not this causes the account to overdraw and whether or not an overdraft facility has previously been agreed in respect of such account) or to amend or cancel the Fixed Account. Any associated costs we incur as a result of doing so (including any interest or charges in respect of overdrawn amounts) will be debited to your account linked to the Fixed Account. We will advise you in writing of the actions taken and any costs applied to your account.
- (g) We will take our charges for dealing with foreign cheques, and 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, from the account you told us to pay the cheque into. We will do this even if it will put you into Overdraft, in which case charges and interest in respect of any such overdrawn amounts will be incurred and we will debit your account accordingly. If this happens, we will let you know and will provide you with Additional Conditions relating to the overdraft facility, which you will be deemed to have accepted.
- (h) Occasionally it may not be possible to obtain payment of a foreign cheque because of local foreign exchange or other restrictions. Any associated costs we incur as a result of this (including any interest or charges in respect of overdrawn amounts and any charges levied by the foreign paying bank) will be debited to your account. We will advise you in writing of the actions taken and any costs applied to your account.

- (i) If we have any costs or other obligations as a result of negotiating or collecting a foreign cheque, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not attempted to negotiate or collect the cheque, and we may effect such reimbursement without further notice to you, including by way of set-off, in accordance with condition 18. We also may be called upon to reimburse a correspondent bank abroad for irregular items, such as forged endorsements or material alterations, discovered after the cheque has apparently been paid. This liability can remain outstanding for at least six years. We will maintain a full right of recourse against you in such a case, as well as any recourse we have for any cheque which is returned unpaid for normal banking reasons. We are not liable for any loss, damage or delay which is not directly due to our own negligence or default.

8.7 This condition 8, will at all times be and remain subject to conditions 7.3 and 7.4.

8.8 Where a bank is not a party to the UK cheque clearing system, the timings set out in this condition 8 may vary and it may take longer for cheques to be processed.

## 9. PAYMENTS OUT OF YOUR ACCOUNT (WITHDRAWALS)

### 9.1 General conditions about payments out of your account

- (a) We are entitled to assume we are dealing with you, and that you have agreed to us acting on any instructions, without getting further confirmation from you:
  - (i) if you ask us to make a payment using your Security Details (for example a card and PIN at a cash machine or the passwords you have chosen for Telephone Banking or Internet Banking) as long as any relevant security checks have been completed by us or, in the case of a card with contactless functionality, using that functionality; and
  - (ii) otherwise, if you have signed a cheque or other document containing the payment instruction.
- (b) When you give us a payment instruction (other than by cheque), you must give us the sort code and account number for payments in Gibraltar, the UK, Channel Islands or Isle of Man, or the equivalent information for payments outside Gibraltar, the UK, Channel Islands or Isle of Man and any other details we ask you for such as the name of the person you are sending the payment to, so we can make the payment. (If you give a payment instruction using Telephone Banking or Internet Banking, we will ask you to check and confirm your payment instruction.) You are responsible for checking the details are correct. We will not be liable if your payment is delayed or sent to the wrong person because you gave us the wrong details. If a payment does go to the wrong person because you gave us the wrong details, we will use reasonable efforts to recover the payment and we may charge you our reasonable costs.
- (c) If you ask us to make a payment on a future date, we will make the payment that day. If the payment falls due on a non-Working Day we will make the payment on the next Working Day. If we are unable to make a standing order or future dated payment because you do not have enough money in your account and we do not agree to your request for an Unplanned Overdraft or increased Unplanned Overdraft, then we will continue trying to make the payment each Working Day for up to 26 calendar days until there are funds available to make the payment.

- (d) We explain when you need to tell us if you want to cancel or change a payment instruction in further detail below. 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.
- (e) 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.
- (f) You will not be able to give a payment instruction using a card or your Security Details if we have stopped or suspended your use of them. We can do this if we reasonably consider it necessary for reasons relating to:
  - (i) the security of a card or your Security Details;
  - (ii) suspected unauthorised or fraudulent use of a card or your Security Details;
  - (iii) a significantly increased risk that you may be unable to pay any money you owe us on the relevant account; or
  - (iv) our legal, regulatory, security, contractual or any other obligations, which shall be determined by us in our sole discretion.

Unless the law prevents us from doing so or we believe it would undermine our security measures, if we are able to do so, we will attempt to contact you as soon as possible to tell you that we intend to do this, or have already done this, and our reason for doing so. If we are unable to tell you in advance, we will tell you as soon as possible afterwards. As cards belong to us, we (or a person acting for us, for example a retailer) may take or retain a card on our behalf if we stop or suspend your right to use it. If we stop or suspend a card you must then stop using the card and the card number.

- (g) We may refuse to carry out a payment instruction if:
  - (i) you do not have Available Funds to make the payment and any associated charges relating to that payment, or you have exceeded a limit we have applied to your account or card (such as the daily limit for withdrawals from cash machines);
  - (ii) the payment instruction is not clear or you have not provided us with the correct details;
  - (iii) there is a legal requirement or a court or other authority that tells us to act in that way;
  - (iv) the payment seems unusual compared with the way you normally use your account;
  - (v) we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
  - (vi) 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);
  - (vii) you ask us to send a payment to an account that is not able to receive payments through the Faster Payments scheme (you can check with us in advance whether a particular account is able to receive this type of payment); or
  - (viii) any other reason set out separately in this Agreement applies including, but not limited to, conditions 7.3 and 7.4.

- (h) For security purposes we have internal controls on the maximum amount that can be taken out of your account in certain circumstances. We will let you know if we are stopping a payment for this reason.
- (i) We use systems to identify payments that seem unusual and to help us prevent the misuse of your account. This may include using widely available geographical mobile phone technology when assessing the location of a proposed payment. Where we think an unusual payment involves misuse we may investigate further, for example by calling you, or refusing to make the payment.
- (j) If we prevent you from using your account or card or refuse to make a payment under this condition or otherwise in accordance with this Agreement including, but not limited to, pursuant to conditions 7.3 and 7.4, we will act in a manner we think is reasonably appropriate for the circumstances and try to reduce the inconvenience to you.
- (k) Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing to act on your payment instruction. We will do this at the earliest opportunity but in any case by the time the payment should have reached the bank you asked us to make the payment to. If you are using a card to make a payment, the retailer will tell you that 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 declined. If you want to check whether a transaction has been accepted, you can call us on **08457 449 900** if you are in the UK or **+44 (0) 1539 736626** if you are abroad.
- (l) You can also contact us to find out (unless the law prevents us from 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.
- (m) We are not liable if a retailer or another bank (or its cash machine or other machine) does not accept your card, card number or PIN.
- (n) We are not liable for failing to make a payment if the bank or building society you are sending the payment to is not able to accept payments through the Faster Payments scheme.
- (o) If the reason for our declining the payment instruction was based on incorrect or incomplete information, we will tell you what needs to be done to correct that information.
- (p) We may charge you for notifying you of our refusal or declining of a payment instruction, if our refusal or declining of the payment instruction is objectively justified.
- (q) If we have declined a payment instruction, it is deemed not to have been received by us.

## 9.2 Payments (other than payments by card and cheque)

- (a) 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, the Channel Islands or the Isle of Man the following applies:
  - (i) We will use the Faster Payments scheme for payments from Group A Accounts, if the bank you are sending a payment to is a member of the scheme and the account you are sending the payment to can accept Faster Payments;

- (1) An immediate payment can be made using the scheme 24 hours a day, seven days a week. We will take the payment from your account straightaway and the payment will reach the other bank within hours. 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.
- (2) Standing orders and future dated payments can be made using the scheme on Working Days only and the payment will reach the other bank the same day we send it.

You can check with us when you make a payment whether the bank you are sending the payment to is a member of the Faster Payments scheme.

- (ii) If we cannot make the payment to another bank using the Faster Payments scheme and you want to make sure the payment reaches the person you are sending it to the same day, you can ask us to make the payment by 'CHAPS'. There is a charge for this service, the details of which are available upon request.
- (iii) Otherwise, in respect of accounts denominated in Sterling, the payment may take up to three Working Days from the date it is taken from your account to reach the other person's bank. Where you ask us to make the payment immediately, unless your request is received before 1pm (UK time) on a Working Day (in which case we will take the money from your account on that day), we will take the money from your account the Working Day after you ask us to make it, so, for example, if you ask us to make a payment on Monday, we take it from your account on Tuesday and it will arrive on Thursday. If your account is denominated in a currency other than Sterling, the timescales for such payments may vary, depending on the currency.
- (iv) 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.

- (b) If you ask us to make a payment from your Group A Account to an account held with another Lloyds Banking Group company, we will take the money from your account and it will reach the other account on the same day. You may be charged for this service and you will be advised of this at the time of the payment.

- (c) If you ask us to make a payment from your Group B Account or Group C Account, to an account held with another Lloyds Banking Group company, it will be processed in accordance with the procedure and time scales set out under condition 9.2(a).

### Banker's Drafts/Cheques

- (d) You may purchase a banker's draft/cheque from us with funds from your account, and can request this:
  - (i) by phone using Telephone Banking or by writing to Lloyds Bank International Limited, Isle of Man Branch using the contact details contained in Appendix 2 of this document; and

- (ii) if the purchase is to be made using funds from a Group A Account, by visiting our office; or
- (iii) if the purchase is to be made using funds from a Group B Account, by using Telephone Banking.

#### **International payments**

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

#### **Payments to banks in the European Union (“EU”) or the European Economic Area (“EEA”) (in euro or another EEA currency)**

- (f) If you ask us to make a payment to a person with an account at a bank in the EEA, other than Gibraltar or the UK, and the payment is in euro or another EEA currency, the payment will reach the other bank in accordance with the processing times for payments referred to in Appendix 1 of this document. 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.
- (g) If you instruct us by any other means we will have to undertake additional steps to validate your instruction and to process the payment. Consequently an additional Working Day may apply to the timescales outlined in (f) above.

#### **Other International payments**

- (h) If you instruct us to make any other international payment whether within the EU, EEA or elsewhere in the world we will be able to give you an indication as to how long we would expect the payment will take to arrive. We cannot control exactly when the payment will be received by the foreign bank as this will depend on the banking practice in its country.

#### **General Terms**

- (i) If we need to undertake a foreign exchange in order to make the payment we will use our standard exchange rate for selling the relevant currency, unless we tell you a different rate applies when you ask us to make the payment. We cannot control the exchange rate applied to your payment by the foreign bank. You can find out the current exchange rate by calling us on the number set out in our contact details contained in Appendix 2 of this document.
- (j) When you ask us to make an international payment, we will also tell you about our charges that may apply. Details of our current charges are available upon request or from our Website.
- (k) We have to send international payments through the banking system of the foreign country to which the relevant payment is being made and we may need to appoint an agent in that country to do it for us.
- (l) Where we properly incur any costs or other obligations (including but not restricted to agent bank charges), 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, and we may effect such reimbursement without further notice to you, including by way of set-off, in accordance with condition 18.

#### **Direct Debits**

- (m) We do not allow Direct Debits on all types of account but you will be made aware in the applicable Additional Conditions if they can be accepted on your account.
- (n) If we permit Direct Debits on your account, and you give a business or other organisation (in Gibraltar or the EEA, the UK, Channel Islands or Isle of Man) authority to collect payments from your account on a regular basis, they will normally tell you at least 10 Working Days before changing the payment dates or amount of money they ask us to pay from your account, unless you agree otherwise.
- (o) Where permitted on your account, we allow Direct Debit payments to be collected from your account on the date specified in the Direct Debit instruction.
- (p) If you think there has been an incorrect Direct Debit payment you should tell us immediately so that we can arrange a full and immediate refund – even if the original error was made by the business or organisation who set it up. You should also contact them to let them know what you have done and why.

#### **Cancelling or changing a payment**

- (q) If you ask us to make a payment immediately, we cannot change or cancel the payment instruction because we start processing it when we receive it. You can cancel a standing order and any other payment which you asked us to make on a future date as long as you tell us by the end of the last Working Day before the payment is due to be made so that we can suspend any future payments.
- (r) If you wish to cancel or change a Direct Debit, as well as telling us so that we can suspend any future payments, you should tell the business or organisation so they can cancel the Direct Debit.
- (s) Where we are notified by a UK banking industry payment scheme such as the Current Account Switch Service that a person you have asked us to pay has switched their current account to another bank, we will update your instruction with their new sort code and account number to make sure that your payment reaches the correct account within the agreed timescales.

#### **SEPA credit transfers and SEPA Direct Debits – our obligations**

- (t) If we permit you to make or receive payment transactions into your account using SEPA credit transfers or SEPA Direct Debits:
  - (i) we will comply with our obligations under the relevant SEPA rulebook;
  - (ii) if you wish to change banks and transfer the SEPA credit transfer or SEPA Direct Debit 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 or SEPA Direct Debit can continue to operate.

#### **SEPA credit transfers and SEPA Direct Debits – your rights and obligations**

- (u) If we permit you to make or receive payment transactions into your account using SEPA credit transfers or SEPA Direct Debits:
  - (i) you must comply with your obligations under the relevant SEPA rulebook; and

- (ii) you can ask us not to allow SEPA Direct Debits to be collected from your account.
- (v) if you wish to receive payments using SEPA Direct Debits and provided we permit you to do so, you must:
  - (i) use a creditor identifier (a creditor identifier is a combination of letters and numbers that enables an individual creditor to be identified without ambiguity in SEPA);
  - (ii) use a Direct Debit mandate in a form that complies with the SEPA rulebook;
  - (iii) comply with the terms of any Direct Debit mandate you agree with any payers;
  - (iv) collect, process and store data related to your Direct Debit mandates in accordance with the SEPA rulebook;
  - (v) notify your payer, in accordance with the SEPA rulebook before you initiate the collection of a payment;
  - (vi) initiate collections with us in accordance with the relevant timing requirements, set out in the SEPA rulebook;
  - (vii) perform all operational tasks allocated to creditors under the SEPA rulebook;
  - (viii) effect, in accordance with the SEPA rulebook, all rejects, returns and refunds in relation to payments you collect through us;
  - (ix) if we ask you to do so, provide us, without delay, with information relating to payments you collect through us and the Direct Debit mandates you use for this purpose;
  - (x) if we ask you to do so, provide us, without delay, with a copy of any Direct Debit mandate you use or intend to use in connection with the collection of a payment by SEPA Direct Debit through us;
  - (xi) comply with any guidance or instructions we give you, from time to time, in relation to risk mitigation; and
  - (xii) resolve any dispute concerning an underlying contract you have with a payer and the related payments directly with the payer as soon as reasonably practicable.
- (w) If you wish to make payments using SEPA Direct Debits and provided we permit you to do so;
  - (i) you authorise us to effect all rejects, returns and refunds in relation to your account in accordance with the SEPA rulebook even if your account is closed;
  - (ii) you may ask us to seek all relevant information and a copy of the Direct Debit mandate from the payee's bank;
  - (iii) you must comply with the terms of any Direct Debit mandate you agree with the payee;
  - (iv) you must claim a refund only in accordance with the relevant timing requirements set out in the SEPA rulebook;
  - (v) you must resolve any dispute concerning an underlying contract you have with the payee and the related payments directly with the payee as soon as reasonably practicable; and
  - (vi) if you wish to cancel or change a SEPA Direct Debit, as well as telling us so that we can suspend any further payments, you must tell the payee so that they can cancel it.
- (x) 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.
- (y) You accept that the obligations on us and the payee's bank under the SEPA Direct Debit scheme are not subject to any claim or defence under the contractual or other arrangements between you and the payee.
- (z) You are free to obtain SEPA credit transfer and SEPA Direct Debit services from another bank.
- (aa) Without prejudice to any other term of the agreement, you acknowledge that conditions 9.2 (u) to (z) shall be considered as material terms of the agreement.
- (bb) You can ask us for more details on how payments are made under the SEPA credit transfer and SEPA Direct Debit schemes and whether these are available to you.

### 9.3 Card payments

- (a) If you use your card to withdraw cash or to make a payment, we will take the amount withdrawn, or paid, from your account when we receive details of the withdrawal or payment. Your account may be debited on a non-Working Day.
- (b) If you use your card for a cash withdrawal or to make a payment (in a currency different to that in which the account is denominated), we will convert the amount withdrawn, or paid, into the currency in which the account is denominated on the day it is processed by the international payment organisation (for example, Visa or MasterCard) whose name or marks appear on the card. The exchange rate we use is the rate set by the international payment organisation and a percentage is added by us. This percentage and other charges that apply are set out in our banking charges guides and may be amended from time to time. You can find out the current exchange rate at any time during normal business hours by calling us on the number set out in the contact details contained in Appendix 2 of this document, or at any time by visiting our Website.
- (c) However, if you use your card to withdraw euro from a cash machine in Gibraltar, the UK, Channel Islands or Isle of Man, you will be dealing with the bank operating the machine (rather than us) for the conversion into euro. That bank will set the exchange rate and may charge you for the conversion.
- (d) If you wish to cancel payments made on a regular basis from your card account, such as magazine subscriptions, you can tell us that you no longer consent to these payments being made. You can do this at any time before the end of the last working day before the next payment is due to be made. We will then stop the payments. We also advise that you contact the person you make the payment to so that they do not keep trying to take the payment. You will need to contact them if you want to cancel your agreement with them in any case, as we cannot do that for you. You will also need to tell anyone you make regular payments to if your account is closed or your card number changes, otherwise they may not be able to collect your payments.

- (e) 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.

#### 9.4 Refunds for payments (except payments made by cheque)

- (a) We will refund the amount of a payment (except those made by cheque) 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:
  - (i) you asked us to make the payment to an account at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instruction you gave us or we can show that the payment was received by the other person's bank (in this case, that bank is required by law to make the payment immediately to that person); or
  - (ii) you tell us that a payment out of your account was unauthorised and, having investigated it, we are reasonably satisfied that the payment was not authorised and that you are not liable (condition 17 has more information on liability).

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

- (b) Where you have used your card to make a payment, you can ask us to refund the payment if the following conditions are satisfied:
  - (i) the payment was made to a retailer in the EEA, Channel Islands or Isle of Man;
  - (ii) the authorisation you gave did not specify the exact amount to be paid;
  - (iii) the amount that has been requested was more than you could reasonably have expected to pay based on the circumstances, including your previous spending patterns; and
  - (iv) you request a refund within eight weeks of the date the payment was made from your account.
- (c) We may ask you to provide information which is reasonably necessary to investigate whether or not 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 either refund the payment or we will inform you of our reasons for refusing the refund.
- (d) If you query the payment more than eight weeks after it was taken from your account or the payment was made to a retailer outside the EEA, Channel Islands or Isle of Man, we are not obliged to make a refund ourselves but we will tell you if we can help or suggest other steps you could take.

#### 9.5 Cheque payments (Group A Accounts)

- (a) When we receive a cheque you have written we will take the money from your account on the same day. We typically receive cheques within a few days of you writing them, but the exact timing depends on when the person you gave the cheque to pays it into their account (which can be months later).
- (b) It is your responsibility to make sure you have Available Funds in your account to cover any cheques you have written.
- (c) You may be able to stop a cheque that has not yet been paid in by calling us with details of the cheque number, amount and

date, who it is payable to, and similar details for any replacement cheque. We may charge you for trying to stop the cheque, whether or not we succeed.

- (d) You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date. You can instead use Telephone Banking or Internet Banking to tell us to make a payment on a future date.
- (e) If someone asks you to replace a cheque (because, for example, he or she says it is lost or there is a problem with it), it is your responsibility to ask for the old cheque back (and to destroy it), or to ask us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.
- (f) We do not have to accept a cheque for payment out of your account if it is more than six months old.

#### 9.6 Cash withdrawals made over the counter at our offices

For Group A Accounts, you may make cash withdrawals over the counter in our offices. To do this, you may be required to present photographic identification, and, for larger withdrawals, you may have to make prior arrangements in our offices.

#### 9.7 General

The provisions contained within this condition 9, will at all times be and remain subject to conditions 7.3 and 7.4.

#### Your liability for unauthorised payment transactions

- 9.8 The extent of your liability for any losses you incur in respect of an unauthorised payment transaction:
    - (a) arising from the use of a lost or stolen payment instrument linked to your account, or a misappropriation of the security features in a payment instrument linked to your account; or
    - (b) where you have acted fraudulently or with intent or gross negligence failed to take reasonable steps to keep safe any of the personalised security features of a payment instrument linked to your account,
- are set out in the conditions governing the use of the relevant payment instrument.
- 9.9 The maximum amount for which you may be liable in respect of matters described in condition 9.8 shall be subject to any limits set down by law, from time to time. As at 29th April 2010, the limit for a payment transaction in the EEA is €150 or currency equivalent.

#### Our liability for unauthorised payment transactions and how to notify us of unauthorised or incorrectly executed payment transaction.

- 9.10 You may be entitled to compensation for an unauthorised or incorrectly executed payment transaction but only if you notify us by telephone and without undue delay if you become aware of any unauthorised or incorrectly executed payment transaction, in any event no later than 13 months after the debit date. We shall have no further liability, including no responsibility for additional compensation, for unauthorised payment transactions, in particular we shall have no liability over and above the debited amount and no liability for any consequential damages. The limitation of liability shall, however, not apply to the extent you have suffered damages as a result of gross negligence or wilful default on our part.



## Our liability for defective or non-execution of payment transactions

- 9.11 Where you give us a payment instruction in a EEA currency where you and the payee are both in the EEA, we are responsible to you for the correct execution of the payment transaction unless the payee's bank received the amount of the payment transaction in accordance with the applicable transaction period.
- 9.12 Where a payment instruction in a EEA currency where the payer and the payee are both in the EEA, is initiated by a payee (for example, a Direct Debit):
- (a) where you are the payer, and the payment instruction has been correctly transmitted to us, but we incorrectly transmit the payment transaction to the payee, we shall refund the amount by which the incorrectly transmitted payment transaction exceeds the payment instruction and restore you account to the state it should have been in if the defective payment transaction had been correctly executed; or
  - (b) where you are the payee, our responsibility is limited to correctly transmitting the payment instruction to the payer's bank. If we incorrectly transmit a payment instruction to the payer's bank, you may request that we make immediate efforts to trace the payment transaction and notify you of the outcome.

## 10. INTEREST AND CHARGES

- 10.1 We give you details of our current interest rates (where applicable), charges (such as monthly account fees, charges for certain card payments, and overdraft charges) and charging dates (such as billing periods) in our banking charges and interest rate guides and in Additional Conditions. You can also find them out by contacting us (see our contact details contained in Appendix 2 of this document) and on our Website. We may change our interest rates, charges and charging dates or introduce new charges under condition 16.
- 10.2 We will calculate daily any interest we pay or charge (unless we have told you otherwise), on a 365 day basis for Sterling and Hong Kong Dollars, and a 360 day basis for all other currencies. We may not pay interest on amounts of less than £1 or currency equivalent.
- 10.3 The Additional Conditions will tell you when we pay interest, if any, on your account. This is usually monthly, three monthly, six monthly or yearly. If the day on which interest is due to be paid on an account is not a Working Day, we will pay interest up to, and on, the next Working Day. We will pay interest by crediting it to your nominated account. We pay compound interest once interest is credited to your nominated account as it becomes part of the account balance and counts towards the amount we pay interest on.
- 10.4 Interest on Fixed Accounts will be paid on the stated fixed term maturity, unless otherwise detailed in Additional Conditions. Some specific long dated Fixed Accounts (usually in excess of one year) may allow for interest to be paid at specified intervals throughout the term and where this applies it will be explained within the Additional Conditions specific to your account.
- 10.5 We will calculate any interest due to us at the end of every monthly billing period unless we tell you otherwise in the Additional Conditions for your account. We may also charge compound interest.
- 10.6 We may take any interest and charges you owe us from the same account or from your other accounts as allowed under condition 18. 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 when we will take them.

## 10.7 European Union (EU) Savings Tax Directive

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.

- (a) For account opened with Lloyds Bank (Gibraltar) Limited in Gibraltar:

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.

- (b) For new and existing customers of Lloyds Bank International Limited who open or already hold an account with Lloyds Bank (Gibraltar) Limited in Gibraltar:

If you are resident for tax purposes in any of the EU jurisdictions or Switzerland and already hold any bank accounts in the Channel Islands and/or the Isle of Man with Lloyds Bank International Limited, by applying for one or more accounts with us you consent to Lloyds Bank International Limited and Lloyds Bank (Gibraltar) Limited disclosing to their respective local tax or competent authorities details of your identity, residence, account number(s) and the amount of credit interest received on all accounts you hold with them (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.

Additional details can be found on our Website located at [international.lloydsbank.com/eustd/](https://international.lloydsbank.com/eustd/)

## 11. OVERDRAFTS AND AVAILABLE FUNDS

- 11.1 Overdrafts are always repayable "on demand". This means that we can ask you to repay all or part of your overdraft (and any interest or charges) at any time, even if we have agreed a period for the overdraft with you. We can also reduce your overdraft limit at any time. If we demand repayment or reduce your limit, this will usually be due to a change or anticipated change in your personal circumstances. If we can reasonably do so without prejudicing our interests, including our regulatory position, we will give you at least 30 days' notice before making the change.
- 11.2 We will provide you with the terms of any Planned Overdraft, including how long the Planned Overdraft will apply. If we do not specify a period, then the Planned Overdraft will continue indefinitely until ended by either of us. We will carry out a review of your Planned Overdraft at least once every 12 months.

11.3 If your account becomes overdrawn (or goes over a limit we have agreed for a Planned Overdraft) because a payment into the account has been returned unpaid by the paying bank or because we have added charges, we will also treat this as a request for an Unplanned Overdraft, or for an increase in your Unplanned Overdraft if you already have one. In each case, we will consider whether we agree to your request taking into account your personal circumstances. We will not be liable to you if we do not agree to give you an Unplanned Overdraft or increased Unplanned Overdraft and you may incur additional charges or interest, which we will debit from your account. We will tell you if we do this.

11.4 The amount you have to pay for an overdraft depends on whether it is a Planned Overdraft or an Unplanned Overdraft. The interest rate and charges that apply are set out in our banking charges and interest rate guides, in our offices and on our Website.

11.5 Where you do not have Available Funds to make a payment 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 but we will not charge you for small payments that we decline that are less than the buffer set out in our banking charges guides.

11.6 If a fraudulent or mistaken payment is paid into your account, we may reverse the payment and debit your account even if you have already spent it or it puts you overdrawn, in which case charges and interest in respect of any such overdrawn amounts will be incurred and we will debit your account accordingly. If this happens, we will let you know and will provide you with Additional Conditions relating to the overdraft facility, which you will be deemed to have accepted.

11.7 We do not provide overdrafts on Savings Accounts. By following instructions which result in any Savings Account becoming overdrawn, we are not giving our permission for that account to be overdrawn. In the event that your Savings Account goes overdrawn for any reason, you may incur additional charges and interest. We will tell you if this happens.

## 12. BENEFITS PACKAGES

We may offer different benefits packages (covering various insurance or other benefits) with different types of bank accounts covered by this Agreement. We will tell you the benefits packages which are available to you when you apply for an account. Further conditions for the benefits packages (including charges for the account or benefits package and any cancellation rights) are set out in the relevant Additional Conditions.

## 13. JOINT CUSTOMERS

13.1 If two or more of you are party to this Agreement, the following terms apply:

(a) Any of you can give us instructions independently of the others on your joint accounts. This means any one of you can, for example, withdraw all or any money on an account without the knowledge of the others, close an account or end a service, ask for statements to be given electronically alone or by paper too, and apply for overdrafts, cards, benefits packages and other services or different accounts with benefits packages which are covered by this Agreement and which are available on your joint accounts. We will not normally make enquiries about the purpose of any payment instruction or other instruction or confirm the instructions with the other joint customers, unless we are required to do so by the law or a regulator.

(b) Any one of you can replace an account, benefits package or service with another account, benefits package or service covered by these general conditions on behalf of all of you, unless we tell you otherwise in the Additional Conditions applicable to your account.

(c) Just as any one of you can withdraw money from a joint account, we can use money in your joint account to pay what one of you owes us on an account in a sole name under condition 18.

(d) Each of you is separately responsible for complying with the terms of this Agreement. If any one of you does not comply with the terms, we can take action against any or all of you alone or together. For example, we can take action to recover the whole of any joint account debt from any one or more of you, even if you did not know about the debt.

(e) We may give any information about your joint account and the payments on it to any one of you, although you can ask us to send you separate Current Account statements if you live at different addresses. We can act on information about you which any of you gives us.

(f) A notice we send to one of you will count as notice to all of you, and shall be deemed to have been received by all of you if sent to you using the contact details you last gave us.

(g) If we open an account for you jointly and you later wish to take someone off, add another person to the account or authorise someone else to operate the account, you must all apply to do so.

(h) 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.

(i) 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.

(j) If any of you die, we will continue to act on the instructions of the remaining joint customers in relation to any joint accounts held by you, including allowing them to withdraw any or all money from the accounts and provide instructions relating to any services or benefits associated with the accounts and you hereby indemnify us against any loss incurred by any successors, heirs, assigns or any other joint account holder as a result of our continuing to act in accordance with this condition following the death of any joint account holder.

## 14. AUTHORISING OTHERS TO OPERATE YOUR ACCOUNTS

14.1 You may authorise someone else to operate your account by signing a third party mandate or a power of attorney. For powers of attorney, we will need to see the signed document. In some cases we need to see the original signed document although for some powers of attorney we may be able to accept a copy certified by someone we reasonably think appropriate, such as a solicitor. Our acceptance of the form of the power of attorney with which you provide us will be dependent on the acceptability of such form pursuant to Gibraltar law. We may also request for you to provide us with a third party mandate in support of a power of attorney, and if any such request is refused, we reserve our right not to recognise the power of attorney to which such request relates.

14.2 In certain circumstances, the law may require us to allow someone else to operate your account (for example, if you become incapable or bankrupt, or in the event of your death), and any third party mandates or powers of attorney you have given may become ineffective.

- 14.3 For security reasons, we may not allow a person who is operating your account for you access to some services.
- 14.4 We will not be responsible for an act (or failure to act) of anyone you or the law authorise to operate your account, if we did not know or suspect he or she was acting dishonestly towards you.
- 14.5 We may, at our sole discretion, refuse to act on the instructions of any attorney appointed by you, whether or not we consider such appointment to be effective as a matter of law.

## Section D

### General Conditions

#### 15. PERSONAL INFORMATION

- 15.1 Examples of how we deal with your personal information are now set out in a new section at the end of this document entitled "Important information about your personal information".

#### 16. CHANGES TO THIS DOCUMENT AND THE ADDITIONAL CONDITIONS

##### Overview of changes we can make

- 16.1 We will not change a fixed rate or a bonus rate on your account or any other conditions, if we have agreed to fix it, for the time we have agreed to keep it fixed.
- 16.2 Otherwise, we can only make changes to this document and the Additional Conditions as set out below.

##### Changes to the Table of Accounts

- 16.3 We may make changes to the Table of Accounts from time to time. For example:

- (a) if we remove a type of account, we will give advance notice to the holders of those accounts;
- (b) if we add a new type of account, we will tell those customers who open the new type of account in which group within the Table of Accounts the new account falls. We will not advise you of this if you have not applied for the relevant new account; and
- (c) if we move accounts from one group in the Table of Accounts to another, we will give advance notice to the holders of the affected accounts.

An up-to-date version of the Table of Accounts is available on our Website.

##### Changes to interest rates and how we notify you of such changes

#### 16.4 Managed interest rates

- (a) If the account has a managed interest rate, that is, an interest rate that is not linked to an interest rate which comes from a publicly available source, we may change our interest rates.
- (b) If the change is to your advantage, we may make the changes at any time and without prior notice to you. We will, however, inform you afterwards.
- (c) If a change to be made is to your disadvantage, we will tell you at least two months before the change is to take place.

#### 16.5 Reference interest rates

If the account has a reference interest rate, that is, an interest rate that is linked to and tracks an interest rate which comes from a

publicly available source, we may change our interest rates at any time and without notice to you. Such changes to an interest rate may be applied immediately. Please contact us for more details relating to such changes to the interest rate.

##### Changes we can make only by giving you advance notice

- 16.6 Subject to the exceptions in conditions 16.3 to 16.5 above, as long as we give you advance notice we can:
  - (a) change this document and/or Additional Conditions;
  - (b) introduce new fees, or change the existing fees that you are charged, in relation to the account or on an overdraft where the change is to your disadvantage; or
  - (c) change the methods of disclosure of your identity, residence, account numbers and interest paid (together with any additional information we may hold about you and which is required as part of a disclosure), if you are resident in the EU for tax purposes, as set out under condition 10.7, in order to comply with changes to our legal and regulatory requirements.

##### Other changes to accounts with benefits packages

- 16.7 If you have an account with a benefits package, we will keep the benefits included in the package under review and we may:
  - (a) make changes:
    - (i) to the terms on which we provide the benefits package, the benefits included in the package and to the providers of those benefits; and
    - (ii) with the agreement of each provider, to the terms on which it provides the benefit, such as changes to the terms of an individual policy or service; or
  - (b) withdraw a benefits package from the account.

Where the type of benefit being changed or withdrawn is an insurance benefit that you have terms and conditions for, we will tell you tell you about those changes at least 30 days before we make the change or withdraw the package as long as you are free to end the agreement without charge or, if there is a charge, we agree to waive it. For all other types of benefits we may make changes at any time.

- 16.8 You can ask us at any time to change you to an account with a different benefits package (if you are eligible for it) or to change your account to a standard account without a benefits package. If you do, different fees may apply.
- 16.9 If funds are not available in your account to pay your regular account or benefits package fees (or use an Unplanned Overdraft to do so) on two consecutive occasions, or you stop being eligible for your existing account in any other way, we may change your account to one with a different benefits package.
- 16.10 We believe that this Agreement is fair. If any part of this Agreement becomes invalid because it is unfair or for any other reason, we can treat it as changed in a way that makes it fair and valid. The changed condition will then apply to you and to us on that basis, and the other conditions will remain fully valid. If any part of this Agreement becomes invalid because it is unfair or for any other reason and it cannot be changed to make it fair, this will not affect the validity of the other conditions.

##### Notifying you of changes

- 16.11 Where we give you advance notice, we will give you at least two months' notice before the change happens.

16.12 Where we give you advance notice, we may tell you about the change by either letter, electronically, statement messages or inserts or in any other way which is sent to you individually.

16.13 Except where we give you advance notice, we may notify you of changes in our offices, on our Website, through Telephone Banking, Internet Banking or in named publications or, if we can notify you about a change in a different way, we will do so in a way we think is reasonable and which satisfies our legal and regulatory requirements.

#### Accepting a change

16.14 When we give you advance notice of a change, you can, under most circumstances, end this Agreement or close or change an account without charge within the notice period we give you. If you do not do so, we are entitled to assume that you have accepted the change on the date the change comes into force. You are in any case generally free, under most circumstances, to close or change your related account at any time, unless we tell you otherwise in Additional Conditions.

#### Regulatory requirements

16.15 Regulatory requirements may require us to give advance notice of some changes, rather than make the change without advance notice. We will always, as a minimum, follow these regulatory requirements.

### 17. GENERAL LIABILITY

17.1 If we break this Agreement:

- (a) we will not be 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, for example delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; and
- (b) as this Agreement is made with you as a personal customer, we will not be liable for any business losses or costs you suffer (such as loss of business profits or opportunities).

17.2 You will not be liable for any payment instructions you did not give yourself (excluding instructions given under a power of attorney or third party mandate which we have accepted and relied upon), even if they were given using your card or Security Details, unless we can prove either:

- (a) that you have acted fraudulently in which case you will be liable for all payments from the account that we have been unable to stop; or
- (b) that you have been very careless with your card or Security Details (for example, if you do not tell us as soon as you think someone has discovered your Security Details or is accessing your account without your authority or you broke your obligations in condition 5), in which case (depending on the facts of the case and any legal requirements that apply) you may be liable for payments from your account but only until you have told us that your card or Security Details have been lost, stolen or could be misused.

17.3 If you are not liable for a payment, we will refund the amount of the 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, and will not have any further liability to you.

17.4 You acknowledge that we will not be liable for any failure by you to keep us properly informed of a change in your circumstances (including any change to your residence), and for any loss caused as a result.

17.5 Nothing in this Agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

### 18. USING MONEY BETWEEN ACCOUNTS (SET-OFF)

18.1 If any money you owe us (for example on a loan, credit card, mortgage, overdraft or otherwise) is overdue for payment, we may use any money you have in any of your accounts with us to reduce or repay (by way of set-off or otherwise) what you owe us.

18.2 We can use our set-off right, where you have accounts which 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

We will tell you at least seven days before doing this unless we reasonably think you will move your money to stop us.

18.3 We can use money in your accounts to pay something you owe us as described above even if there is a court decision against you or you are fined (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.

18.4 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 to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and subtract amounts you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are otherwise prevented by law.

18.5 If we decide to pay you money to settle a complaint you make against us or to provide compensation in relation to products covered by this Agreement, we may apply this money against any amount you owe us in relation to products covered by this Agreement (such as an overdraft). We will tell you before we do this.

### 19. ENDING THIS AGREEMENT OR AN ACCOUNT OR SERVICE

19.1 This Agreement will continue until you or we cancel or end it. If you are paying any monthly or other regular fees for an account, benefits package or service, the amount you pay will be limited to the period we provide that account, benefits package or service.

19.2 You may end this Agreement, or close an account or terminate a benefits package or a service under it, apart from Fixed Accounts, at any time by writing to us, visiting one of our branches or phoning us. Where you have not told us in writing, we may require confirmation in writing. You will also be treated as ending this Agreement in relation to an account if you do not make a payment into the account within six months of opening it. In certain limited circumstances you may be able to close a Fixed Account before the Fixed Account term has ended, subject to any additional requirements in the relevant Account Conditions.

- 19.3 We may end this Agreement, or end or refuse to provide any account, benefits package or service under it:
- (a) except in the case of Fixed Accounts, by writing to you and giving you at least two months' notice; or
  - (b) immediately if:
    - (i) you or someone else is, or we reasonably consider you or someone else may be:
      - (1) using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
      - (2) acting fraudulently;
      - (3) behaving improperly (for example, in a threatening or abusive manner); or
    - (ii) we reasonably consider that by continuing this Agreement:
      - (1) we may break a legal requirement or a court order or other authority;
      - (2) we (or another company in the Lloyds Banking Group) may be exposed to action from any government or regulator;
    - (iii) you have seriously or persistently broken this Agreement in any other way; or
    - (iv) we, in our absolute discretion, deem it necessary for legal, regulatory or any other reasons.
- 19.4 We may refuse to open, close or suspend an account or refuse to provide or stop providing a service or benefit if:
- (a) you are not eligible (or no longer eligible) for an account, benefit or service; or
  - (b) you do not use it for 12 months. In this case, you can ask us to remove any restrictions we have applied to the account, benefit or service at any time but we may need to check your identity before we do so.
- 19.5 If there have been no payments into or out of an account for 15 years (or other period specified by law) and we have lost touch with you, we may transfer any money in the account to a "reclaim fund" (which is a body set up to deal with unclaimed assets in dormant accounts). You will be entitled to reclaim any money transferred, and any interest payable, from the reclaim fund and if you ask us we can help you do this.
- 19.6 If we end this Agreement or stop providing an account, benefit or service, we will act in a manner we think is reasonably appropriate for the circumstance and will try to reduce the inconvenience to you.
- 19.7 When you or we end this Agreement, any benefit, service or account we provide under it will end and you must on our request:
- (a) repay any money you owe us, such as any overdraft and the amount of any cheques, card payments or other payment instructions you have made and which have not yet been taken out of your account;
  - (b) pay any charges and interest that you owe us (if you cancel, these will be the charges and interest applying to the period before this Agreement is cancelled); and
  - (c) return anything that belongs to us or that we have given you, such as cards and unused cheques (cutting both up before sending them).

If you or we end a service or benefit (but not the whole Agreement), you must take these steps as they apply to that service or benefit alone.

- 19.8 When your account is closed, you are responsible for cancelling any direct payments (such as Direct Debits, 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.
- 19.9 If this Agreement (or an account, benefit or service under it) ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.
- 19.10 When this Agreement ends (or 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 any liabilities owed to us, such as anything you owe us under condition 19.7 or, if you have broken this Agreement, any loss of ours as a result.
- 19.11 In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation, before releasing money in your account to your personal representative.
- 19.12 After this Agreement ends, we will keep our rights to use money between accounts under condition 18 and any rights we have under general law. We may continue to hold and use your personal data but only to the extent it is necessary to do so as set out in our Privacy Statement referred to in the section at the end of these terms and conditions headed 'Important information about your personal information'.
- 19.13 Without prejudice to any other terms of this Agreement, you have a right to cancel this Agreement within a period of 14 days from the date that we inform you that your Account has been opened. If you wish to cancel this Agreement within this time period, you may do so by writing to us, visiting our offices or phoning us.

## **20. 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.

## **21. 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.

## **22. LAW APPLYING TO THIS AGREEMENT**

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.

## **23. IF YOU HAVE A COMPLAINT**

If you feel that we have not met your expectations in any way, please contact us and request a copy of our complaints leaflet. Full details of our complaints procedures are detailed in our complaints leaflet.

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to solve this as quickly and efficiently as possible. If however, you are unhappy and would like to make a complaint please contact Lloyds Bank (Gibraltar) Limited, PO Box 1252, Ground Floor, Royal Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA.

We will then investigate the matter and try to reach a satisfactory conclusion.

If you are not happy with our final response or if we have not concluded our investigation after eight weeks, you may be able to refer your complaint to the Department of Consumer Affairs of the Government of Gibraltar. You can write to: Department of Consumer Affairs, 10 Governor's Lane, Gibraltar or alternatively you can phone them on (+350) 200 50788 or (+350) 200 44871.

#### **24. TAX REPORTING AND WITHHOLDING FOR CUSTOMERS WHO ARE SUBJECT TO THE TAX REGIME OF CERTAIN OTHER COUNTRIES (INCLUDING UK AND US)**

24.1 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 UK or the US) where we reasonably think or are required to presume you are subject to tax.

24.2 Where we are required to report information about you and/or your relationship with us, including information about your accounts, this information includes (but is not limited to) 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. In addition, we may need you to provide us with further information, documents or certifications about your identity, tax residence, nationality and status.

24.3 If we are required to report information about your accounts, you agree that:

- (a) you will provide additional information or documents we need from you and that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information we report or obtain from you to comply with our obligations;
- (b) if you do not provide us with information or documents we need, we may be required by certain jurisdictions to:
  - (i) apply a withholding tax to amounts, including interest, we pay to you; or
  - (ii) close your account; or
  - (iii) transfer the 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.

#### **25. OUR REGULATOR**

We are regulated by the Gibraltar Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar, GX11 1AA.

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## Other Information

### Important information about your personal information

This information is not part of your terms and conditions with us.

#### Who we are

Your information will be held by Lloyds Bank (Gibraltar) Limited and Lloyds Bank International Limited which are part of the Lloyds Banking Group.

More information on the Lloyds Banking Group can be found at [lloydsbankinggroup.com](http://lloydsbankinggroup.com)

#### How we share your information with Group companies

Your personal information will be shared within the Lloyds Banking Group so that we and any other companies in our Group can look after your relationship with us. By sharing this information it enables 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](http://international.lloydsbank.com/privacy) or contacting your local branch.

#### Undertaking credit searches

We may obtain information about you from credit reference agencies, fraud prevention agencies, and Group records to check your credit status and identity. The agencies will record our enquiries which may be seen by other companies who make their own credit enquiries. This may affect your ability to obtain credit elsewhere in the near future. We may also use credit scoring.

#### Undertaking credit searches on a joint applicant

When you opened your account(s), your application may have been assessed using credit reference agency records relating to you and anyone with whom you have a joint account or similar financial association. If a joint application has been made and such a link did not already exist then one may have been created. These links will remain until you successfully apply for a 'notice of disassociation' at the credit reference agencies. If you provided information on behalf of a joint applicant we understand you had their permission to do so and they have agreed that we are authorised to search, link and record information about them at credit reference agencies.

#### Checking your identity

We may ask you to provide physical forms of identity verification when you open your account(s). Alternatively, we may search credit reference agency files in assessing your application(s). The agency also gives us other details and information from the Electoral Register to verify your identity. The agency keeps a record of our search, whether or not your application proceeds. Our search 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.

#### Further 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](http://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.

### General Conditions

- We will communicate with you in English.
- Our charges will include our 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.
- For more information visit us at [lloydsbank.com/international](http://lloydsbank.com/international) or go to any Lloyds Bank branch.
- We will keep a copy of this document, which will be available from our Website or on request.

This document is correct as at **4 August 2014**.

# Appendix 1

Payment times in respect of instructions received prior to the relevant Cut-Off Time

Payment Method	When the payment appears on your statement (transaction date)	When you/the recipient can use the money (availability date)	Does Lloyds Bank make a charge?
Outward BACS Payment	Same day	2-3 days	No
Outward CHAPS Payment	Same day	Same day	Yes
Outward SWIFT Payment - Express	Same day	1-2 days	No
Outward SWIFT Payment - Standard	Same day	2-3 days	No
Outward SWIFT Payment - Euro	Same day		No
(i) to EU countries (ii) to non-EU countries		1-2 days 2-3 days	
Transfer to another account you hold within Lloyds Banking Group	Same day	Same day-3 days	No
Transfer to someone else's account within Lloyds Banking Group	Same day	Same day-3 days	No within Gibraltar, the UK, Channel Islands and Isle of Man Yes outside Gibraltar, the UK, Channel Islands and Isle of Man
Inward transfer from a Lloyds Banking Group Account	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	No

**Important Note:** In this Agreement, and in this Appendix, “**CHAPS**” means a transfer of money using the Clearing House Automated Payment System, “**BACS**” means a transfer of money using the Bankers Automated Clearing System and “**SWIFT**” means the Society for Worldwide Interbank Financial Telecommunication. Payments made by CHAPS will be processed more

quickly than payments made by BACS and SWIFT and payments may only be made by BACS if they are to another bank account within Gibraltar, UK, Channel Islands and Isle of Man. Further details of these payments systems, and processing times in respect of specific payments further to the information detailed above, can be provided on request.



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## Appendix 2

### Contact details

- General
  - You can write to us at Lloyds Bank (Gibraltar) Limited, PO Box 1252, Ground Floor, Royal Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA, or call us on **(+350) 200 50999**. Call costs may vary depending on your service provider. You can also contact us for certain queries by completing an “enquiry form”, available through the “contact us” link on our Website.
  - You can contact us using RNID Typetalk on any of our telephone numbers. If you need to be called back and would like us to call you through RNID Typetalk, please tell us when you call.
  - You can also write to us at 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.
- To find out our current interest rates please call **08457 449 900** if you are in the UK or **+44 (0) 1539 736626** if you are abroad.
- To find out our standard exchange rates for foreign cheques, international payments and foreign currency card transactions, please visit us in branch or call **08457 449 900** if you are in the UK or **+44 (0) 1539 736626** if you are abroad.
- For enquiries about the information we hold about you: please write to PO Box 1252, Ground Floor, Royal Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA .
- To tell us of a change of name or address: please visit our Lloyds Bank (Gibraltar) Limited office, call Telephone Banking or send us a change of name/address form (which you can get in branch or through Telephone Banking or Internet Banking).
- If your card is lost, stolen or you think someone has discovered your Security Details: please call **0800 096 9779** if you are in the UK, or **+44 (0) 1702 278 270** if you are abroad.



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### **Important Information**

Lloyds Bank (Gibraltar) Limited trading as Lloyds Bank. 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 (Gibraltar) Limited is a participant in the Gibraltar Deposit Guarantee Scheme ("the Scheme") established under the Deposit Guarantee Act 1997. 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.

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Go to [lloydsbank.com/international](http://lloydsbank.com/international) or  
contact your relationship manager

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**LLOYDS BANK**