

Your Banking Relationship with us

Personal Banking terms and conditions

This booklet 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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SECTION A – Introduction to this agreement

1. The services this agreement covers

- 1.1 This document sets out in one place the general conditions for our bank accounts and related services for United Kingdom (UK) personal customers. These accounts and services may also have additional conditions (see condition 2 for more details). If we offer other services in the future, we will make it clear at the time if these general conditions will apply to them.

Bank accounts

- Our current and savings accounts are covered by these general conditions (but our ISAs and Guaranteed Investment Accounts are covered by separate agreements).
- We offer a range of current accounts. These may be stand alone or part of a package of services including, for example, some types of insurance. For certain customers, we offer a simpler current account which does not have all our current account services.
- Money can be paid directly into a current account in cash, by cheque or electronically. You can take money out in many different ways, such as by cheque, card, in cash, electronic transfer, Direct Debit or standing order.
- We may let you have an overdraft on your current account and, as part of our overall service, we will always consider a request for an Unplanned Overdraft or increased Unplanned Overdraft (which is described more fully in condition 16) and tell you of our decision. Often we do grant an Unplanned Overdraft for a short period 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 or embarrassment for our customers.
- If you want to put some of your money aside, you can open a savings account. You are normally more limited in the ways you can take money out of a savings account, compared to a current account.
- Some accounts do not have all the features or services set out in this agreement. For example, we also offer Islamic current accounts which are without Planned Overdrafts, interest charges or interest payments. Condition 2 explains how these general conditions will apply to those accounts.

Cards

- Cashpoint® debit and cheque guarantee cards are covered by these general conditions. (Terms of use for our other cards, such as credit cards and prepaid cards, are covered by separate agreements.)
- You can use debit cards 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.
- You can use Cashpoint® cards to take money from your current accounts (and some savings accounts) by making withdrawals from cash machines.
- Cheque guarantee cards carry a promise from us to pay cheques which have the card number written on them up to the amount shown on the card. Some debit cards can also be used to guarantee cheques where they have a cheque guarantee symbol.
- See Section E for more details about cards.

Telephone Banking, Internet Banking and text messaging

- You can give us instructions and access information on your accounts, by phone using Telephone Banking or, once you have registered, electronically using Internet Banking. You can do this for any credit card and personal loan accounts you have with us (even though they are not otherwise covered by these general conditions), as well as for your current and savings accounts. See Section B for more details.
- Once you have registered, we can also provide text message services, involving us sending texts with information about current accounts covered by these general conditions. They are intended to provide occasional updates on accounts, and do not replace the need for you to check your statements regularly. See Section C for more details.

- 1.2 The specific features of any account or service depend on the type you choose. 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 a Planned Overdraft if you are under 18.

- 1.3 An important part of our role as your bank is to help you manage your finances. We do not generally provide advice, but we can use information we have about you to work out your needs, and to suggest other services we think might interest you. To find out more about how we and other Lloyds TSB group companies use your personal information, please read condition 28.

Please ask us if you would like more information about this agreement or any other matter by visiting one of our branches, calling us or writing to us.

2. How this agreement works

- 2.1 Our agreement with you for the above bank accounts and services is made up of the general conditions in this document and any additional conditions we give you when you apply for these accounts or services.
- 2.2 **'Additional conditions'** are the interest rates, charges and other terms that apply to a specific service or account that are not included in this document. These will include, for example minimum and maximum balances; how to qualify for a particular account, service, rate or benefit; or notice periods on savings accounts. We will give you these additional conditions separately – for example in application forms, letters, leaflets, on our website, in our banking charges guide or by phone.
- 2.3 If any additional condition contradicts any general condition in this document then the additional condition will apply.
- 2.4 General law (for example, about banking or consumer protection) applies to the accounts and services we provide you. Unless the general law cannot be changed or excluded, the terms in this document and the additional conditions apply if there is any difference between them and the general law.
- 2.5 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.)
- 2.6 In this agreement, **'we'** are Lloyds TSB Bank plc (except that, **'we'** will be Lloyds TSB Scotland plc for a particular account or other service if we tell you it is provided by that company or told you when you first applied for it.)

SECTION B – CONTACT AND SECURITY

3. Contacting each other

- 3.1 Our contact details are in the contact details section at the end of this document.
- 3.2 You can give us instructions and notices in branch, in writing or using Telephone Banking or Internet Banking (but not by email unless we tell you otherwise). Your instructions and notices are not effective until we actually receive them.
- 3.3 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, and we will not be liable if we fail to contact you or if we send confidential information to your former contact 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.
- 3.4 We may listen in to (or record) any phone calls with you to check we have carried out your instructions correctly, to help improve our service, and to help detect or prevent fraud or other crimes.
- 3.5 You can usually use our Telephone Banking, Internet Banking and text messaging services at any time but repairs, updates and routine maintenance on our systems and those of our suppliers mean particular services may be slow or unavailable from time to time.
- 3.6 It may be unlawful for you to receive our text messages, or use Internet Banking or other services, in some countries abroad. You must check this and take appropriate action, such as pausing text messages (which will also save you the extra cost of receiving texts overseas), not taking our security devices abroad, or not using Internet Banking. You will be liable if you break foreign laws, and for any loss you cause us as a result.

4. Security

- 4.1 We need to check your identity before you can give us instructions or find out confidential information about your accounts.
 - You must sign instructions given on paper.

- When you are in a branch, we may ask you for identification.
 - To use Telephone Banking and Internet Banking you must use security codes, and you may also have to use security devices where we require. Security codes may be personal identification numbers ('PINs'), security numbers, information produced by security devices, memorable information, passwords or other information we use to check your identity.
 - When we send you a card we will give you security codes (typically including a PIN) to use with your card and we may require you to sign the card. You can change the PIN by following instructions on most cash machines.
- 4.2 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 your security codes or any security devices, not even someone sharing a joint account with you as he or she will have his or her own;
 - (c) keep any security devices secure and protect them from damage;
 - (d) do all you reasonably can to make sure no one finds out your security codes, for example by not:
 - choosing obvious security codes, such as your date of birth;
 - writing them on (or keeping them with) your cards or banking documentation;
 - writing them down in a way that is recognisable; or
 - letting anyone listen in to your calls with us, or watch you entering your PIN or using Internet Banking; and
 - (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 26.
- 4.3 If you use Internet Banking, your computer and modem 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.
- 4.4 You are responsible for checking statements, text messages or other account information we give you.
- 4.5 You must tell us as soon as you can (see the contact details section) if you:
- notice any errors;
 - experience malfunctions with our services;
 - think any security devices, cheques or cards have been lost, stolen, damaged or are being misused; or
 - think someone knows your security code or may be accessing your accounts without your authority.
- 4.6 You must give any information and help we reasonably ask for to deal with misuse or unauthorised access, 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 the UK or (if appropriate) abroad.
- 4.7 If you tell us about any errors on your account, or we notice any, we will correct them as soon as reasonably possible.
- 4.8 Because email is not secure, we strongly recommend you do not email us confidential information or electronic instructions (as they must only be given through Internet Banking). All email is at your own risk.
- 4.9 We will do all we reasonably can do to prevent unauthorised access to your accounts and to make sure they are secure.
- 5. Giving us instructions**
- All instructions**
- 5.1 For security purposes we may at any time set (or change) the maximum amount that can be taken out of your account in certain circumstances. We will let you know we are stopping a payment, if we stop it on this basis.
- 5.2 When you give us an instruction to make a payment we will rely on details you provide, such as the sort code and account number. (If you give a payment instruction using Telephone Banking or Internet Banking, we will give you the chance to check and confirm your instruction.) You are responsible for checking you give us the correct details. We will not be liable if your payment is delayed or sent to the wrong person as a result of you giving us the wrong details.

- 5.3 In general, you cannot cancel or change your instructions unless they are for a future date and have not yet been processed. If you ask us to cancel an instruction, we may make a charge for trying to cancel it, whether or not we succeed.
- 5.4 If you need to make an urgent payment or give us an instruction which is particularly important, you should contact us either in person (by going to a branch or by Telephone Banking) or in writing by special delivery or courier, and call us to confirm receipt.

Telephone Banking and Internet Banking

- 5.5 As long as we have been given your security code and completed our Telephone Banking or Internet Banking security checks, we are entitled to assume we are dealing with you and will:
 - (a) act on (and you will be bound by) all instructions, and
 - (b) allow access to confidential information we hold about you and your accounts, without getting further confirmation from you.
- 5.6 However, you will not be liable for any instructions you did not give yourself, even if they were given with your security codes, unless we can prove you were fraudulent or acted without reasonable care (for example if you do not tell us as soon as you think someone knows your security codes or is accessing your accounts without your authority or you broke your obligations in condition 4.2).
- 5.7 We will not treat you as breaking your security obligations just because you use 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.) However, if your security codes are misused as a result, you will be liable for the consequences until you tell us about the misuse and we have had reasonable time to take appropriate action to stop it.
- 5.8 This agreement will apply to your use of Telephone Banking and Internet Banking in relation to any credit card and personal loan accounts you have with us, as well as for any current and savings accounts.

SECTION C – Text message services

6. All text services

- 6.1 If you register for this service, we will send you information about your current accounts (including those in joint names) to a mobile phone registered on a UK network, but not information about your savings or loan accounts. We may only allow you to register one mobile number with us at any time. This will apply to all of your accounts. However, joint account holders may each register for the service and receive information about the joint account and their other accounts.
- 6.2 We do not send texts on weekends or bank holidays.
- 6.3 We will only send you each text once. If you delete a text we cannot send it again.
- 6.4 You can end a text service for any particular account at any time.
- 6.5 You can also ask us to pause a text service at any time (for example, if you go abroad). To do so, you must pause the service for all your accounts.
- 6.6 You are responsible for making sure no one has access to confidential information shown on (or stored in) your mobile phone and for telling us immediately if your mobile phone is lost or stolen, or if you change your mobile phone number. Otherwise we will continue to send text messages to the mobile phone and we will not be liable if your account information becomes known to someone else as a result.
- 6.7 If we break this agreement by not sending you a text (or by sending an inaccurate text) we will not be liable for any loss of profit, revenue, goodwill, reputation or opportunity which you suffer as a result.
- 6.8 In this agreement, **'we'** are Lloyds TSB Scotland plc where we provide a text service for an account you hold with Lloyds TSB Scotland plc.

7. Limit Alert service

- 7.1 You can register for our Limit Alert service for any of your current accounts. We will then send you two types of text:
 - (a) a **'near limit alert'** to tell you if you have less than £50 of available funds on the account; and
 - (b) an **'over limit alert'** to tell you if you do not have enough available funds for:
 - (i) a standing order you have tried to make from the account, where we have given you an Unplanned Overdraft or returned the payment; or
 - (ii) another type of payment that is to be paid later that day.

Please see condition 16 to find out more about Unplanned Overdrafts, returned payments, and how we work out your available funds.

- 7.2 We will send you one 'near limit' alert or one 'over limit' alert, as appropriate, before 10 am (UK time) each day the alert is needed.
- 7.3 As we do not want to bombard you with texts each time your available funds fall below £50, we will not send you near limit alerts more than two days in a row, unless your account balance changes. (For example, if your available funds drop to £45 and we send a first near limit alert on Monday, we will repeat it on Tuesday if you are still at £45, but not on Wednesday unless your balance has changed to, say, £30).
- 7.4 If we send you a text, it gives you the opportunity to increase the available funds in your account (for example, by paying extra money into your account) to meet payments for which you may not otherwise have available funds. You can contact us to find out by how much you need to increase your available funds as a result of an over limit alert. Then:
 - (a) if a standing order triggered that alert, and you increase the available funds by 3.30pm (UK time) the same day, we will not charge you for having returned the standing order or for having given you an Unplanned Overdraft to cover it; or
 - (b) if another type of payment triggers the alert, you can increase the available funds by 3.30pm (UK time) the same day in order to cover the payment. Otherwise, we may return the payment or agree to give you an Unplanned Overdraft to cover it.
- 7.5 We will charge a monthly fee for each account registered for the service at any time during the month. We will take the fee from that account at the end of the month. If the account is a joint account, we will only charge a single fee for the account.
- 7.6 If you cancel the service within the first 14 days after registering an account, we will not charge you for the service for that account.
- 7.7 Even if you pause the service, you must continue paying the monthly fee.

8. Balance advice service

- 8.1 You can register for our balance advice service for any of your current accounts. We will then send you texts showing the account balance and up to the last six transactions on the account.
- 8.2 We will send you texts once a week on the day of your choice.

SECTION D – Banking services

9. Cut-off times, working days and clearing cycles

- 9.1 We process payments, transfers and instructions up until a cut-off time each working day. If we receive instructions or payments after the cut-off time, we will process them the next working day. In this section D the time periods we give assume we receive a payment, or your instruction to make a payment, before the cut-off time on a working day.
- 9.2 The cut-off time is different for branches, Telephone Banking and Internet Banking.
- 9.3 By '**working days**' we mean Monday to Friday (other than bank holidays recognised in England and Wales).
- 9.4 In conditions 10, 11 and 12 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 them (or, where relevant, use them to reduce the interest you pay if you owe money on your account); and
 - (c) when they '**clear**' (meaning they become available for withdrawals or other payments out of your account). We call this the '**clearing cycle**'.

10. Cheques paid into your account

- 10.1 When you pay a cheque into your personal account with us, we have to send it to the '**paying bank**' (the bank holding the account from which the cheque is paid) for payment. The clearing cycle for cheques reflects the time it takes to send the cheque to the paying bank, for that bank to deal with it, including deciding whether it can pay the cheque and to tell us if they decide not to pay it.

- 10.2 The clearing cycle will depend on where the cheque is from. The clearing cycle for different types of cheques is explained below.
- 10.3 On some of our current accounts we offer 'instant cheque value', which means we will start paying you interest straight away for the first £1,000.00 of cheques you pay in over the counter at one of our branches before the cut-off time on a working day. For amounts over £1,000.00 or where we do not offer instant cheque value we will pay interest at the time stated below.

10.4 **Cheque from a non-Lloyds TSB account**

- (a) We will show the cheque in your account within a working day of you paying it in.
- (b) On the second working day after you pay it in, we start paying you interest on the cheque (or use it to reduce the interest you pay).
- (c) The cheque usually clears on the fourth working day after you pay in the cheque.

So, for example, if you pay in a non-Lloyds TSB cheque on a Monday, you will see it on your statement the same day, it counts towards interest on Wednesday, and you can normally use the money on Friday.

- (d) However, it takes an extra working day for a cheque to clear if it is paid in at the Post Office.
- (e) It also takes an extra working day for a cheque to clear if it is paid out of an account held in another part of the UK. (For these purposes, parts of the UK are: England and Wales; Scotland; and Northern Ireland.)

From December 2007, an extra day will no longer be added for cheques from another part of the UK.

10.5 **Cheque from another personal Lloyds TSB account**

Normally, we will show this in your account, pay interest on it (or use it to reduce the interest you pay) and allow it to clear within a working day of you paying in the cheque.

10.6 **Cheque from a Lloyds TSB business account**

- (a) If you pay in the cheque at the branch holding the business account we will show it in your account and pay interest on it (or use it to reduce the interest you pay) on it within a working day, and it will usually clear the next working day.
- (b) 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 non-Lloyds TSB account.

- 10.7 Foreign cheques take longer to clear (see condition 11). You can ask us for an estimate of the time it will take to clear a foreign cheque when you pay it in.

10.8 **Unpaid cheques**

- (a) The paying bank may return a cheque unpaid, in which case we will write to let you know and we will have to take the money back out of your account, even if it puts you into overdraft.
- (b) Cheques are rarely returned more than four or five working days after you pay in the cheque. Just occasionally we may not find out a cheque has been returned until later, in which case we can still take the money back out of your account, even if you have already spent it or it puts you into overdraft.

However, from December 2007, money will generally not be taken from your account later than the end of the sixth working day after you paid in the cheque if it is returned by the paying bank.

- (c) If you need to be sure a cheque has been paid, please ask us about our special presentation service at the time you pay in the cheque.
- (d) We may not always accept a cheque for payment into your account if it is more than six months old.

11. **Foreign cheques paid into your account**

- 11.1 **'Foreign cheques'** mean cheques in a foreign currency or cheques in pounds sterling paid out of an account at a bank abroad (other than in the Isle of Man, Gibraltar or Channel Islands).
- 11.2 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 signature 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, both of you must sign the back of the cheque.
- 11.3 We offer foreign currency accounts, into which you may be able to pay foreign cheques in the matching currency instead of pounds sterling.

- 11.4 If you wish to pay a foreign cheque into your account, we may choose to **'collect'** it or **'negotiate'** it.
- (a) If we negotiate the cheque, we will buy it from you by paying you the amount of the cheque or the pounds sterling equivalent. We will then get payment from the paying bank.
 - (b) If we collect the cheque, we send it on your behalf to the paying bank. We may use an agent to do this. We will pay the amount of the cheque or the pounds sterling equivalent into your account only when we get payment from the paying bank. The time this takes may vary depending on the paying bank or its country.
- 11.5 For this type of transaction the exchange rate we use when converting a foreign cheque into pounds sterling will be, as appropriate:
- (a) our standard exchange rate for collecting cheques on the first working day after we receive the payment from the paying bank; or
 - (b) our standard exchange rate for negotiating cheques on the day we buy the cheque from you.
- 11.6 If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or the pounds sterling equivalent from your account. If we converted the cheque into pounds sterling, we will change it back into the foreign currency using our standard exchange rate for this type of transaction on the day we take it from your account.
- This normally means we take a larger amount from your account than we originally paid in. The exchange rate for the foreign currency may also have worsened between our paying the money in and taking it out.
- 11.7 We will take our charges for dealing with foreign payments, 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.
- 11.8 Occasionally it is not possible to obtain payment of foreign cheques because of local foreign exchange or other restrictions.
- 11.9 If we incur any costs or other obligations in collecting or negotiating 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 collect or negotiate the cheque.

12. Electronic and cash payments into your account

12.1 Electronic payments

- (a) When we receive an electronic payment to your account we will normally show it in your account and allow it to clear on the same day, and pay interest on it (or use it to reduce the interest you pay) from the same day.
- (b) An electronic payment can be recalled by the paying bank even if it has been added to your account. If this happens, we will take the money back out of your account, even if you have already spent it or it puts you into overdraft.

12.2 Cash

- (a) **Paid in at a Lloyds TSB branch:** normally, we will show the payment in your account and allow it to clear straight away, and pay interest on it (or use it to reduce the interest you pay) within a working day.
- (b) **Paid in at a Post Office or another bank:** normally, we will show the payment in your account and pay interest on it (or use it to reduce the interest you pay) the day we receive it, and allow it to clear the next working day. (We normally receive the value for your cash deposit two working days after you paid it in.)

13. Payments out of your account

13.1 Cheques

- (a) When we receive a cheque for payment we will normally 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 pays it in (which can be months later).
- (b) It is your responsibility to make sure you have available funds in your account (see condition 16) to cover any cheques you have written. Otherwise we may return the cheque unpaid. Where Scots law applies and we return the cheque unpaid, we may also keep money aside from your account (it will no longer form part of the available funds):
 - to pay towards the cheque, if we receive another request to pay it, or

- until you can show us (to our reasonable satisfaction) that you no longer owe any money in relation to that cheque.
- (c) You may be able to stop a cheque (apart from a guaranteed cheque) that has not yet been paid in by calling your branch with the details and confirming them in writing. (They will need the cheque number, amount and date, who it is payable to, and similar details for any replacement cheque.) We may charge 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. Otherwise, we will not be liable if we pay the old cheque from your account.
 - (f) We may not always accept a cheque for payment out of your account if it is more than six months old.
- 13.2 Payments through Telephone Banking and Internet Banking**
- (a) **Payments to accounts at other banks:** we take the money from your account the working day after you ask to make the payment, and your payment usually arrives the third working day after.
So, for example, if you ask to make a payment on Monday, normally we take it from your account on Tuesday and it arrives on Thursday.
We will continue paying you interest on the payment amount for up to two working days from it leaving your account to allow for the time it takes to reach the other account.
 - (b) **Payments to other Lloyds TSB accounts:** these will usually arrive within a working day, or straight away in the case of payments to Lloyds TSB personal accounts.
- 13.3 Direct Debits**
- Direct Debits are your authority for a business or other organisation to collect varying sums of money from your account on a regular basis. The organisation collecting the payment will normally tell you at least 10 working days before changing the payment dates or amount of money we take from your account, unless you agree otherwise.
- (a) We allow Direct Debit payments to be collected from your account on the date specified in your Direct Debit instruction. If the payment falls due on a non-working day we will make the payment on the next working day.
 - (b) If you think there has been an incorrect Direct Debit payment, you should tell us immediately so we can arrange a full and immediate refund – even if the original error was made by the organisation collecting the payment. You should also contact that organisation to let them know what you have done and why.
 - (c) If you wish to cancel or change a Direct Debit, you are responsible for telling us and the organisation collecting the payments. We will need a reasonable amount of time to put the cancellation or change into effect.
- 13.4 Standing orders**
- Standing orders are where you tell us in advance to take regular payments out of your account.
- (a) Standing order payments to an account at another bank take three working days to arrive. Standing order payments to another Lloyds TSB account usually arrive within a working day.
 - (b) We will continue paying you interest on the standing order amount for up to two working days from it leaving your account to allow for the time it takes to reach the other account.
- 14. International payments out of your account**
- 14.1 When you ask us to make an international payment, we have to send it through the banking system in the foreign country and we may need to appoint an agent in that country to do this for us. We will not be able to control exactly when the payment will be received by the foreign bank. This will depend on the banking practice of that country. We will try to tell you when the foreign bank should receive the payment, but their customer may not receive the payment the same day.
 - 14.2 If you make a foreign currency payment, we will tell you the exchange rate that will apply. If you make a pounds sterling payment, we cannot control the exchange rate applied by the foreign bank.
 - 14.3 We charge for this service and the person receiving the payment may also have to pay the foreign bank's charges. You may request to 'pay all charges' where you agree to also pay the charges of the foreign bank instead of the person receiving the payment. We may not be able to tell you in advance how much the foreign bank or agent will charge.

14.4 Where we properly incur any costs or other obligations when acting for you in making an international payment, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not acted for you.

15. Interest and charges

15.1 We give you details of our current interest rates, charges (such as monthly account charges, charges for certain card payments, and overdraft request, arrangement, renewal and usage charges) and charging dates in our banking charges and interest rate guides (or other additional conditions) and on our website. You can also find them out by contacting us (see the contact details section). We may change our interest rates, charges and charging dates under conditions 32 and 33.

15.2 We will calculate any interest we pay or charge on a daily basis (unless we have told you otherwise). We may also pay interest on some payments before they clear (for example, instant cheque value).

15.3 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. We also pay compound interest once we have added the interest to your account. **'Compound interest'** is interest earned on interest.

15.4 Where we add interest to your account, we pay it 'net' (taking off income tax at the standard rate) unless we are allowed to pay you gross interest (without taking off tax). For example, we can do this if you (or all of you on a joint account) give us a completed Form R85 (or any replacement form). You can get the form from our branches or from HM Revenue & Customs.

15.5 Higher rate tax payers may have to pay additional tax themselves.

15.6 We will charge you any interest at the end of every month unless we tell you otherwise in the additional conditions for your account. We may also charge compound interest.

15.7 We may take any interest and charges you owe us from money available in the same account, or from your other accounts as allowed under condition 30.

16. Overdrafts and available funds

16.1 An **'overdraft'** is where we lend you money when you would not otherwise have available funds to make a payment out of your current account. The **'available funds'** is the amount you can use to make payments out of your account each day. This will be:

- (a) the cleared credit balance on your account *plus* the amount of any Planned Overdraft (the overdraft limit); *less*
- (b) the amount of card payments we have authorised but not yet taken from your account.

16.2 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.

16.3 Overdrafts are always repayable 'on demand'. This means that we can ask you to repay 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.

16.4 A **'Planned Overdraft'** is an overdraft up to an agreed overdraft limit that we may agree to taking into account your personal circumstances, and which you arrange with us in advance so as to increase the available funds in your account. We will send you a letter setting out the terms of any Planned Overdraft, including how long the Planned Overdraft will apply. If no period is specified in that letter, then your Planned Overdraft will be for 12 months and we may at our discretion agree to keep renewing it for further periods, which will also be for 12 months unless we tell you otherwise.

16.5 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, and 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.

- 16.6 When your account goes into Unplanned Overdraft (but not when we increase one you already have), we will write to tell you we have agreed to it and our charges for considering and agreeing to your request, but we will ignore any Unplanned Overdrafts which are repaid by the end of the day. We only provide Unplanned Overdrafts for a limited period and we will write to tell you when you must repay one. Your Unplanned Overdraft will in any case end as soon as you have available funds again in your account (but this does not stop you requesting a new Unplanned Overdraft in future).
- 16.7 The amount you have to pay for an overdraft depends on whether it is a Planned Overdraft or an Unplanned Overdraft. The interest rates and charges that apply are set out in our banking charges and interest rates guides, in branches and on our website. We will tell you personally about the charges and interest you will have to pay at least 14 days before we take them from your account.
- 16.8 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. We will write to tell you we have declined your request, and our charges for considering the request, dealing with the other bank and telling you about this service.

17. Benefits packages with certain accounts

- 17.1 We may offer different benefits packages (covering various insurance or other benefits) to go with different types of bank accounts covered by this agreement. We will tell you which benefits packages are available to you when you apply for an account. Further conditions for the benefits packages (including charges, changes to packages and any cancellation rights) are set out in condition 34 and the relevant additional conditions.
- 17.2 If you have taken out a general insurance policy through us in connection with one of our accounts, we will hold any money we receive in relation to the insurance (including any premiums, and any claims payments and premium refunds paid to us by the insurer) in our capacity as a bank approved by the Financial Services Authority, rather than as a trustee for you (or in Scotland as an agent for you), and the Financial Services Authority's client money rules do not apply to the money.

SECTION E – Cashpoint® debit and cheque guarantee cards

This Section E contains some further conditions for Cashpoint® cards, debit cards and cheque guarantee cards used on current accounts. Cashpoint® cards can also be used on some savings accounts. (Our other cards, such as credit cards and prepaid cards, are covered by separate agreements.)

18. Using your card

- 18.1 As soon as you receive a card we have issued, you must sign it if it has a place for a signature.
- 18.2 You must never allow anyone else to use your card or card number (the long number on the front of the card). You must follow instructions we give you about using your card and card number and keeping them safe.
- 18.3 Cards and card numbers are a way of getting money out of your account (we may apply daily limits on the amount of cash withdrawals). They do not give you any additional rights to borrow money.
- 18.4 We may replace your card with a different type of card that has improved features – for example, we may replace a Cashpoint® card with a debit card. We will only do this if the fees for the replacement card are not higher than for the old card, unless you agree otherwise. We will tell you about the improved features when we send you the replacement card. If you are not happy to receive the replacement type of card, you can ask us to replace it with the old type of card, if it is still available.

19. Card payments

- 19.1 A retailer may contact us or our agent for confirmation ('authorisation') that you can use your card or card number to make a payment. We have the right to refuse authorisation for a withdrawal, cashback or other payment out of your account for any reason in condition 31.3, if you do not have available funds, or if you exceed any limit on the card account. For your protection, we may also sometimes refuse to authorise a payment if it seems unusual compared with the way you normally use your card account.
- 19.2 Once a card or card number has been used, that payment cannot be stopped.
- 19.3 If a retailer is responsible for refunding a card account payment to you, we will only add the refund to your account if the retailer tells us to.
- 19.4 **Foreign payments:** we will convert a foreign currency payment on your card account into pounds sterling on the day we take the payment out of your account.

- (a) The exchange rate we use is a combination of the rate set by the international payment organisation (for example, Visa or MasterCard) whose name or marks appear on the card and a percentage added by us and set out in our banking charges guide.
- (b) However, if you use your card to withdraw euro from a LINK cash machine in the UK, 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.

20. Extra cash machine features

- 20.1 You can use your card in some cash machines to get information about your account.
- 20.2 Some cards allow you to pay money into your account at Lloyds TSB Cashpoint® machines with a deposit feature.

21. Loss, theft and misuse of cards

- 21.1 If your card is lost or stolen, or if your card or card number is likely to be misused for any reason at all, or if someone else discovers your PIN, you must tell us as soon as possible (see the contact details section at the end of this document). You can also contact any Lloyds TSB branch. We may ask you to send us written confirmation of your call within 7 days.
- 21.2 For your protection, if we suspect a card has been lost or stolen, or that a card or card number is liable to misuse, we may take any steps we reasonably think necessary to deal with the risks.
- 21.3 You must destroy a card immediately if you find it after you have told us of its loss, theft or misuse. This is because we will already have cancelled the card.

22. Our and your liability

- 22.1 We are not liable if a retailer, bank, cash machine or other machine does not accept your card or card number.
- 22.2 You will be liable if you act dishonestly.
- 22.3 You will not be liable if someone uses your card or its details without your authority unless we can prove you have acted fraudulently or without reasonable care (for example if you do not tell us as soon as you think someone is using your card or its details without your authority or you broke your obligations in condition 4.2). You will be liable if you allow someone to use your card or card number.
- 22.4 However, if someone (who is not your agent) fraudulently uses your debit card or card number to make a payment in relation to a distance contract for a financial service, you may ask us to cancel the payment and refund it to you, unless we can prove you authorised the payment.

23. Stopping or delaying card use

- 23.1 We may replace, change, cancel, suspend, or ask you to return or destroy, your card at any time for any of the reasons in condition 31.3. We may also decide not to renew your card for any of the same reasons, without telling you in advance. You must then stop using the existing card and card number.
- 23.2 All cards belong to us. We, or a person acting for us (for example, a retailer) may take or retain a card on our behalf. You must then stop using the card and card number.

24. Cheque guarantee cards

- 24.1 If we issue a card with a cheque guarantee symbol on it, you may use it to guarantee our payment of cheques (up to the amount stated on the card) from your current accounts held at the same branch. It only covers cheques issued in the UK, Channel Islands and Isle of Man.
- 24.2 To guarantee payment of a cheque, you must sign and date the cheque in the presence of the person you are making the payment to (such as a retailer) and he or she (not you) must write the card number on the back of the cheque.
- 24.3 The benefit of a cheque guarantee card is to give an assurance to the person you are making the payment to that we will pay the cheque even if there are not available funds in your account to make the payment. So, if you write a cheque for which you do not have available funds we will treat this as a request for an Unplanned Overdraft or increased Unplanned Overdraft.
- 24.4 We may pay any cheque you have written which appears to be properly guaranteed, even if there are technical irregularities in how the card has been used or the cheque has been made out (for example, if it is not properly signed or dated). You cannot stop payment of a guaranteed cheque.

24.5 You must not write a guaranteed cheque more than once in a transaction or to obtain cash more than once a day. Otherwise, we may not pay the cheque.

SECTION F – General provisions

25. Joint customers

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 and other services or 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 or instruction or confirm the instructions with the other joint customers.
- (b) Any one of you can replace an account, service or benefits package with another account, service or benefits package covered by these general conditions on behalf of all of you.
- (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 30.
- (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 debt relating to the joint account from any one or more of you, even if you did not know about it.
- (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.
- (g) If we open an account for you jointly and you later wish to take someone off 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 can (but are not bound to) treat the remaining joint customers as entitled to all money and other assets we hold and may act on their instructions.

26. Authorising others to operate your accounts

- 26.1 You may authorise someone else to operate your account by signing a third party mandate or a power of attorney (we recommend you get independent legal advice before you do). For powers of attorney, we will need to see the signed document, or a copy certified by someone we reasonably think appropriate, such as a solicitor.
- 26.2 In certain circumstances, the law may require us to allow someone else to operate your account (for example, if you become mentally incapable or bankrupt, or die), and any third party mandates or powers of attorney you have given may become ineffective. We recommend you get independent legal advice on how to prepare for these circumstances.
- 26.3 For security reasons, we may not make some services available to another person who is operating your account.
- 26.4 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.

27. Statements

- 27.1 We will send you statements at least once a year. For your current accounts, we will normally send you a statement once a month.
- 27.2 If you use Internet Banking, we will provide electronic statements and you can tell us to stop sending you paper statements for all (or any) of your accounts with us accessible by Internet Banking.
- 27.3 You can change your mind, and tell us to start sending you paper statements again.
- 27.4 We may use messages on or with your statements to tell you about changes to this agreement.

28. Personal information

28.1 **'Lloyds TSB group companies'** include us and all other companies with the Lloyds TSB name, Cheltenham & Gloucester plc and Scottish Widows plc, and their associated companies.

Personal information that we collect

28.2 Your **'personal information'** is the information about you that Lloyds TSB group company get from you and others in various ways, including for example:

- (a) in applications, emails and letters, during telephone calls and conversations in branch, in customer surveys, when you participate in competitions and promotions, through Lloyds TSB group company websites and during financial reviews and interviews;
- (b) from analysis of your payments and other transactions, and your use of services involving other Lloyds TSB group companies and what they know from operating your accounts; and
- (c) information Lloyds TSB Group companies receive from each other and from other organisations such as credit reference agencies and fraud prevention agencies.

28.3 You must not give Lloyds TSB group companies personal information about someone else (such as a joint applicant) without first getting his or her consent for it to be used and disclosed in the ways described in this condition 28. This is because the Lloyds TSB group company will assume he or she has consented, although the Lloyds TSB group company may still ask for confirmation. Where you do give a Lloyds TSB group company information about someone else, or someone else discloses a connection with you, that information may be taken into account with your other personal information.

How Lloyds TSB group companies use your personal information

28.4 Lloyds TSB group companies may use your personal information for:

- (a) providing you with services and notifying you about important changes or developments to those services;
- (b) updating records;
- (c) crime detection, prevention and prosecution;
- (d) responding to your inquiries and complaints;
- (e) administering offers, competitions and promotions;
- (f) evaluating the effectiveness of marketing and for research, training and statistical analysis with the aim of improving services;
- (g) assessing lending and insurance risks, and

in the other ways described below. Lloyds TSB group companies may, from time to time, tell you of further ways in which your personal information may be used.

28.5 We and, if you have agreed, other Lloyds TSB group companies (for this condition, 'we' includes these companies) may also contact you about services available from Lloyds TSB group companies, and from selected companies outside the group, which we believe may interest you or benefit you financially. We may do this by post or by phone unless you have told us not to; and by email, text or other electronic means if you have told us we can or as otherwise allowed by law. You may tell us at any time if you change your mind.

28.6 Lloyds TSB group companies will treat your personal information as private and confidential, but may share it with each other and disclose it outside the Lloyds TSB group if:

- (a) allowed by this agreement;
- (b) you consent;
- (c) needed by Lloyds TSB group companies' agents, advisors or others involved in running accounts and services for you or collecting what you owe Lloyds TSB group companies;
- (d) HM Revenue & Customs or other authorities require it;
- (e) the law or the public interest permits or requires it; or
- (f) required by Lloyds TSB group companies or others to investigate or prevent crime.

- 28.7 Lloyds TSB group companies may in the future wish to sell or merge their business, or any rights or interests in it. If so, they may disclose your personal information to possible buyers and their advisors so long as they agree to keep it confidential and to use it only to consider the possible sale or merger. If the sale or merger goes ahead, the buyers may use or disclose your personal information in the same way as the Lloyds TSB group company.
- 28.8 Lloyds TSB group companies may use automated decision making systems when assessing your application, managing your borrowing and to detect fraud or money laundering.

Credit reference agencies and fraud prevention agencies

- 28.9 Lloyds TSB group companies and other organisations may use credit reference agency ('**CRA**') and fraud prevention agency ('**FPA**') records about you:
- (a) to help make decisions, for example when:
- checking details on applications for credit and credit related or other facilities;
 - managing credit and credit related accounts or facilities;
 - recovering debt;
 - checking details on proposals and claims for all types of insurance; and
 - checking details of job applicants and employees; and
- (b) to prevent crime, fraud and money laundering.
- 28.10 Lloyds TSB group companies, CRAs and other organisations may also use CRA records about you and those financially linked to you to:
- (a) check your credit history;
- (b) verify your identity if you, or someone financially linked with you, applies for services;
- (c) trace your whereabouts; and
- (d) undertake research, statistical analysis and systems testing.
- 28.11 You will be financially linked by CRAs to any other names you use or have used, and any joint applicants. This means joint applicants' financial affairs may be treated as affecting each other, and will be revealed whenever CRAs are searched, until one of you successfully files a 'disassociation' with the CRAs.
- 28.12 If a Lloyds TSB group company needs to make a credit decision when you apply for a service or to review the amount of credit it provides under an existing agreement, such as an overdraft, it will carry out a CRA search. The CRA will record the searches, even if an application does not go ahead or is unsuccessful. This may affect your ability to borrow from other lenders within a short period. Lloyds TSB group companies may also tell CRAs how you run your relationship with them (such as whether or not you pay anything you owe on time), which may also affect your ability to borrow from other lenders.
- 28.13 Lloyds TSB group companies may pass details of false or inaccurate information provided and any suspected fraud to FPAs and other relevant organisations. Law enforcement agencies may access and use this information. Lloyds TSB group companies, and other organisations, may access and use from other countries the information recorded by FPAs.
- 28.14 If you ask, we will tell you which CRAs and FPAs we (and other Lloyds TSB group companies) have used so you can get a copy of your details from them.

Transferring information abroad

- 28.15 All countries in the European Economic Area (including the UK) have similar standards of legal protection for your personal information. Lloyds TSB group companies may run your accounts and provide other services from centres outside the European Economic Area (such as the USA and India) that do not have a similar standard of data protection laws to the UK. If so, those Lloyds TSB group companies will require your personal information to be protected to at least UK standards.
- 28.16 Lloyds TSB group companies may process payments through other organisations such as banks and the worldwide payments system operated by SWIFT if, for example, you make a 'CHAPS' payment (a form of faster payment) or a foreign payment. Those organisations may process and store your personal information abroad and may have to disclose it to foreign authorities (including those outside the European Economic Area, in which case your personal information may not be protected to standards similar to those in the UK), for example to help them in their fight against crime and terrorism.

Accessing and updating your personal information

28.17 The Data Protection Act 1998 gives you rights to request certain of your personal information from Lloyds TSB group companies. Each company may charge a small administrative fee (currently £10) for supplying the information, and may as appropriate require proof of your identity before doing so. You can ask Lloyds TSB group companies to change your personal information to keep it accurate and up to date. For personal information queries and requests, we have a special address listed in the contact details section. You can also find out from us the address for personal information queries and requests for other Lloyds TSB group companies.

29. General liability

29.1 If we break this agreement:

- (a) we will not be liable for losses or costs caused by events outside our reasonable control, 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).

29.2 If there is an unauthorised payment out of your account, for which you are not liable, we will refund to you the amount of the payment and any charges we have made as a result of it, and will not have any further liability to you.

29.3 Nothing in this agreement limits our or your liability as a result of acting fraudulently or with gross negligence. In addition, nothing excludes or limits our liability to the extent we are unable to exclude or limit it by law.

30. Using money between accounts

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

30.2 We can also in the same way (unless prevented by insolvency law) use money in any of your accounts with us to reduce or repay any money you owe to another Lloyds TSB group company, which is overdue for payment.

30.3 We may exercise our rights in conditions 30.1 and 30.2 by using:

- (a) money in accounts in your sole name or the same joint names to pay anything you owe jointly; or
- (b) money in accounts in your sole name or your joint accounts to pay anything you owe in your sole name, but we will only do this to pay your personal debts, and we will tell you at least seven days before doing so unless we reasonably think you will move your money to stop us. (This does not affect express or implied rights to use money between accounts under any other agreement you may have with us.)

30.4 We can use money in your accounts to pay something you owe us or another Lloyds TSB group company in the ways allowed by conditions 30.1 to 30.3 even if there is a court decision against you or you are fined (including interest arising after the date of the decision or fine), unless the court orders otherwise.

30.5 Occasionally we receive legal orders or notices to hold customers' money for someone else or to pay it to someone else. If this happens in relation 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 order or notice, unless we decide otherwise.

31. Dealing with possible problems

31.1 For any of the reasons in condition 31.3, we may:

- (a) recall a payment or not make a payment;
- (b) cancel or suspend a service;
- (c) reduce a service, for example by limiting the number of texts we send you;
- (d) end this agreement (or an account or other service under it) immediately;
- (e) decline to follow, or ask for confirmation before following, an instruction; or
- (f) delay (or decline) opening or closing your account, allowing withdrawals or payments to or from your account or paying you interest.

- 31.2 If we take action under condition 31.1, we:
- (a) will act in a manner we reasonably think is proportionate in the circumstances;
 - (b) will take reasonable steps to reduce the inconvenience to you;
 - (c) will tell you before doing so, if we can reasonably do so; and
 - (d) may consider exceptions if we are reasonably satisfied that otherwise we would cause you hardship.
- 31.3 The reasons referred to above are that:
- (a) there is a legal requirement or a court or other authority tells us to act in that way;
 - (b) you have broken an agreement you have with us;
 - (c) you are not eligible (or no longer eligible) for an account or service;
 - (d) someone else may have rights over money in your account;
 - (e) you, we or someone else has made a mistake;
 - (f) we reasonably think you or someone else has used or is using or obtaining, or may use or obtain, a service or money illegally, fraudulently or improperly (for example, in a threatening or abusive manner);
 - (g) there is a breach of security or we are uncertain whether an instruction is valid (but, please note, we are not bound to check whether an instruction is valid); or
 - (h) you do not use your account for three years or do not use another service for 12 months.
- 31.4 You can remove restrictions we impose on an account or service as a result of the inactivity mentioned in condition 31.3(h) by contacting us at any time, but we may need to check your identity before doing so.
- 31.5 We use systems to identify transactions that seem unusual and to help us prevent the misuse of your account. If we think an unusual transaction involves misuse, we may take action under condition 31.1. Therefore, if you are thinking of making or receiving an unusual payment or other transaction, please let us know in advance so we can try to avoid delays.
- 31.6 If we reasonably think someone else may have rights over money in your account, we can also ask (or require you to ask) the courts what to do, or do anything else we reasonably need to protect us.
- 31.7 If we do any of these things, we will not be responsible for any loss or costs to you, as long as we behaved reasonably.

32. Changing interest rates

32.1 We may change our interest rates at any time. How and when we do so will depend on the reason for the change.

32.2 We may change a rate:

- (a) if the change is to your advantage;
- (b) to respond proportionately to a base rate change by the Bank of England (or, if the base rate is replaced, to a change in the replacement rate);
- (c) to reflect changes to our costs of providing the account or related services;
- (d) to reflect changes in law, codes of practice which apply to us or the way we are regulated;
- (e) we pay on a current or savings account where the change enables us:
 - to respond proportionately to a change which has occurred, or which we reasonably think is about to occur, in the rates at which we lend money deposited with us in personal accounts; or
 - to reflect a change in the rates which other major banks or financial institutions in the UK pay on personal accounts; or
- (f) we charge on an overdraft where the change enables us:
 - to respond proportionately to a change which has occurred, or which we reasonably think is about to occur, in the rates at which we borrow to fund our lending on personal overdrafts; or
 - to reflect a change in the rates which other major banks or financial institutions in the UK charge on personal overdrafts.

If we make a change for any of these reasons, we will tell you about the change as required by the Banking Code, which is by putting notices in a selection of national newspapers (including the Daily Telegraph, Daily Record and Sun) and our branches within three working days of making the change or by telling you personally within 30 days of making the change.

If required to do so by the Banking Code, we will tell you personally if the rate we pay you on a variable rate savings account falls in comparison to the Bank of England base rate.

- 32.3 If we change a rate for a valid reason not listed in condition 32, we will tell you personally at the earliest opportunity after making the change.
- 32.4 In any case we may change a rate by telling you personally at least 30 days in advance.
- 32.5 From time to time, we may also decide to change a rate to reflect our internal policies on competitiveness, market share or profitability of our business as a whole or in respect of a particular account or service. If so, we will tell you as required by the Banking Code (see above).
- 32.6 When we tell you personally about a change we can do this by letter, email, text, statement inserts or messages or in any other way which is sent to you individually.
- 32.7 We will update our website and interest rate helpline within three working days of a rate change taking effect.
- 32.8 We will not change a fixed rate or a bonus rate on your account for the time we have agreed to keep it fixed. On accounts where our rate tracks another rate for any period, we will only change our rate within any agreed margins during that period.

33. Other changes to this agreement

- 33.1 We can change any other terms of this agreement.
- 33.2 We will tell you personally at least 30 days before we make a change to your disadvantage (other than a rate change). If you close or change your account within 60 days of us telling you about this change, we will not charge you extra to do so.
- 33.3 We can make any other changes straight away by telling you personally or by putting notices in a selection of national newspapers (including the Daily Telegraph, Daily Record and Sun), in our branches or on our website within the next 30 days.
- 33.4 When we tell you personally about a change we will do so by letter, email, text, statement inserts or messages or in any other way which is sent to you individually.
- 33.5 If we agree to fix any condition for a certain time, we will not change it during that time.

34. Changes to benefits packages and benefits providers

- 34.1 You can ask us at any time to change you to a different benefits package (if you are eligible for it) or to change your account to a standard account without a benefits package. We may make a charge for doing so, and change the account charges you pay.
- 34.2 We may change the conditions of a benefits package, the benefits in a package, the providers of the benefits or withdraw a benefits package altogether. If you do not pay your regular account charges or you stop being eligible for your existing package in any other way, we may change you to a different benefits package with lower regular account charges or to a standard account.
 - (a) We will tell you at least 30 days before making any of the changes set out above, giving you relevant details (such as who the new insurer is and how any insurance conditions have changed).
 - (b) If the change is to your disadvantage, we will not charge you to close or change the related account within 60 days of us telling you about the planned change.
- 34.3 Changes will take effect at the end of the notice period unless you close or change your account before then. This is to make sure there is no unintended break in benefits such as insurance. You are in any case generally free to close or change your related account at any time.

35. Notifying you of changes

If we can notify you about a change in a different way (for example, by telling you personally or through notices in newspapers and our branches), we will do so in a way we reasonably think is likely to come to your attention and which satisfies legal, Banking Code and other regulatory requirements.

36. 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.

37. 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.

38. Law applying to this agreement

38.1 If you are not resident in Scotland when the conditions in this document first apply to you, English law 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 England and Wales will also be able to deal with any legal questions connected with this agreement.

38.2 If you are resident in Scotland when the conditions in this document first apply to you, Scots law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The Scottish courts will also be able to deal with any legal questions connected with this agreement.

39. If you have a complaint

39.1 If you feel that we have not lived up to your expectations in any way, please let us know. We want to resolve this with you as quickly as possible. We have a three step procedure, which you can use to voice your concerns.

39.2 Step 1 – Let your usual point of contact know

Tell us about your complaint and how you think it could be resolved by:

- visiting any one of our branches
- calling us on 0845 3 000 000 (+44 1733 347007 from overseas or if you prefer not to use the 0845 number) or textphone on 0845 300 2283
- writing to us at the address shown on your statement; or
- contacting your Relationship Manager or Business Manager, if you have one.

We will do all we can to resolve your complaint by the end of the next business day. Otherwise, we will write to you within five working days to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when you can expect a full response. We will also let you know the name and contact details of the person or team dealing with your case.

39.3 Step 2 – Follow up

To follow up your complaint with our Customer Service Recovery Centre you can:

- ask the person you raised your complaint with to refer the matter to them,
- write to Customer Service Recovery Centre, Lloyds TSB, 2 Brindleyplace, PO Box 63, Birmingham B1 2AB.

39.4 Step 3 – Financial Ombudsman Service

If we have not issued our 'final response' within eight weeks from the date you first raised your complaint, or if you are dissatisfied with our final response, you can ask the Financial Ombudsman Service for an independent review. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us, so please take up your concerns with us first and we will do all we can to help. You can write to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Or call them on 0845 080 1800.

If you would like more information about our complaints procedure, please ask us for our brochure 'how to voice your concerns'.

40. Ending our relationship

40.1 This agreement will continue until you or we cancel or end it.

40.2 You may end this agreement, or an account or other service under it, at any time by writing (not e-mail) to us, visiting one of our branches or phoning us. Where you have not told us in writing, we may require confirmation in writing.

40.3 We may end this agreement (or a service under it) under condition 31 or by writing to you and giving you 30 days' notice.

40.4 When you or we end or cancel this agreement, any benefit or service we provide under it will end and you must on our request:

- (a) repay any money you owe us, such as any overdrafts 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 the agreement is cancelled, unless condition 7.6 applies); and
- (c) return anything that belongs to us or that we have given you to operate this agreement, such as cards and unused cheques (cutting both up before sending them).

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

- 40.5 When your account is closed, you are responsible for cancelling any direct payments (such as direct debits and standing orders) 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.
- 40.6 If this agreement (or a service under it) ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.
- 40.7 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 40.4 or, if you have broken this agreement, any loss of ours as a result.
- 40.8 If you die, 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 representatives.
- 40.9 After this agreement ends, we will keep our rights to use money between accounts under condition 30 and any rights we have under general law; and condition 28 will continue to apply.

HOW WE ARE REGULATED

- We lend money and offer savings, insurance and other financial services to our customers.
 - We are authorised and regulated by the Financial Services Authority ('FSA'), and licensed and regulated by the Office of Fair Trading ('OFT'), for these services.
 - We are also a member of the British Bankers' Association and follow its Banking Codes. Please see www.bba.org.uk to find out more, or ask us for a copy of the Banking Code.
- Our OFT licence numbers
 - 004685 (Lloyds TSB Bank plc) and 198797 (Lloyds TSB Scotland plc).
 - You can call the OFT on 020 7211 8608 to find out more.
- Our FSA Register numbers
 - 119278 (Lloyds TSB Bank plc) and 191240 (Lloyds TSB Scotland plc).
 - To find out more about us, see the FSA Register: www.fsa.gov.uk/register or call the FSA on 0845 606 1234.
- Our company details
 - Lloyds TSB Bank plc (company number 2065) is a company registered with the Registrar of Companies for England and Wales. Registered office: 25 Gresham Street, London EC2V 7HN.
 - Lloyds TSB Scotland plc (company number SC095237) is a company registered with the Registrar of Companies for Scotland. Registered office: Henry Duncan House, 120 George Street, Edinburgh EH2 4LH.
 - To find out more about our companies, see the Registrar's website, www.companieshouse.co.uk or call the Registrar on 0870 33 33 636.
- Our VAT number is 244155576.
- We are a member of the Financial Services Compensation Scheme.
 - If we are unable to pay you what we owe you, you may be able to get compensation of up to £50,000 from the Scheme.
 - The Scheme covers most of our savings and current accounts for individuals and small businesses in the UK and European Union, whatever the currency.
 - To find out more, see the Scheme's website www.fscs.org.uk, call them on 020 7892 7300, email them at enquiries@fscs.org.uk, fax them on 020 7892 7301 or write to the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

- We are regulated by the Office of Communications ('Ofcom'). If you have a complaint, particularly in relation to our text messaging service, you may also be able to take it to Ofcom at Riverside House, 2a Southwark Bridge Road, London SE1 9HA, www.ofcom.org.uk, telephone 020 7981 3040, textphone/fax 020 7981 3043.
- We follow advertising codes regulated by the Advertising Standards Authority ('ASA').
 - If you would like to complain to the ASA about any of our advertising, you can do so through their website, www.asa.org.uk.
 - If you would like to find out more about the advertising codes or the ASA, please see www.asa.org.uk, call the ASA on 020 7492 2222 (textphone 020 7242 8159), email them at enquiries@asa.org.uk, fax them on 020 7242 3696 or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

CONTACT DETAILS

- **General**
 - You can write to us at Lloyds TSB Bank plc, BX1 1LT, call 0845 300 0000 or (if you have a hearing or speech impairment) call textphone 0845 300 2281. Call costs may vary depending on your service provider. If you need to call us from abroad, or prefer not to use our 0845 number, you can also call 01733 347 007. You can also email us for certain queries by completing an 'email enquiry form' (available through the 'contact us' link on our website, www.lloydstsb.com).
 - 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.
- **Personal information queries and requests:** Please write to DSAR Unit, Lloyds TSB Customer Service Recovery, Charlton Place, C57, Andover SP10 1RE.
- **To tell us of a change of name or address:** please visit a Lloyds TSB branch or send us a change of name/address form (which you get in branch or through Internet Banking).
- **If your card is lost, stolen or likely to be misused:** please call 0800 096 9779 if you are in the UK, or +44 1702 278 270 if you are abroad.

OTHER INFORMATION

- 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 TSB Bank plc.
- For more information visit us at www.lloydstsb.com or go to any Lloyds TSB branch.
- We will keep a copy of this agreement, which will be available from our website or on request.

Please contact any Lloyds TSB branch if you would like this or other documents in Braille, large print or on audio.

