

Credit Cards

Your Lloyds TSB Airmiles Duo credit card terms and conditions



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Lloyds TSB Bank Duo Credit Card Conditions – customer copy

CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

This is a copy of your agreement for you to keep. It includes a notice about your cancellation rights which you should read.

These are the conditions of an agreement between us, Lloyds TSB Bank plc of PO Box 13130, 1-9 Gloucester Place, Brighton BN1 4LT, and you, the person named in the agreement. In condition 20 we set out special meanings we have given to some words in this agreement.

KEY FINANCIAL INFORMATION

1. CREDIT LIMIT

We will set a credit limit and tell you what it is after we have opened your account. We may change it in the future. We'll give you the new credit limit in writing.

2. YOUR PAYMENTS

2.1 You must make a minimum payment by the payment date every month of:

- 2% of the balance shown in your statement (minimum £5, or the full balance if less than £5); or, if it is more
- the total of interest and the Payment Protection Cover premium shown in your statement.

Alternatively we may allow you to make a lower minimum payment. You can always pay more if you want to.

2.2 To begin with your payment date will be about 25 days after the statement date but we may change it under condition 18. Your statement will show the payment date and the minimum payment.

3. ANNUAL PERCENTAGE RATE

The APR is 15.9% (variable).

OTHER FINANCIAL INFORMATION

4. TOTAL CHARGE FOR CREDIT

If you use your Card for a £1,500 Purchase and repay it at the standard rate in 12 equal monthly instalments you will pay £123.63 interest.

5. INTEREST RATES

5.1 Our standard rates are:

- 24.900% p.a. (variable) for Cash Withdrawals; and
- 14.880% p.a. (variable) for all other Transactions and amounts payable by you under this agreement.

5.2 Our current rates for Promotional Transactions are:

- 0% p.a. for Balance Transfers you make in the first six weeks after we open your account. If you make at least £100 of Purchases in the first three months after we open your account this rate is fixed for six months from the date the transferred balance is put on your account. Otherwise, this rate is fixed until three months after we open your account.

We will open your account a few days before you get your Card.

If you make a Promotional Transaction, the promotional rate will apply until the end of the promotional period (it may come to an end early if you break this agreement – see condition 9.5). After the end of the promotional period, the relevant standard rate will apply. We will put a message in your statement to remind you when the introductory promotional period ends.

5.3 We generally charge interest daily on the balance outstanding on the account. We start charging interest on Transactions and on all other amounts from and including the date they are added to the account. We add this interest to your account on the statement date each month. We then charge the relevant rate of interest on the whole balance. This means that you pay interest on interest ('compound') until you make your minimum payment. Your minimum payment reduces your balance by the amount of interest you owe us. We then charge interest on your remaining balance until your next statement date, and this interest will be added to your account on the statement date.

5.4 There are two exceptions to this general rule:

- We do not charge any interest on Purchases if you pay your full balance by the payment date shown in the first statement after we've added those Purchases to your account. If you do not pay in full, we'll add interest on those Purchases to your next statement and we'll charge that interest from the date we originally added the Purchases to your account.
- We will not charge interest on the charges in conditions 8.1 to 8.6 until the 29th day after the day we give you notice that these charges are payable. We will then charge you simple interest (not including interest being charged on interest) on those charges.

6. ALLOCATION OF PAYMENTS

6.1 Payments reduce your balances in this order:

- Interest;
- Charges listed in conditions 8 and 9;
- Payment Protection Cover premiums (if applicable);
- Balance Transfers and Cheques at 0%;
- Other promotional Balance Transfers and Cheques, in the order they were added to your Account;
- Balance Transfers and Cheques charged at the standard rate;
- Purchases;
- Cash Withdrawals;
- All other amounts.

7. VARIABLE RATES

We may change interest rates (except fixed rates) and charges under condition 18. The new interest rate will apply to new Transactions and your outstanding balance from the date the rate changes. The APR does not take these variations into account.

KEY INFORMATION

8. CHARGES

- 8.1 We will charge you £12 if you do not make at least your minimum payment by the payment date.
- 8.2 We will charge you £12 if you are over your credit limit at any time during the period covered by your statement.
- 8.3 We will charge you £12 each time a direct debit, cheque or other payment order you have given us is not accepted when we present it for payment.
- 8.4 Conditions 8.1 to 8.3 will apply where we let you continue to use your Card (if we do let you) despite you having broken these conditions.
- 8.5 We will also charge reasonable costs and expenses resulting from you breaking these conditions.
- 8.6 After we end this agreement under condition 17.2 we will charge you a fee of £12 for each month you do not repay (or fail to meet the proposals we have agreed to repay) the full amount you owe.
- 8.7 The charges in conditions 8.1 to 8.6 will be payable on your statement date and will be included as part of the outstanding balance shown on your statement. The outstanding balance must be repaid in accordance with the terms of this agreement.
- 8.8 Our charges for Cash Withdrawals, Balance Transfers, Cheques and our other charges are listed in condition 9.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights:

- 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2) If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, us or both.
- 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

THEFT, LOSS OR MISUSE OF LLOYDS TSB CREDIT CARD

If your credit card is lost, stolen or misused by someone without your permission, you may have to pay up to £0 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft, etc as long as you confirm this in writing within seven days.

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN notice of cancellation to Lloyds TSB Bank plc, Card Services, PO Box 13130, 1-9 Gloucester Place, Brighton BN1 4LT.

If you cancel this agreement you will get back any money you have paid. You will have to repay Balance Transfers, Cheques or Cash Withdrawals but if you repay these in full before your first monthly payment is due you will not have to pay interest or other charges.

Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.

You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.

OTHER CONDITIONS

9. OTHER CHARGES

9.1 Unless we tell you that a charge is not payable, we charge:

- 3% of the amount of each Balance Transfer you make;
- 3% of the amount of each Cash Withdrawal you make (minimum £2.50); and
- 3% of the amount of each Cheque you use (minimum £3).

9.2 Visa and MasterCard Transactions in foreign currencies will be converted into sterling the day they are added to your account. American Express Transactions will be converted the day the Transaction is processed by American Express, which may not be the same day the Transaction is added to your account.

- We use a wholesale exchange rate set by MasterCard, Visa or American Express, depending on your Card Type. You can find out the current exchange rate by calling us.
- To the converted sterling amount, we add a fee of 2.95%. The sterling amount on your statement will include this fee.
- For Visa Transactions outside the EU, 0.84% of our fee is paid to Visa. No fee is payable for Visa Transactions within the EU.

- For American Express Transactions, 1.5% of our fee is paid to American Express. When you make a Transaction abroad with an American Express Card and the Transaction is not in US dollars, the conversion will be made through US dollars, by converting the Transaction amount into US dollars and then by converting the US dollar amount into sterling. If the Transaction is in US dollars, it will be converted directly into sterling. American Express bases its wholesale exchange rates on rates used between banks which are selected by American Express from customary industry sources (such as Reuters and Bloomburges) on the business day prior to the day the Transaction is processed.
- 9.3 We charge you £6 for copies of non-current statements, £5 for copies of transaction receipts unless your transaction query shows a mistake has been made, and £2 if you ask for a receipt for a payment. These charges will be added to your account when they arise.
- 9.4 You must keep within your credit limit. We can decline Transactions that are over that limit. But if, as a service to you, we authorise them, you have to pay the charges in condition 8 for going over your limit.
- 9.5 You will lose the preferential terms that apply to Promotional Transactions if you do not comply with important obligations to us under this agreement. We will start charging the relevant standard rate or fees (see conditions 5 and 8) if you miss a minimum payment or exceed your credit limit. We will not restore the preferential terms once we have withdrawn them, even if you do later comply with your obligations to us.

10. THE CARD, PIN AND CHEQUES

10.1 You must:

- follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised use of your Card or Security Details;
- not use your Card for anything illegal or for any business purpose;
- only use your Card during the valid period on the Card;
- not let anyone else use your Card, Cheques or Security Details;
- keep your Card and Cheques secure and protect them from damage;
- do all you reasonably can to make sure no one finds out your Security Details, for example by not:
 - choosing an obvious PIN;
 - writing your Security Details on (or keeping them with) your Card or banking documentation;
 - writing your Security Details down in a way that is recognisable; or
 - letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details;
 and
- if there is a place for signature, sign your Card as soon as you have received it.

10.2 You will not be able to give payment instructions using your Card, Cheques or Security Details if we have stopped, or suspended, your ability to use them. We can do this if we reasonably consider it necessary for reasons relating to:

- the security of your account or Security Details;
- suspected unauthorised or fraudulent use of your account or Security Details; or
- a significantly increased risk that you may be unable to make your repayments.

If we do this, we will tell you as soon as possible. As all Card and Cheques belong to us, we (or a person acting for us, for example a retailer), may take or retain a Card or Cheque if we stop or suspend your right to use your account. You must then stop using the Card, Card number and Cheques.

10.3 Card chip content is our property and can only be used in accordance with the terms and conditions set out in this agreement.

11. ADDITIONAL CARD

11.1 You can name other people as additional cardholders on your account. You can do this in writing or in other ways. If the person you name is eligible, we will send you the additional Card. You must give the additional Card we send you to the additional cardholder and make sure that he or she is aware of, and keeps to, all conditions relating to the use and safety of Cards.

- 11.2 For the purposes of this agreement, Transactions made by an additional cardholder will be treated as Transactions made by you. You are responsible for all use of the additional Card. You must pay us for Transactions made by the additional cardholder even if they make you break this agreement. You will also be liable for any charges payable as a result of use by an additional cardholder.
- 11.3 We will not give additional cardholders information about your account unless you agree.
- 11.4 Contact us on the numbers given in your statement if you wish to cancel the additional Card.
- 11.5 You must pay for Transactions made by the additional cardholder and charged to your account after cancellation.

12. LOST CARDS

- 12.1 You must contact us urgently if a Card or Cheque is lost or stolen or a Card or your Security Details are misused (or you think they might be). Our address and telephone numbers are: **Lloyds TSB Card Services, 1-9 Gloucester Place, Brighton BN1 4LT; phone (24 hours) 0800 096 9779 from UK, +44 1702 278 270 abroad.** We will keep a record of your call, and may record or monitor the call itself. If you later find the reported Cards or Cheques, you must destroy them.
- 12.2 You will not have to pay us anything for unauthorised use of your account unless we can show that you gave someone your Card (or Security Details to make Transactions), or were fraudulent. In this case, you will be liable for all use of the Card before you give us notice under the above condition.
- 12.3 You will not have to pay us for unauthorised postal, telephone or internet Transactions made by someone other than you or an additional cardholder.
- 12.4 You must give any information and help we reasonably ask for to deal with misuse or unauthorised access to your account, 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.

13. TRANSACTIONS AND CREDIT LIMITS

- 13.1 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:
 - 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 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
 - otherwise, if you have signed a Cheque or other document containing the payment instruction.
- 13.2 You must not go over your credit limit. If you try and make a payment for which you do not have credit, we may refuse to carry out the Transaction. When we work out the credit available on your account to authorise new Transactions, we include authorisations for Transactions we have already given but which have not yet been applied to your account.
- 13.3 You can tell us if you want a lower credit limit on your account or if you do not want your credit limit to be increased. We may require minimum limits.
- 13.4 We may make Cheques, Balance Transfers or other Promotional Transactions available on your account – if we do, we will tell you the basis on which you can make them. We may also put limits on the circumstances in which you can use Cheques or make Cash Withdrawals, and we will tell you about these limits before you make Transactions.
- 13.5 We may refuse to carry out a Transaction or to allow you to make a payment into your account (as appropriate) if:
 - you have exceeded a limit which we have applied to your account or in relation to the Transaction (such as a daily limit on Cash Withdrawals, if we apply one);
 - the payment instruction is not clear or you have not provided us with the correct details;
 - it seems unusual compared with the way you normally use your Card (see also condition 13.6);

- we otherwise reasonably consider it necessary to protect the security of your account;
 - we reasonably believe that you have used or obtained, are using or obtaining or may use or obtain, a service or money illegally or fraudulently;
 - we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect ourselves); or
 - any other reason set out separately in this agreement applies.
- 13.6 We use systems to identify Transactions that seem unusual and help us prevent the misuse of your account. If we think a Transaction involves misuse, we may tell the retailer to turn down the Transaction or to check with us before processing the Transaction. So there might be a delay before a retailer agrees to a Transaction, and you might not always be able to make a Transaction straight away, or at all.
- If you are thinking of making an unusual Transaction, please let us know beforehand so we can try to avoid delays.
 - We may contact you about any Transactions made using your Card that seem unusual.

We will not be liable for any loss to you as a result of any delay or if we do not allow the Transaction to be made for this reason.

- 13.7 We may refuse to carry out a Transaction or refuse to allow you to make a payment into your account 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. In addition, we may decide not to process payments to or from a limited number of countries or allow you to make Card payments there. We will tell you which countries if you ask us or if you try to make a payment there.
- 13.8 If we refuse a Transaction or refuse to allow you to make a payment into your account then (unless the law prevents it) we will, at the earliest opportunity, try to let you know of our refusal. For Purchases, the retailer will be told of the refusal and is likely to ask for alternative payment. For Cash Withdrawals, the cash machine will state if the Transaction is declined. You can also call us to find out why we have refused and whether there is anything you can do to deal with the problem that led to our refusal (unless the law prevents us from telling you).
- 13.9 If you wish to cancel a Transaction:
- a) We cannot cancel a Purchase once you have given your consent to make the payment to a retailer (you will need to contact the retailer separately). This includes payments made on a regular basis using your Card, such as magazine subscriptions. You will also need to tell the retailer if your account is closed or your Card or account number change, otherwise they may not be able to collect your payments. If you do miss a payment for this reason, we will not be liable to you for any loss you suffer as a result.
 - b) If you tell us to make any other type of Transaction we cannot change or cancel your instruction as we start processing it when we receive it.

In some cases, we may be able to cancel a Transaction at a later time; you can call us to find out whether this will be possible.

14. PAYMENTS INTO YOUR ACCOUNT

- 14.1 You must make all payments in pounds sterling and on time. You won't break this term if a payment is late because we've failed to process it as soon as we get it. We'll give you guidance on making payments to reach us on time and on the clearing times for cheque payments and automated payments. When a payment clears depends on how the payment is made and where it has come from.
- 14.2 We apply the payment to reduce the balance on your account when we receive it, unless we receive it on a non-Business Day, or after the cut-off time on a Business Day, in which case we will apply it at the start of the next Business Day. The "cut-off time" is the time towards the end of the Business Day, by which we must receive all payments if they are to be processed that day. The cut-off time is different for payments in branches and electronic payments. You can ask us for further information about the relevant cut-off times.

- 14.3 We may sometimes tell you that you may miss a monthly payment. If you want to do this, we will continue to charge interest on your account, but we will not charge you a late payment fee.
- 14.4 You must repay the amount of overlimits and arrears as soon as we ask you to. Any payments you make will pay off the longest outstanding arrears first. If you miss a minimum payment one month your statement for the next month will show that month's minimum payment together with the minimum payment you failed to make the previous month.
- 14.5 If you pay a set amount by direct debit, we reduce the direct debit to pay off your balance if that is all you owe, or increase it if the set amount is less than your minimum payment.
- 14.6 We will issue you with a paper statement on the same date each month, and it will include information about Transactions, payments towards your account, charges and currency conversions on your account. You must pay us even if you do not get your statement. You should tell us as soon as possible if your statement seems wrong or if you do not receive your monthly statement.
- 14.7 You authorise us to make payments due to us under this agreement from current or savings accounts you have with us or Lloyds TSB Scotland plc (including joint accounts) if you don't pay them on time yourself. Unless we believe the funds from the current or savings account will be moved before payments are made, we will give you at least seven days' advance warning before we do this.

15. REFUNDS

- 15.1 You can ask us to refund a Purchase if the conditions set out below are satisfied. 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 retailer who was paid. The conditions are that:
- the payment was made to a retailer in the "EEA" (which includes Norway, Iceland and Liechtenstein as well as EU member states);
 - you did not agree a specific amount when agreeing to make the payment;
 - the payment amount turned out to be more than you could have reasonably expected in the circumstances (including your previous spending patterns); and
 - you ask us for the refund within eight weeks of the date the payment was made from your account.

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, we are not obliged by law to make a refund ourselves but we will tell you if we can help or suggest other steps you could take.

- 15.2 We will otherwise only credit refunds for Purchases when we receive proper vouchers or confirmation acceptable to us and we normally charge interest until then. We will refund interest on Transactions that were incorrectly charged to your account.

16. CHANGING YOUR CARD TYPE

- 16.1 We may issue a different Card Type from the one you applied for to be used alongside or instead of an existing Card. Your signature on the agreement will be taken as your request for us to do so. If you change to another Card Type we may give you a new Card or account number. You will be able to keep your old Card Type if it is available by telling us within 30 days and returning the new Card. If a change to your Card Type is to your disadvantage condition 18.3 will apply.
- 16.2 The terms that apply to any Promotional Transactions will not be affected if we give you a new Card Type and we will tell you if there are any changes to the interest rates, charges, credit limits and promotional schemes.

17. ENDING THE AGREEMENT

- 17.1 This agreement can be ended by you giving us notice at any time and by us giving you 30 days' notice, or immediate notice in exceptional circumstances. In both cases:
- you must stop making any Transactions, return all Cards and Cheques (cut in half) and cancel instructions or authorities you have given others to charge your account; and
 - the agreement will continue until you have repaid all amounts you owe us including Transactions, fees and charges added to your account after we received your notice, or gave you notice.

17.2 We may require you to repay the full amount you owe under this agreement if you die, are made bankrupt or break this agreement repeatedly or seriously but we will follow legal requirements for your protection before we ask you for payment. Cheques must be returned to us or destroyed immediately if you die or are made bankrupt.

18. CHANGES

18.1 We may change:

- interest rates (except fixed rates). This includes changing the way they are charged or calculated, or introducing different rates for different types of Transaction or different types of rate. The new rates apply to Transactions and to your outstanding balance from the date the rate changes;
- charges (or introduce new charges), minimum payment amounts, statement dates and payment dates.

These changes may be personal to you and based on a number of factors such as increased or decreased credit risk (for example, there will be an increased credit risk if you have regularly failed to comply with important obligations to us) and the way you use your account (for example, we may reduce the number of days between the statement date and the payment date if you always pay off your balance in full).

18.2 We may also make other changes to the conditions to:

- make a change to your benefit, or not affecting your rights or obligations;
- meet legal or regulatory requirements;
- correct errors, omissions, inaccuracies or ambiguities;
- reflect changes to the structure of our group;
- cover service differences for new computer or other processes;
- bring us into line with market practice; or
- reflect changes in customer demand or requirements.

18.3 Subject to condition 18.4, we will give you at least seven days' notice of any change in interest rates and one month's notice of any other change in these conditions. If a change in these conditions (other than a change in interest rates) is to your disadvantage you can:

- write to us within 60 days to close your account – the change in conditions will not disadvantage you in the meantime; or
- continue this agreement unchanged if you tell us before the change takes effect, return Cards and Cheques, and make no new Transactions.

18.4 If we change the interest or charges we make for providing you with credit under this agreement due to an increase in your credit risk:

- we will give you at least one month's notice before making such a change; and
- you may close your account and repay your balance at the existing interest rate. If so, you must stop making any Transactions, return all Cards and Cheques (cut in half) and cancel instructions or authorities you have given others to charge your account. This agreement will continue until you have repaid all amounts you owe us.

19. GENERAL

19.1 We will contact you using the contact details you give us. Where we say we will write to you we will send a letter, unless we are able to write to you individually in some other way (such as by email or text) and we reasonably think it is appropriate to do so.

19.2 You must tell us if your name or contact details change – you can do this by visiting a Lloyds TSB branch or sending us a change of name/address form (which you get in branch or online). If you do not tell us, we will go on using the details you last gave us, and 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. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not up to date.

19.3 You may not transfer any of your rights or obligations under this agreement.

- 19.4 We may transfer our rights and obligations under this agreement (including our obligation to lend) to someone else but your rights under this agreement will not be affected if we do so.
- 19.5 A person who is not a party to this agreement shall not have any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce this agreement.
- 19.6 This agreement is unsecured regardless of the terms of any security charge you may have given, or may in the future give, to us in relation to other borrowings.
- 19.7 We may offer (and withdraw) extra benefits and services. These conditions apply to them unless they are not appropriate or we agree different terms.
- 19.8 We may choose not to enforce our contractual rights against you and make this contractually binding against us by giving you a notice which expressly states that we have chosen to do so under this term of the agreement. In all other cases, if we choose not to exercise rights against you, we can still do so later.
- 19.9 We will charge interest at the relevant standard rate on amounts that you owe us both before and after you are ordered by a court to make payments to us.
- 19.10 We are not liable if a retailer or another bank (or its cash machine or other machine) does not accept your Card or Card number. Where you wish to pay a retailer, its bank will tell it whether to accept or refuse the payment.
- 19.11 You can usually use our cash machines and your Card to make Purchases, at any time but occasionally, repairs, updates and routine maintenance on our systems and those of our suppliers may mean that a particular service cannot be used for a short time (usually just minutes).
- 19.12 We will not be liable if we break this agreement because of:
- abnormal and unforeseeable circumstances outside our control, where we could not avoid breaking this agreement despite all efforts to the contrary – this may include, for example, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; or
 - our obligations under UK or European Community law.
- 19.13 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).
- 19.14 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.
- 19.15 English law governs this agreement and any pre-contractual negotiations, unless your address on the application is in Scotland, when Scots law applies.
- 19.16 Some of these conditions are based on expected regulatory requirements that will not be made until after this document is prepared for printing. If any condition turns out to be inconsistent with such a regulatory requirement, we will not rely on it but will treat it as if it did reflect the relevant regulatory requirement and we will make any changes to these conditions that are required to reflect that requirement when they are next reprinted.
- 19.17 General law (for example, about banking or consumer protection) applies to this agreement and the services we provide to you under it. For further information about your statutory rights contact your local Trading Standards Department or Citizens' Advice Bureau.
- 19.18 Unless the general law cannot be changed or excluded, and subject to condition 19.16, this agreement applies if there is any difference between it and the general law.

20. DEFINED TERMS

“Balance Transfer”: a transfer to us of a debt (minimum £100 or another amount we tell you) that you owe another lender.

“Business Day”: Monday to Friday (other than English bank holidays).

“Card”: any credit card issued under this agreement (including renewal, replacement and additional cards).

“Card Type”: any Card we issue under the Visa, MasterCard, American Express or any other card acceptance scheme.

“Cash Withdrawal”: cash withdrawals, advances made by Card or Card number, gambling transactions, purchases of currency and cash related transactions, such as the purchase of travellers cheques, money orders or gaming chips.

“Cheque”: any cheque we issue for you to use with your account.

“Lloyds Banking Group”: includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at www.lloydsbankinggroup.com

“PIN”: Personal Identification Number.

“Promotional Transaction”: a Transaction that preferential terms (such as lower interest rates) apply to for a specified period. We will tell you these terms before you make the Transaction.

“Purchase”: a payment for goods or services that you make or authorise by Card or Card number.

“Security Details”: processes or agreed security procedures, that use, for example, a password or other information, security numbers or codes or PINs, used to make an instruction or confirm your identity, and which may be used in combination with your Card.

“Transaction”: Purchases, payments by Cheque, Cash Withdrawals and Balance Transfers.

“We”/“us”/“our”: Lloyds TSB Bank plc, and any person we may transfer our rights or duties to.

INFORMATION ABOUT US

The creditor is Lloyds TSB Bank plc which provides credit products to consumers. Lloyds TSB Bank plc is a company registered in England No. 2065. Credit from Lloyds TSB Bank plc is regulated by the Office of Fair Trading No. 004685 under the Consumer Credit Act 1974. Lloyds TSB Bank plc is also authorised and regulated by the Financial Services Authority (reference number 119278).

We will only write to you in English.

If any taxes apply to you as a result of entering into this agreement you must account for them yourself.

INFORMATION ABOUT HOW TO MAKE A COMPLAINT

If you have a complaint about this service, please write to Customer Services, Lloyds TSB Card Services, Brighton BN1 4LT or call us on 0870 010 6622. If you are unable to resolve any complaint you may have against us after contacting our Customer Service Department you may apply to have your complaint resolved by the Financial Ombudsman Service. Credit sold by Lloyds TSB Bank plc is subject to the compulsory jurisdiction of the Financial Ombudsman Service.

My personal data and Lloyds TSB

Personal information that we collect

Your 'personal information' is the information about you that Lloyds Banking Group companies get from you and others in various ways, including for example:

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

You must not give Lloyds Banking 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. This is because the Lloyds Banking Group company will assume he or she has consented, although the Lloyds Banking Group company may still ask for confirmation. Where you do give a Lloyds Banking 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 Banking Group companies use your personal information

Lloyds Banking Group companies may store and use your personal information for:

- a) providing you with services and notifying you about either important changes or developments to the features and operation of those services;
- b) updating, consolidating and improving the accuracy of our 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 market research, training, statistical analysis and customer modelling with the aim of improving services;
- g) assessing lending and insurance risks across the Lloyds Banking Group;
- h) identifying products and services which we believe may be of interest to you;
- i) managing your relationship with Lloyds Banking Group companies, and in the other ways described below.

Lloyds Banking Group companies may, from time to time, provide further details about how your personal information may be used. This information will be made available on www.lloydsbankinggroup.com

If you have agreed, we and other Lloyds Banking Group companies may also contact you about services available from Lloyds Banking Group companies, and from selected companies outside the group, which we believe may interest you or benefit you financially. You may tell us at any time if you change your mind.

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

- a) allowed by this agreement;
- b) you consent;
- c) needed by Lloyds Banking Group companies' agents, advisors or others involved in running accounts and services for you or collecting what you owe Lloyds Banking 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 Banking Group companies or others to investigate or prevent crime.

Lloyds Banking Group companies may in the future wish to sell, transfer or merge all or part of their business, assets, or any associated rights or interests, or to acquire a business or enter into a merger in it. If so, they may disclose your personal information to a potential buyer, transferee, merger partner or seller, and their advisers, so long as they agree to keep it confidential and to use it only to consider the possible transaction. If the transaction goes ahead, the buyer, transferee or merger partner may use or disclose your personal information in the same way as set out in this condition.

Lloyds Banking 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

Lloyds Banking Group companies and other organisations may use UK and European credit reference agency ('CRA') and fraud prevention agency ('FPA') records about you:

- a) to help make decisions, for example when:
 - (i) checking details on applications for credit and credit related or other facilities;
 - (ii) managing credit and credit related accounts or facilities;
 - (iii) recovering debt;
 - (iv) checking details on proposals and claims for all types of insurance; and
 - (v) checking details of job applicants and employees; and
- b) to prevent crime, fraud and money laundering.

Lloyds Banking 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.

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.

If a Lloyds Banking 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 Banking 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.

Lloyds Banking Group companies may pass details of false or inaccurate information provided and any suspected fraud or general information about how you run your relationship with them to FPAs and other relevant organisations. Law enforcement agencies may access and use this information. Lloyds Banking Group companies, and other organisations, may access and use from other countries the information recorded by FPAs.

If you ask, we will tell you which CRAs and FPAs we (and other Lloyds Banking Group companies) have used so you can get a copy of your details from them.

Transferring information abroad

All countries in the EEA (including the UK) have similar standards of legal protection for your personal information. Lloyds Banking Group companies may run your accounts and provide other services from centres outside the EEA (such as the USA and India) that do not have a similar standard of data protection laws to the UK. If so, those Lloyds Banking Group companies will require your personal information to be protected to at least UK standards.

Lloyds Banking 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 EEA, 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

The Data Protection Act 1998 gives you rights to request your personal information from Lloyds Banking 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 Banking 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 Banking Group companies.

Your Lloyds TSB Airmiles Duo Credit Card

Your Lloyds TSB Airmiles Duo Credit Card account is a single credit card account, with a single credit limit, operating with two credit cards, a MasterCard and an American Express card.

Your Lloyds TSB Airmiles Terms and Conditions

This is an agreement between you, the main cardholder named in the Duo credit card agreement (or the main Cardholder in any other eligible credit card agreement), and us Lloyds TSB Bank plc that sets out the conditions for earning Airmiles ('Lloyds TSB Airmiles Conditions') under the Lloyds TSB Airmiles Scheme. Lloyds TSB Airmiles Conditions will also be subject to the conditions in the Duo credit card conditions ('the Credit Card Conditions') and the Customer and Booking Terms and Conditions between you and AIRMILES ('Airmiles Conditions') for the Airmiles Scheme ('the Scheme'). Words used in these Lloyds TSB Airmiles Conditions beginning with a capital letter are defined in the Credit Card Conditions.

OTHER DEFINITIONS

"Eligible Purchase": a Purchase made by you or the additional cardholder except for Transactions within condition 3.1 of the Lloyds TSB Airmiles Conditions.

"Foreign Exchange Transactions": all Transactions in a currency other than pounds sterling apart from those listed in condition 3.1 of the Lloyds TSB Airmiles Conditions.

"AIRMILES": AIRMILES Travel Promotions Limited, a company registered in England (registered number 2260073).

"Airmiles": the Airmiles you earn for each Eligible Purchase.

1. How to take part

1.1 You can participate in the Lloyds TSB Airmiles Scheme if:

- you are the main cardholder under a Duo credit card agreement
- you are 18 or over
- you are resident in the United Kingdom
- you have registered with us and opened an account with AIRMILES (to whom you must supply an address in the UK, Channel Islands or Isle of Man) for participation in the Lloyds TSB Airmiles Scheme
- you are a personal customer. Businesses, partnerships, clubs, and other unincorporated associations are not eligible.

1.2 We will suspend your right to earn Airmiles if you fail to observe the Credit Card Conditions, the Lloyds TSB Airmiles Conditions, or if your account with AIRMILES is terminated as a result of a breach by you of the Airmiles Conditions. If we do this we will also terminate the Duo credit card account and any other credit card account you may have with us.

1.3 We will not be responsible for any losses on the occurrence of any of the following events where such events are caused by factors beyond our reasonable control:

- delay in opening an account with AIRMILES;
- unauthorised redemption of Airmiles;

- failure or delay by AIRMILES or any other person to provide goods or services;
- loss or damage caused by goods or services supplied or requested in connection with the Scheme.

2. How to earn Airmiles

- 2.1 You can earn Airmiles for Eligible Purchases.
- 2.2 We may introduce other ways of earning Airmiles. We will tell you about these if we do.
- 2.3 Information about the Airmiles for Eligible Purchases you have earned will be included on your monthly Duo credit card statement, but you will have less than the number of Airmiles that appear in that statement if we have deducted Airmiles since that statement because you have made transactions that are not Eligible Purchases. You may not receive a monthly statement if you have not used your Duo credit card or the balance on your account is nil.
- 2.4 You must check your monthly statement and notify us immediately if you do not agree with the Airmiles earned for that period. We will correct the Airmiles earned if it is shown to our reasonable satisfaction to be wrong.
- 2.5 You will earn 1 Airmile for every £10 spent on Eligible Purchases which are not Foreign Exchange Transactions using your Duo American Express card, and 1 Airmile for every £50 spent on Eligible Purchases which are not Foreign Exchange Transactions using your Duo MasterCard card or any other higher rate we may decide. We will tell you which rates apply. Any remaining balance of less than £10 or £50 respectively will be disregarded.
- 2.6 You will earn 1 Airmile for every £5 spent on Foreign Exchange Transactions using your Duo American Express card, and 1 Airmile for every £25 spent on Foreign Exchange Transactions using your Duo MasterCard card or any other higher rate we may decide. We will tell you which rates apply. Any remaining balance of less than £5 or £25 respectively will be disregarded.
- 2.7 You will earn 150 Airmiles for every £1,000 spent on a Balance Transfer.
- 2.8 Under condition 4.1, we may change the rate at which we award Airmiles. If we reduce this rate we will give you 30 days' notice in writing.
- 2.9 From time to time we may offer bonus Airmiles on special promotions.
- 2.10 You may not redeem your Airmiles until they have been recorded on your AIRMILES account in accordance with the Airmiles Conditions.

3. Restrictions on the use of Airmiles

- 3.1 You will not earn Airmiles for the following Transactions:
 - Cash Withdrawals
 - money transfers
 - cheques
 - interest, fees or charges
 - Payment Protection Cover
 - Transactions at casinos, betting outlets or bookmakers
 - Payments to offline or online current, savings, sharetrading, spread betting, gambling or any other similar account.
- 3.2 If we credit a refund to your Duo credit card account for a Purchase we will deduct the number of Airmiles you earned on that Purchase.
- 3.3 You cannot earn Airmiles if:
 - you are in breach of the Credit Card Conditions or of the conditions of any other Lloyds TSB credit card account;
 - you are in breach of the Lloyds TSB Airmiles Conditions;
 - we have closed your Duo credit card account or you have closed it; and
 - in the event that your Duo credit card account is closed because you have become bankrupt.
- 3.4 In the event that we have to investigate whether you have made an Eligible Purchase we may suspend your right to earn Airmiles.

4. Variation

- 4.1 We may change any of the terms of the Lloyds TSB Airmiles Conditions or replace them with a new loyalty scheme at any time for the reasons listed in the 'Changes' section of the Credit Card Conditions. We will do this by giving you 30 days' notice in writing. If you are not happy with the change, you can terminate these Lloyds TSB Airmiles Conditions within 60 days of writing to us.
- 4.2 If you terminate the Lloyds TSB Airmiles Conditions for any reason your Duo credit card account will also be closed.

5. Termination and Transfer

- 5.1 We will give you at least 30 days' notice in writing before we end the Lloyds TSB Airmiles Scheme.
- 5.2 We may transfer all of our rights and obligations under these Lloyds TSB Airmiles Conditions without any further consent. By agreeing to the Credit Card Conditions and the Lloyds TSB Airmiles Conditions you agree that we may disclose or transfer all information we hold about you to a prospective or actual new owner. Such a disclosure will not affect your rights.

6. Your Information and AIRMILES

- 6.1 The section entitled 'My personal data and Lloyds TSB' sets out our rights to use your personal data. In addition, you agree that we can share your personal data with AIRMILES. You will receive statements and information from AIRMILES relating to the Scheme. AIRMILES will use your personal data to administer your AIRMILES account and to contact you with information and offers from AIRMILES and AIRMILES scheme partners, to help you collect and redeem your Airmiles. In processing your data AIRMILES will act in accordance with their privacy policy which can be found at www.airmiles.co.uk/privacy. If you do not want your personal data to be shared between AIRMILES and us or to receive marketing communications from third parties, please contact us on 0870 55 777 77 or contact AIRMILES via its website at www.airmiles.co.uk or by writing to AIRMILES, PO Box 90, Birchwood, Warrington WA3 7XA.
- 6.2 If you do not agree to us sharing your personal data with AIRMILES we will close your Duo credit card account.

YOU MUST ALSO READ THE AIRMILES CONDITIONS, WHICH CAN BE FOUND AT www.airmiles.co.uk

If there is a conflict between the Credit Card Conditions and Lloyds TSB Airmiles Conditions on the one hand and the Airmiles Conditions on the other, the Airmiles Conditions shall prevail insofar as the relevant rules affect or purport to affect the Airmiles Scheme.

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Please contact us if you'd like this in large print or Braille.

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Authorised and regulated by the Financial Services Authority.

We are members of the Financial Services Compensation Scheme and the Financial Ombudsman Service.