
INTERNATIONAL CURRENT ACCOUNTS AND SAVINGS

Terms and Conditions



LLOYDS BANK

Terms and conditions – Premier International Account

About us

Lloyds Bank International Limited, trading as Lloyds Bank and Lloyds Bank International. Registered Office:
PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG.

Registered in Jersey, number 4029. Regulated by the Jersey Financial Services Commission. We abide by the Jersey Code of Practice for Consumer Lending.

The Isle of Man branch of Lloyds Bank International Limited is licensed by the Isle of Man Financial Supervision Commission.
Business Address: PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ.

Lloyds Bank (Gibraltar) Limited, trading as Lloyds Bank and Lloyds Bank International. Registered Office:
Royal Ocean Plaza, Ocean Village, Gibraltar GX11 1AA. Registered in Gibraltar, Number 99982. Regulated and authorised by the Gibraltar Financial Services Commission for the conduct of banking, investment and insurance mediation business.

Lloyds Bank (Gibraltar) Limited is a participant in the Gibraltar Deposit Guarantee Scheme ("the Scheme") established under the Deposit Guarantee Scheme Act, 1997. Details of the Scheme are available on request.

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

Lloyds Bank (Gibraltar) Limited has registered the business name of Lloyds Bank in Gibraltar.

Contractual understanding

These Terms and Conditions govern the relationship between us and you ("the customer"), which term (as defined below) includes all persons including a company or trustee in whose name we open an Account (as defined below), and where the customer consists of more than one person, refer to each and every one of you or any other persons lawfully acting for any one or more of you (including, without limitation, executors or administrators of any one of you) subject to any special arrangements agreed in writing and any special regulations which may issue at any time. These Terms and Conditions apply to the provision of all services provided by us to you.

If you have indicated in your Application (as defined below) that you are either (i) resident in the EEA (excluding the UK), or (ii) currently resident in the UK but are in the process of moving to/setting up residence in another EEA country, US Dollar Accounts and/or Euro Accounts will be opened with Lloyds Bank (Gibraltar) Limited and your Account will be domiciled in Gibraltar and be subject to Gibraltar law.

If you have indicated in your Application that you are either (i) resident in the EEA (excluding the UK), or (ii) currently resident in the UK but are in the process of moving to/setting up residence in another EEA country, Sterling Accounts will be opened with Lloyds Bank International Limited in the Isle of Man and your Account will be domiciled in the Isle of Man and be subject to the laws of the Isle of Man.

If you have indicated in your Application form that you are either (i) not resident in the EEA, or (ii) resident in the UK, all accounts will be opened with Lloyds Bank International Limited in the Isle of Man and your Accounts will be domiciled in the Isle of Man and will be subject to the laws of the Isle of Man.

Parties to the Contract

You, the customer, of the one part and, if you have indicated in your Application that you are either, (i) resident in the EEA (excluding the UK), or (ii) currently resident in the UK but are in the process of moving to/setting up residence in another EEA country, and have applied to open a US Dollar Account and/or a Euro Account, Lloyds Bank (Gibraltar) Limited in respect of such Account(s), AND/OR

if you have indicated in your Application that you are either, (i) resident in the EEA (excluding the UK), or (ii) currently resident in the UK but are in the process of moving to/setting up residence in another EEA country, and have applied to open a Sterling Account, Lloyds Bank International Limited in the Isle of Man in respect of such Account, AND/OR

if you have indicated in your Application that you are not resident in the EEA or you are resident in the UK and are not in the process of moving to/setting up in residence in another EEA country and have applied to open any Account, Lloyds Bank International Limited in the Isle of Man in respect of any such Account(s) of the other part(s)

1. Definitions applying to all Accounts and International PhoneBank

1.1 Definitions

In these terms and conditions, unless otherwise indicated, the following words have the following meanings:

Account(s): the Sterling Premier International Account ("Sterling Account"), the US Dollar Premier International Account ("US Dollar Account") and/or the Euro Premier International Account ("Euro Account") specified in the Application and to be held with us.

Application: The application you have made to us to open the Account(s).

Eligibility Criteria: the eligibility or qualification criteria (if any) determined by us from time to time which you must meet in order to apply for and hold the Account.

International PhoneBank: a telephone banking service enabling you to give us instructions by phone. In the case of customers of Lloyds Bank (Gibraltar) Limited, International PhoneBank will be provided by Lloyds Bank International Limited in the Isle of Man on behalf of Lloyds Bank (Gibraltar) Limited.

Payment Services Schedule: the schedule annexed to these Terms and Conditions in respect of Accounts held with Lloyds Bank (Gibraltar) Limited.

Terms and Conditions: the terms and conditions set out herein and, where applicable, the Payments Service Schedule, or as varied from time to time.

We/Us/Our/Bank: the bank with which your Account(s) is/are held, being either or both of Lloyds Bank International Limited or Lloyds Bank (Gibraltar) Limited depending on where your Account(s) is/are held in accordance with these Terms and Conditions.

Working Day: means any day except a Saturday, Sunday or a public holiday or bank holiday in the jurisdiction in which your Account(s) is (are) held.

You/Your: the customer, which expression includes all persons including a company or trustee in whose name we open an Account or, if a joint Account is held, the customers which expression refers to each and every one of you or any other persons lawfully acting for any one or more of you (including, without limitation, executors or administrators of any one of you).

1.2 General

About this product/service:

- The supply of the product(s) and service(s) in this brochure meet the provisions of The Distance Marketing of Consumer Financial Services Directive (2002/65/EC).
- This contract is in English. You agree that we can communicate with you in English about this contract once the contract is made.
- Please note that we are required to advise you of the possibility that there may be other costs or taxes imposed by third parties in connection with this product/service. However, we are not aware of any.

1.2.1 The terms and conditions in Section 1 and, where applicable, the Payments Services Schedule apply to all Accounts and International PhoneBank, except where otherwise indicated. Terms and conditions specific to individual Accounts are detailed below in Section 2. All the terms and conditions in this document and, where applicable, the Payments Services Schedule are legally binding so please read them through carefully before you sign the Application to indicate your agreement to them.

1.2.2 Before opening an Account we may take up references or otherwise satisfy ourselves of your identity, source of funds and suitability as an Account holder. We can refuse to open an Account or to accept a deposit without giving any reason. You must immediately inform us in writing of any material changes to the information you give to us in your Application if your circumstances change.

- 1.2.3 We may refuse to carry out an instruction or insist on further confirmation from you. Before acting on an instruction, we may also (but will not have to) take steps to check whether you authorised it. For example, we may ask you to provide more information, which may include any further proof of identity. We may also need to delay carrying out instructions to meet our obligations under regulations to combat money laundering or other regulations. We are not obliged to tell you the reason for any delay. We will not be responsible to you for loss resulting from any delay as long as we have acted reasonably.
- 1.2.4 We may change the Account's features (including any benefits included with the Account) and/or the terms and conditions from time to time. If we make such a change, we will do so (a) in accordance with the terms and conditions in Sections 1 and/or 2 if your Account is held with Lloyds Bank International Limited or (b) in accordance with the terms and conditions in Sections 1 and/or 2 or, where applicable, the Payments Services Schedule if your Account is held with Lloyds Bank (Gibraltar) Limited. If the change is to your disadvantage we will (a) tell you at least 30 days before the change takes effect if your Account is held with Lloyds Bank International Limited, or (b) where required, notify you at least two months before the change takes effect if your Account is held with Lloyd Bank (Gibraltar) Limited. We may do this, for example, to:
- make a change to your benefit, or not affecting your rights or obligations;
 - meet legal, fiscal or regulatory requirements;
 - correct errors, omissions, inaccuracies or ambiguities;
 - deal with reorganisations within the Lloyds Banking Group;
 - cover service differences for new computer or other processes;
 - bring us into line with market practice;
 - reflect developments we wish to make to your account and changes in client demand or requirements.
- 1.2.5 If we receive no response from you within 30 days or two months, as applicable, of us providing you with the written notice in Section 1.2.4 above, you agree that you will have consented to the variation. At the end of the 30 day or the two month period, as applicable, the variation will be effective without further notice. Should you object to the variation we reserve the right to close your Account.
- 1.2.6 We are only liable for direct loss to you, and then only if caused by our breach of contract or negligence. We are not liable for indirect loss, for example loss of business, loss of opportunity, loss of profit, or for any type of special or consequential loss. In addition to the other terms and conditions where we exclude or limit liability, we are not liable for:
- incompatibility between our services and your computer, modem; or
 - telephone equipment or software; or
 - anything beyond our reasonable control.
- 1.2.7 Nothing in these terms and conditions will exclude or restrict any duty or liability which we may have or owe to you, or which we are not allowed to limit or exclude, under any applicable law or regulation.
- 1.2.8 If one, or part of these terms and conditions becomes invalid or unenforceable in any way under any applicable law, this will not affect the validity of the remaining terms in any way.
- 1.2.9 We believe these terms and conditions are fair. If any one, or part of them, becomes invalid because it is unfair or for any other reason, we can treat it as changed in a way that makes it fair and valid. The changed term or condition will then apply to you and to us on that basis, and the other terms and conditions will remain fully valid.
- 1.2.10 If a joint account is held and any of the terms and conditions are in any way unenforceable or otherwise ineffective against any one or more of you, the rest of you will not be released from your obligations under them.
- 1.2.11 The rights, obligations and liabilities of you and us in relation to and arising directly or indirectly out of the Account(s), the debit card(s) issued in connection with the Account(s) and International PhoneBank shall be governed by and construed for all purposes in accordance with the laws of the jurisdiction in which the Account is maintained (and thereby your having contracted with us in that jurisdiction) and the Courts of such jurisdiction shall have non-exclusive jurisdiction over any proceedings in connection therewith.
- 1.2.12 About cancelling or terminating any of the services/products provided by us pursuant to your Application as governed by these Terms and Conditions:
- a. You have the right to cancel your contract for the Account at any time. In order to cancel the contract, please write to Lloyds Bank International Limited at PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG or Lloyds Bank (Gibraltar) Limited at Royal Ocean Plaza, Ocean Village, Gibraltar GX11 1AA depending on where your Account is held in accordance with these Terms and Conditions.
 - b. For all other products with a cancellation right, if you make use of the product/service before you exercise your right to cancel, we will charge you for the benefit of using the product/service that you have received up to the date of cancellation on a pro-rata basis based upon the time elapsed.
- 1.2.13 About disputes in relation to this contract:
- a. Where the Account is held in the Isle of Man or the product or service is provided by Lloyds Bank International Limited in the Isle of Man, the laws of the Isle of Man will apply to this contract and the Isle of Man courts shall have non-exclusive jurisdiction over any proceedings in connection with any disputes in relation to this contract.
 - b. Where the Account is held in Gibraltar or the product or service is provided by Lloyds Bank (Gibraltar) Limited (whether or not such product or service is provided by third parties on its behalf), the laws of Gibraltar will apply to this contract and the Gibraltar courts shall have non-exclusive jurisdiction over any proceedings in connection with any disputes in relation to this contract.
 - c. If you want to make a complaint about this contract or the service that you are receiving from us please follow the procedures detailed in the leaflet entitled 'How to complain' available from any branch or by applying in writing to Lloyds Bank International Limited at PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG or to Lloyds Bank (Gibraltar) Limited at Royal Ocean Plaza, Ocean Village, Gibraltar GX11 1AA.
- 1.2.14 European Union (EU) Savings Tax Directive
- a. For accounts opened with Lloyds Bank (Gibraltar) Limited in Gibraltar:

If you are resident in the European Union (EU) for tax purposes, we are required to disclose to the local tax or competent authorities in Gibraltar details of your identity, residence, account number(s) and the amount of credit interest received on all accounts you hold with us in Gibraltar (together with any additional information we may hold about you and that is required as part of a disclosure), for onward reporting to the tax or competent authorities in the EU country in which you reside. You expressly consent to us making such disclosure from time to time and without further notice to you.
 - b. For accounts opened with Lloyds Bank International Limited in the Isle of Man and/or the Channel Islands:

If you are a resident in the EU for tax purposes, by applying for one or more new accounts with us, you agree to the following:
 - i. you acknowledge that all new accounts which you apply for and all existing accounts (if any) which you already hold with us in the Isle of Man and/or the Channel Islands will be subject to exchange of information, as given domestic effect in the relevant island in which your accounts are or will be held. For the avoidance of doubt, in the event that the relevant island's domestic legislation allows for either exchange of information or the withholding of tax, we only operate on the basis of exchange of information. This means that we will disclose details of your identity, residence, account number(s) and the amount of credit interest received on all new and existing accounts you hold with us (together with any additional information we may hold about you and that is required as part of a disclosure) to the relevant tax or competent authority in the Isle of Man and/or the Channel Islands; and
 - ii. you expressly consent to us disclosing, from time to time and without further notice to you, your above-mentioned details to the tax or competent authorities in the island in which your account is held, for onward reporting to the tax or competent authorities of the EU country in which you reside.

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

If you are resident in the EU for tax purposes and already hold any bank accounts in the Channel Islands and/or the Isle of Man with Lloyds Bank International Limited, by applying for one or more accounts with us you consent to Lloyds Bank International Limited and Lloyds Bank (Gibraltar) Limited disclosing to their respective local tax or competent authorities details of your identity, residence, account number(s) and the amount of credit interest received on all accounts you hold with them (together with any additional information we may hold about you and that is required as part of a disclosure), for onward reporting to the tax or competent authorities in the EU country in which you reside.

Additional details can be found on our website located at international.lloydsbank.com/eustd/

- 1.2.15 Deposits made with the Isle of Man branch of Lloyds Bank International Limited are protected by the Depositors Compensation Scheme contained in the Isle of Man Compensation of Depositors Regulations 2010, as amended. Lloyds Bank (Gibraltar) Limited is a participant in the Gibraltar Deposit Guarantee Scheme established under the Gibraltar Deposit Guarantee Scheme Act 1997. Details of the Scheme are available on request.

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

2. Terms and conditions for the Sterling Accounts, US Dollar Accounts and Euro Accounts

In this Section, references to:

- i. Sterling (£) apply where the account held is a Sterling Account,
- ii. US Dollars (US\$) apply where the account held is a US Dollar Account and
- iii. references to Euro (€) apply where the account is a Euro Account.

- 2.1 An application for an Account must be made using a valid application form. You must be 18 years of age or over and satisfy the Eligibility Criteria to apply for and hold the Account. We will tell you what the Eligibility Criteria are when you enquire about or apply for the Account, or upon request. We may change the Eligibility Criteria for the Account from time to time. If you do not satisfy the Eligibility Criteria for the Account, we reserve the right to refuse to open the Account or to close the Account if already opened.
- 2.2 The Account may be in Sterling, US Dollars or Euro. The Account requires funds to be deposited (in the currency in which the Account is held) within 6 weeks of Account opening. If you apply for more than one Account at the same time, within 6 weeks of Account opening you must deposit funds (in the appropriate currency) into whichever Account you indicated during your application is to be debited with the monthly fee (described below).
- 2.3 A monthly fee applies to the Account and you agree that we may debit that fee from the Account each month. For the purpose of this section, a 'month' means the period covered by your monthly charging period which is usually the same as your monthly statement period. We will tell you what the monthly fee is when you enquire about or apply for the Account, or upon request. We may change the monthly fee for the Account from time to time.
- 2.4 We will apply the monthly fee as follows:
 - If you have one or more Accounts in your sole name, you will only be charged one monthly fee.
 - If you have one or more joint Accounts and they are all held by the same parties then you will only be charged one monthly fee.
 - If you have one or more joint Accounts and they are not all held by the same parties then you will also be charged a separate monthly fee for each additional joint Account.
 - If you have one or more sole Accounts and one or more joint Accounts (with the joint Accounts held by all the same parties), you will be charged one monthly fee for the sole Account(s) and one monthly fee for the joint Account(s).

- 2.5 We will deduct the monthly fee from the Account (if you have one Account only) or from whichever Account you tell us to use for this purpose (if you have more than one Account). If you do not tell us promptly or at all which of your Accounts we may use for monthly fee payment purposes, you agree that we may, at our discretion, deduct such fees from any one of those Accounts.
- 2.6 If you or we close the Account from which your monthly fee is usually deducted (the 'fee payment account') leaving you with one or more remaining Accounts whose monthly fee was previously covered by the fee payment account, you agree that we may debit future monthly fees from: (a) your one remaining Account, or (b) whichever Account you tell us to use for that purpose (if you have more than one remaining Account). If you do not tell us promptly or at all which one of your remaining Accounts we may use for monthly fee payment purposes, you agree that we may, at our discretion, deduct such fees from any one of those Accounts.
- 2.7 We may, at our discretion, decide to waive the monthly fee applicable to the Account. We will normally do this in respect of any month during which you hold and maintain deposits in the Account that equal or exceed any minimum credit balance which we may apply to the Account. For the purpose of this section, a 'month' means the period covered by your monthly charging period which is usually the same as your monthly statement period. We will tell you what that minimum credit balance is when you enquire about or apply for the Account, or upon request. We may change the minimum credit balance for the Account from time to time.
- 2.8 Sterling funds will be converted into US Dollars or Euro at a rate of exchange determined by us on the day they are credited to the US Dollar Account or Euro Account. Deposits in excess of US\$100,000 or €100,000 or currency equivalent into the Account should be effected by telegraphic transfer, which can be made from your local bank, anywhere in the world (subject to local regulations). All major currencies may be sent and your funds will be converted to US Dollars or Euro automatically upon receipt.
- 2.9 You can find out the current interest rates for your account and any applicable charges by telephoning our International PhoneBank service or by visiting our website at lloydsbank.com/international. We can change the rates and charges at any time. The new rates and charges will come into force as soon as we display them on our website.
- 2.10 We calculate interest on a daily basis on cleared credit balances.
- 2.11 Where interest is payable, we pay monthly interest on the 9th of each month on the Sterling Account. If the interest payment date is not a Working Day, interest is paid on the next Working Day. Interest on the US Dollar and Euro Accounts is paid half yearly on 31st May and 30th November.
- 2.12 We will credit the interest to your Account or, where you ask us in writing, to another account in your name at the same branch.
- 2.13 We may offer from time to time different benefits (such as various insurance or other benefits) with the Account covered by these Terms and Conditions. We will tell you the benefits which are available to you when you enquire about or apply for the Account, or upon request.
- 2.14 If you ask us to collect or negotiate cheques or bills payable abroad, any cheques or bills deposited which are in a currency other than Sterling or Euro and are drawn on a bank outside the UK Euro clearing system will remain uncleared for a period of up to 30 days from receipt and may be subject to local law and banking practice.
- 2.15 We may be called upon to reimburse a correspondent bank abroad for irregular items, such as forged endorsements or material alterations, discovered after the cheque or bill has apparently been paid. This liability can remain outstanding for up to six years. We will maintain a full right of recourse against you in those cases, as well as any recourse we have for any cheque or bill which is returned unpaid for normal banking reasons. Each collection will be subject to the International Chamber of Commerce's Uniform Rules for Collection. We are not liable for any loss, damage or delay which is not directly due to our own negligence or default.
- 2.16 If more than one person is named in the Application we will open all the Accounts you have requested on the Application as joint Accounts. (Please complete a separate form if you want us to open any accounts in the name of just one of you).
 - A joint Account means that both of you are separately responsible for keeping to the terms of the Account. If either of you does not keep to them, we can take action against either or both of you singly or together. For example, we can take action to recover the debt from either or both of you.
 - We may give any information about the Account to either of you.

- Either of you will be able to withdraw any money in the Account or obtain overdrafts (which may be without the other's knowledge), even if, as a result, the Account becomes overdrawn or an existing overdraft is increased. We will not be obliged to make any enquiries about the purpose of any transactions.
- 2.17 In the case of joint Accounts, you request and authorise us, until receipt by us of notice in writing to the contrary from any one of you, to:
- honour and debit to any Account in your name all payment instructions signed by any one of you. This instruction still applies if, as a result, the Account(s) become overdrawn or any existing overdraft is increased. You will be jointly and severally responsible to repay with interest any overdraft or joint loan we advance;
 - act on any request signed by any one of you to withdraw or deal with any property or securities which we may hold for you from time to time;
 - act in accordance with any instructions received from any one of you whether written, verbal or by telephone. For the avoidance of doubt this includes any payment instructions;
 - accept for the credit of your joint Account(s) payments we receive in the name of any one of you unless such credit is marked "sole account";
 - pay or deliver to or to the order of the survivor(s) of you in the event of the death of either or any one of you (as applicable) all money, securities, deeds, documents and all other property (including security boxes and their contents) whatsoever standing to the credit or held by you for any Account(s); and
 - act on any instructions given pursuant to this authority without making any enquiries as to why such instructions were given.
- 2.18 All correspondence must be directed to the International centre of whichever office of Lloyds Bank International Limited or Lloyds Bank (Gibraltar) Limited holds the Account.
- 2.19 An 'overdraft' is where we lend you money when you would not otherwise have available funds to make a payment out of your 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.
- 2.20 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.
- 2.21 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.
- 2.22 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. Please note that a Planned Overdraft is not normally available for the US Dollar Account and the Euro 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.
- 2.23 If you try to make a payment out of your Account (for example, by card or Direct Debit) 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.
- 2.24 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).
- 2.25 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 interest rates and money transfer charges guide, and on our website.
- 2.26 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.
- 2.27 If you have requested a Lloyds Bank Debit Card, the terms and conditions of the Lloyds Bank Debit Card apply. For full details, please see the Lloyds Bank Debit Card Terms and Conditions which will be sent to you with your debit card.
- 2.28 You should be aware that if the e-mail address you have provided is used by more than one member of your household, they may also obtain access to the e-mails that we send to you.
- 2.29 There may be additional charges for particular banking or other services we provide. For full information on our charges and interest please contact the International Banking Team.
- 2.30 We can change our monthly fee and other charges or introduce new ones by giving you 30 days' notice if your Account is held with Lloyds Bank International Limited, or (where required) by giving you at least two months' notice if your Account is held with Lloyds Bank (Gibraltar) Limited.
- 2.31 At any time we can require you to close the Account. We may do this without giving any reason, but we will normally give you 30 days' notice. We accept no liability for any loss or damage sustained by you as a result of any such termination whether or not notice was given.
- 2.32 We and other members of the Lloyds Banking Group may be subject to sanctions and embargoes imposed by the international community including the United Kingdom, European Union, United Nations and United States of America. We may decline to accept Payment Instructions and may refuse to make any payment or take any action in connection with a Payment Instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any other member of the Lloyds Banking Group or any of our or their employees of any sanction or embargo whether or not imposed in the United Kingdom, the Isle of Man, the Channel Islands or Gibraltar, and we will not be liable for any loss, damage, cost or expense for any such reason. We may disclose to the relevant authorities such information in relation to any instruction or payment as may be required.

3. Terms and conditions for International PhoneBank

In the case of customers of Lloyds Bank (Gibraltar) Limited, International PhoneBank is provided by Lloyds Bank International Limited in the Isle of Man on behalf of Lloyds Bank (Gibraltar) Limited.

- These conditions are in addition to those for the accounts and services you are accessing through the Service (as defined below). If there is any conflict, these conditions override any others.
- These conditions are subject to the laws of the place where the Account on which the Service is being provided for is maintained, and to the non-exclusive jurisdiction of the court there.

3.1 Definitions

Security Code: the password you provide and Telephone Identification Number (TIN) we agree with you and use to identify you when you use the Service.

Service: International PhoneBank

User Guide: the guidelines we provide and update about operating the Service, including in hard copy (for example in a brochure or letter) or spoken guidelines (through the Service itself).

3.2 Authority

- 3.2.1 You confirm that you are happy for us to access your Account(s) and to allow us such access for any purpose connected with the Service.
- 3.2.2 You confirm that your joint Account holders are happy for you to access your joint Accounts via the Service. However, we will end your use of the Service immediately on all your Accounts if any joint Account holders notify us that:
- he/she never consented to your application for the Service (in which case you agree to indemnify us for any costs or losses that we incur as a result);
 - the joint Account can no longer be operated on your instructions alone; or
 - he/she will no longer let you operate the joint Account using the Service.

3.3 Security

- 3.3.1 You will agree a Security Code with us, not record it in any form recognisable by others, and not disclose it to anyone (except our staff, when the Security Code is agreed or changed).
- 3.3.2 You will notify us immediately if you suspect that someone else knows your Security Code or is trying to access your Accounts. You should either telephone us using the number in the User Guide or contact the International Banking Team.
- 3.3.3 You will be liable for losses if you act fraudulently. We may hold you liable for losses if you are grossly negligent.
- 3.3.4 Except if 3.3.3 applies:
- your liability for unauthorised transactions will be limited to £50 per transaction;
 - once we have been notified under 3.3.2, you will not be liable for subsequent; unauthorised transactions (unless you have not kept the Security Code secret).
- 3.3.5 You must check your statements and notify us within a year of a claim arising.
- 3.3.6 We record telephone calls and intend to keep recordings for at least six years for resolving any disagreements. We may monitor calls to improve our quality of service.

3.4 Instructions

- 3.4.1 You authorise us to act on any instruction you give on the Service without your further confirmation as long as the Security Code is given.
- 3.4.2 You must always comply with the User Guide and any updates.
- 3.4.3 We may change the way the Service operates. Once we have notified you of these changes (in accordance with 3.5.3 below), you must comply with them in their entirety.
- 3.4.4 We will try to carry out instructions immediately. Transactions may not always be processed as soon as instructions are given. Some instructions can only be processed in normal banking hours, even though the Service is operational outside these hours.
- 3.4.5 We may refuse to carry out a transaction, or delay it, when we believe we are justified in doing so. In such situations we will contact you and tell you why.
- 3.4.6 We may choose to check transactions with you before processing them, particularly if they are large or unusual, or require your written confirmation.
- 3.4.7 You cannot normally revoke instructions after you have given them. If we are able to cancel an instruction you must pay any costs incurred by us.
- 3.4.8 We cannot change or alter direct debits unless the originator agrees. You should contact them direct.

3.5 Our Services

- 3.5.1 We may change or withdraw any part of the Service.
- 3.5.2 We may introduce or change charges for the Service. We will give you 30 days' notice of any such change if your Account is held with Lloyds Bank International Limited or, where required, notify you at least two months before the change takes effect if your Account is held with Lloyd Bank (Gibraltar) Limited. Individual transaction charges for instructions given via the Service will continue to apply.
- 3.5.3 We can give these notices by:
- telephoning or writing to you; or
 - putting an advert in a newspaper; or
 - putting a notice in our branches.
- 3.5.4 You or we may terminate your use of the Service on reasonable notice (normally 30 days' notice) and without explanation. We will normally process any instructions given before termination.
- 3.5.5 These conditions will apply to all existing Accounts in your name and any eligible Accounts opened in the future on which the Service is being provided for.
- 3.5.6 We are not liable for any loss or damage, direct or indirect, caused by:
- any breach of confidentiality (unless we have caused it) resulting directly or indirectly from your use of the Service;
 - the Service, or its telephone number, being unavailable;
 - delays, interruptions or errors in transmission not directly our fault;
 - the circumstances beyond our reasonable control.

3.5.7 Customers of Lloyds Bank (Gibraltar) Limited

This sub-section applies in addition to the terms and conditions above where the Accounts you access through the Service are held with Lloyds Bank (Gibraltar) Limited.

In order for Lloyds Bank (Gibraltar) Limited to provide the Service to its customers, Lloyds Bank (Gibraltar) Limited has entered into arrangements with Lloyds Bank International Limited. You acknowledge that the Service is provided by Lloyds Bank International Limited in the Isle of Man on behalf of Lloyds Bank (Gibraltar) Limited to the customers of Lloyds Bank (Gibraltar) Limited and that instructions in connection with the operation of the Service will be provided by you directly to Lloyds Bank International Limited in the Isle of Man.

You agree and acknowledge that you have no direct or indirect contractual relationship with Lloyds Bank International Limited with respect to the Service and that you are contracting with Lloyds Bank (Gibraltar) Limited with respect to the Service.

You authorise Lloyds Bank (Gibraltar) Limited to disclose to Lloyds Bank International Limited in the Isle of Man and for Lloyds Bank International Limited in Jersey and for the Isle of Man to obtain from Lloyds Bank (Gibraltar) Limited such information relating to your accounts (including information stored on any database) which Lloyds Bank International Limited acting in its absolute discretion deems appropriate to enable it to provide the Service to you.

The Isle of Man branch of Lloyds Bank International Limited and all accounts held with it are subject to the laws and regulations of the Isle of Man.

We are only liable for direct loss to you, and then only if caused by our negligence or deliberate fault. We are not liable for indirect loss.

Issued by Lloyds Bank International Limited and Lloyds Bank (Gibraltar) Limited, trading as Lloyds Bank and Lloyds Bank International.

Lloyds Bank International Limited has registered the business name of Lloyds Bank and Lloyds Bank International in Jersey.

Lloyds Bank International Limited, PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG. Registered in Jersey, number 4029. Regulated by the Jersey Financial Services Commission. We abide by the Jersey Code of Practice for Consumer Lending.

The Isle of Man branch of Lloyds Bank International Limited is licensed by the Isle of Man Financial Supervision Commission and registered with the Insurance and Pensions Authority in respect of General Business.
Business Address: PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ.

Lloyds Bank International Limited is a Jersey registered company that is a wholly owned subsidiary of Lloyds Bank plc. Lloyds Bank plc is incorporated in the United Kingdom, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under no 119278 and is part of the Lloyds Banking Group. Lloyds Bank International Limited places funds with Lloyds Bank plc and thus its financial standing is linked to that of the group. Depositors may wish to form their own view on the financial standing of Lloyds Bank International Limited and its parent based upon publicly available information. Lloyds Bank International Limited's latest annual financial statements are available on our website at lloydsbank.com/international

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

Lloyds Bank (Gibraltar) Limited is a participant in the Gibraltar Deposit Guarantee Scheme ("the Scheme") established under the Deposit Guarantee Scheme Act, 1997. Details of the Scheme are available on request. Please note that, in relation to banking services which we provide, you might not be eligible for compensation under a deposit protection guarantee scheme available in your country of residence. If in doubt, contact your local banking regulator, visit their website or seek independent advice.

Lloyds Bank (Gibraltar) Limited has registered the business name of Lloyds Bank and Lloyds Bank International in Gibraltar.

Terms and conditions – International Regular Saver Account

Terms and conditions – Part A

1. Parties to the Agreement

You, the customer, and

us, Lloyds Bank International Limited

The relationship between you and us is governed by this Agreement, unless there is any legal requirement to the contrary.

2. Definitions

- 2.1 **'Account'**: means a Lloyds Bank International Regular Saver Account to be held with us, during the Initial Term, in the Isle of Man, or in Jersey or Guernsey, as appropriate, if you are an existing customer of ours whose principal accounts are held in one of the islands.
- 2.2 **'Agreement'**: means your agreement with us which is made up of:
- a. your Application Form;
 - b. these terms and conditions during the Initial Term;
 - c. the terms and conditions of the Instant Access Savings Account (or similar account) after the Initial Term;
 - d. the Bank Tariff; and
 - e. any other contractual document relating to the Account that you and we agree shall form part of this Agreement.
- 2.3 **'Application Form'** means the application you complete to open your Account.
- 2.4 **'Bank Tariff'** means the 'Interest Rates, Money Transfers and Account Fees Charges Guide' for the Account (as amended from time to time), or such other document as we may introduce in its place.
- 2.5 **'Initial Term'** means the period commencing from account opening (as set out in condition 4.4) and ending on the expiry of 12 Months plus, where applicable, any period of time represented by an Incomplete Month (as defined in condition 2.9).
- 2.6 **'Instant Access Savings Account'** means the Lloyds Bank International Instant Access Savings Account (or any similar account which we advise you of). The Instant Access Savings Account will replace the Account upon its Conversion (as defined in condition 12.1) when the Initial Term ends (in accordance with condition 12). The Instant Access Savings Account will be held in the same name(s), currency and jurisdiction as the Account and will also have the same account number and sort code.
- 2.7 **'Lloyds Banking Group'** includes us and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland, and their associated companies. For these purposes 'associated companies' includes Lloyds Banking Group plc and any subsidiary, affiliate or other firm directly or indirectly controlled from time to time by either Lloyds Banking Group plc or us. More information on the Group can be found at lloydsbankinggroup.com
- 2.8 **'Lloyds Bank International Limited'** means Lloyds Bank International Limited, a company registered and incorporated in Jersey (with number 4029), whose Registered Office and principal place of business is PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG and which carries on business through branches in the Isle of Man, Jersey and Guernsey.
- 2.9 **'Month'** means a continuous and complete period, after account opening, from the beginning of the second day of a calendar month to the end of the first day of the following calendar month. Where account opening takes place after the second day of a calendar month, the period from account opening up to the end of the first day of the following calendar month shall be treated as an incomplete month ('Incomplete Month'). An Incomplete Month shall not constitute a 'Month' for the purposes of this condition 2.9, in which case the Month will commence from the beginning of the second day of the next calendar month.
- 2.10 **'our Website'** means lloydsbank.com/international
- 2.11 **'We', 'us', 'our' or 'Lloyds Bank'** means Lloyds Bank International Limited.
- 2.12 **'Working Day'** means a day in which banks in the Isle of Man, Jersey or Guernsey (as applicable) are generally open for business (other than weekends, and local bank and public holidays).

3. Eligibility Criteria

- 3.1 You must be 18 years of age or over to hold an Account. You will not be eligible for the Account if, under the law or regulations in your home country or country of residence, you do not have full capacity or are prohibited from entering into this Agreement.
- 3.2 In addition to condition 3.1, other eligibility criteria may apply to the Account. We will make you aware of any additional eligibility criteria when you enquire about these eligibility criteria or apply for the Account.
- 3.3 We may change the eligibility criteria for the Account from time to time. If these changes are likely to affect our existing customers, we will notify you thirty (30) days' in advance of the changes coming into effect.
- 3.4 If you do not satisfy the eligibility criteria for the Account at any time, we reserve the right to refuse to open the Account. If the Account is already opened, we may close the Account upon providing you with thirty (30) days' notice.

4. Account Opening

- 4.1 You may only hold one Account. This may be held either in your sole name or jointly with others.
- 4.2 An application for an Account must be made using a valid Application Form, which is available by calling our International PhoneBank service, through our Website or, if you are an existing customer of ours, from your relationship manager.
- 4.3 Before opening your Account we are legally required to take up references or otherwise satisfy ourselves of your (and any other applicant's) identity and source of funds. We are also entitled to satisfy ourselves as to your (and any other applicant's) eligibility as an Account holder. We reserve the right to refuse to open an Account for any reason and our decision will be final. We may tell you the reason for refusing to open an Account, but are not obliged to do so.
- 4.4 We are legally required to verify your identity and source of funds from time to time. By signing the Application Form you consent to us making all reasonable enquiries in relation to these requirements (which may include the disclosure of information about you to third parties in accordance with the Application Form).
- 4.5 Our legal obligations may require us to delay, cancel payment and/or freeze your funds (this means that we will not allow you or any other person to withdraw money from the Account, deposit money to the Account, or carry out any other transactions). We will not be liable for any loss to you or anyone else which arises as a result of our having to take such action. Please note that in certain circumstances we may not be permitted to tell you the reason for any such delay, cancellation or freezing of payment due to legal reasons or certain other limited circumstances beyond our control. Additionally, we may, at our sole discretion and without giving you any reason or being liable for any loss that may be occasioned thereby, refuse to act on your instructions.
- 4.6 Your Account will be opened from the date we allocate you an account number, even if your Account has a 'nil' balance at that time. We will write to you with full details about your Account after we have opened it.

5. Currency, initial funding and fees

- 5.1 The Account is denominated in sterling (£).
- 5.2 The Account does not require you to make a minimum initial deposit but you may, if you wish, make a sterling deposit of up to £2,500 into your Account within twenty (20) Working Days of your Account being opened. If you make an initial deposit under this condition 5.2, you may do so from:
- a. another Lloyds Banking Group account through International PhoneBank or Internet Banking (if you are registered for these services); or
 - b. from any other account by electronic funds transfer.
- 5.3 Deposits cannot be made in cash or by cheque.
- 5.4 There may be additional charges for particular banking or other services we provide. By signing the Application Form you agree to pay those charges. For information on our current charges, please see our Bank Tariff, contact us, or visit our Website. Where possible, we will try to advise you of any additional charges in advance.

6. Deposits and Withdrawals

- 6.1 You will only be permitted to make one deposit to your Account per Month. Except for the initial deposit permitted under condition 5.2, you may deposit money into your Account by way of monthly standing order.
- 6.2 You may set up a monthly standing order into your Account of between £500 and £2,500 for each of the 12 Months during the Initial Term. Your monthly standing order must be in sterling and cannot be set up from another savings account you hold with us.
- 6.3 When setting up a monthly standing order, you must ensure that the first standing order payment is made within twenty (20) Working Days of your Account being opened, as explained in the letter we will send you after your Account had been opened. Please note that if your Account is opened during an Incomplete Month (i.e. after the second day of a calendar month), any payment you make into your Account by standing order in that Incomplete Month will not count or qualify as one of your 12 monthly standing order payments under condition 6.2. If this happens, you may wish to leave your standing order in place for an extra month to ensure your Account is funded for the full 12 Months (excluding the payment made in the Incomplete Month).
- 6.4 Provided you have sufficient cleared funds in your Account, you may request withdrawals or transfers from your Account at any time to a current account held with us, another member of the Lloyds Banking Group, or an account held with another bank.
- 6.5 Your withdrawal may be made by visiting a branch of Lloyds Bank International Limited. Your transfer request may be made by visiting a branch of Lloyds Bank International Limited, or through International PhoneBank or Internet Banking (if you are registered for these services).
- 6.6 You may also instruct us to make a payment from your Account by way of bank draft. Charges apply for payment by way of bank draft. For information on our current charges please see our Bank Tariff, contact us, or visit our Website.
- 6.7 We may also charge you for making deposits, withdrawals and transfers. By making a deposit or withdrawal or instructing a transfer you agree to pay any charges which apply. For information on our current charges, please see our Bank Tariff, contact us or visit our Website.
- 6.8 Please be aware that any withdrawals or transfers (including withdrawals or transfers made when closing your Account) may affect the amount of interest you earn on your Account (see condition 7 for details).
- 6.9 Where you instruct us to make a transfer using International PhoneBank or Internet Banking, you are responsible for ensuring that correct account details are provided for the recipient. We are under no obligation to check the accuracy of these details.
- 6.10 If you suspect that an unauthorised or incorrect payment or transfer has been made from your Account you should contact us immediately. In circumstances where you do not contact us as soon as is reasonably practicable to tell us about such suspected unauthorised or incorrect payments or transfers, we will not be liable for any loss, damage, cost or expense incurred by you as a result.
- 6.11 Your Account should not become overdrawn without prior arrangements having been made with us. If we allow an overdraft to be created on your Account (for whatever reason) this does not mean that we have given our permission for your Account to be overdrawn nor that we are bound to agree to the creation of an overdraft in future. In the event of your Account becoming overdrawn in any circumstances, we may apply debit interest or charges to your Account. For information on our current rates and charges, please see our Bank Tariff, contact us or visit our Website.

7. Interest

- 7.1 You will begin to earn interest on your Account from the date we receive 'cleared funds' into your Account. Interest is only paid on 'cleared funds'. 'Cleared funds' are funds that are in your Account and available for you to use.
- 7.2 Interest, at the applicable fixed rate for the Account (which depends on whether any withdrawals or transfers are made, as detailed in condition 7.3), is calculated daily on credit balances in your Account during the Initial Term (including any time represented by an Incomplete Month). For information on our current interest rates, please see our Bank Tariff, contact us or visit our Website.
- 7.3 If you make one or more withdrawals or transfers from your Account during the Initial Term you will not receive any interest on your Account for the whole of the Month (or, if applicable, the whole of an Incomplete Month) in which you make the withdrawal(s) or transfer(s).
- 7.4 Where interest is payable, it will be paid into your Account monthly as a single payment on the first day of the following calendar month (or if that is not a Working Day, then on the next Working Day).

- 7.5 Any interest earned on your Account will be paid without deduction, unless otherwise required by law.

8. No change to interest rates

- 8.1 We will not change the fixed rate of interest on your Account during the Initial Term.
- 8.2 We can, however, make changes to other terms of this Agreement in accordance with condition 9 below.

9. Other changes to the Agreement

- 9.1 We can change any other terms of the Agreement, including making amendments to the fees and charges contained in the Bank Tariff (excluding interest rate changes, as outlined at condition 8).
- 9.2 Where we make a change to the Agreement which is to your disadvantage, we will provide you with personal notice at least thirty (30) days' in advance of the change taking effect.
- 9.3 We can make any other changes straight away by either telling you personally or by putting notices on our Website within thirty (30) days of the change coming into effect.
- 9.4 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.
- 9.5 If you disagree with the changes to this Agreement, they will not be applied to your Account if you close your Account by giving us notice in writing to Lloyds Bank International Limited, PO Box 103, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1SS before the change to the Agreement would otherwise become effective. We will then close your Account on the first day of the next Month to avoid loss of interest pursuant to condition 11.3. If you do not close your Account, you will be deemed to have accepted the changes.

10. Joint Account customers

- 10.1 If two or more of you are party to the Agreement, the following terms apply:
 - a. Unless and until we receive written notice from one or more of you instructing us to the contrary, any of you can give us instructions (whether in person, in writing or via International PhoneBank or Internet Banking (if you are registered for these services)) independently of the others on your joint Account. This means any one of you can, for example, withdraw all or any money on the Account without the knowledge of the others, close the Account or end a service, and apply for other services which are covered by the Agreement and which are available on your joint Account. We will not normally and shall be under no obligation to make enquiries about the purpose of any payment or instruction or confirm the instructions with the other joint Account customers.
 - b. Each of you is separately responsible for complying with the terms of the Agreement. If any one of you does not comply with the terms, we can take action against any or all of you individually or together.
 - c. We may give any information about your joint Account and the payments on it to any one of you. We can act on information about you which any of you gives us.
 - d. We may address all correspondence to the first named party on the Application Form. A notice we send to one of you will count as notice to all of you.
 - e. If we open an Account for you jointly and you later wish to remove someone from the Account, add another person to the Account or authorise someone else to operate the Account, you must all apply to do so.
 - f. 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 including, but not limited to, freezing the Account until the dispute is resolved. This means that we will not allow you, any other Account holder or any other person to withdraw money from the Account or deposit money into the Account (unless we agree) or carry out any other transactions until we are satisfied that the dispute is settled. We shall not be liable to you, any other Account holder or any other person for any loss, damage, cost, expense or otherwise in such event.
 - g. When this Agreement ends (or your Account is closed) we may pay or transfer money we hold for you under the Agreement or in the Account to any one of you.
 - h. If any of you die, we will pay or hold all money held in the Account to or to the order of the remaining joint Account customers and may act on their instructions upon receipt of appropriate proof of death, unless we have received notice that you are not to be treated as joint owners.

11. Closing the Account

- 11.1 You can close your Account at any time by sending written notice to Lloyds Bank International Limited, PO Box 103, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1SS.
- 11.2 We reserve the right to close your Account:
- a. by giving you thirty (30) days' written notice before doing so; or
 - b. immediately if:
 - (1) you or someone else is, or we reasonably consider you or someone else may be:
 - (i) using, or allowing someone else to use, the Account or a service linked to the Account illegally;
 - (ii) acting fraudulently;
 - (iii) behaving improperly (for example, in a threatening or abusive manner); or
 - (2) we reasonably consider that by allowing your Account to remain open:
 - (i) we may breach a legal requirement or a court order or other authority;
 - (ii) we (or another company in the Lloyds Banking Group) may be exposed to action from any government or regulator;
 - (3) you have seriously or persistently breached this Agreement in any other way; or
 - (4) we, in our absolute discretion, deem it necessary for legal or regulatory reasons.
- 11.3 If you or we close your Account, you will not receive any interest for the whole of the Month (or, if applicable, the whole of an Incomplete Month) in which you close your Account.
- 11.4 In the event of your death, we may need to see a grant of probate, certificate of confirmation, or grant of representation, which must be valid and binding in the place in which your Account is held, before releasing money in your Account to your personal representative and closing your Account. For Accounts held in joint names please see condition 10.1h.

12. Automatic Conversion of the Account

- 12.1 Unless we or you have closed or have served notice to close your Account during the Initial Term, we will automatically convert your Account into an Instant Access Savings Account (or, if it is no longer available, into an similar account which we advise you of) ('Conversion') at the end of the Initial Term. Your account number and sort code will remain the same after Conversion and we will continue to accept your standing order until you cancel it. You can close your Instant Access Savings Account (or similar account) at any time.
- 12.2 The terms and conditions that will apply to your Instant Access Savings Account are shown in the accompanying Part B. We will write to tell you about the Conversion on or before the end of the Initial Term. In the event that your Account is converted into a similar account, we will write to tell you this on or before the end of the Initial Term and will supply you with a copy of the relevant terms and conditions for that account.

13. Statements and other communications

- 13.1 We will send you a statement at the end of the Initial Term showing transactions on your Account. You should read this statement carefully and tell us straight away if you believe there are any incorrect entries.
- 13.2 We will send you a duplicate statement on request. There will be a reasonable charge for this which you will be notified of at the time of your request. This may be deducted from your Account but any deduction will not be treated as a withdrawal or transfer triggering the loss of interest on your Account under condition 7.3.
- 13.3 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 if we need to trace you.

14. Liability

- 14.1 We will not be liable to you for direct loss unless such direct loss is caused by our breach of contract or negligence. We are not liable for indirect loss or costs (for example, loss of business, loss of opportunity, loss of profit, or any type of special or consequential loss). In addition to any other conditions where we exclude or limit our liability, we are not liable to you for losses or costs (whether direct or indirect) caused by or arising from any abnormal or unforeseeable event, such as:

- a. any failure, delay, interruption, error or problem with another system or network or transmission link or with data processing, or any mechanical breakdown of equipment or failure of power supplies, not being directly our fault; or
 - b. any period of essential maintenance, critical change, repair, alteration or failure of computer systems or networks; or
 - c. any industrial dispute or action; or
 - d. anything beyond our reasonable control or that of our agents or sub-contractors.
- 14.2 Nothing in this Agreement will exclude or restrict any duty or liability which we may have or owe to you, or which we are not allowed to limit or exclude, under any applicable law or regulation.

15. Set off

- 15.1 You agree that if you fail to pay us any amount which you owe us we shall have a right (at any time and without notice to you) to combine or consolidate all or any accounts held with us in your name (including, without limitation, those in joint names) and to set off, apply, or transfer any credit sums of any one or more of the accounts against any of your liabilities to us. This is called our right of 'set off' and exists in addition to any other legal rights which we may have under these terms and conditions or generally, subject to the law of the island in which your Account is held.
- 15.2 If we consider the funds in the Account are or may be subject to conflicting claims, we may in our absolute discretion take such steps as we consider necessary including, without limitation, the taking of professional advice and making an application to a court of competent jurisdiction, and we shall not be liable for complying with the order of any such court. You agree that, pending resolution of any conflicting claim, we shall have the right to refuse to pay or deliver all or any part of the funds in the Account to you and to charge you for all costs associated with taking any steps to resolve or deal with such claims or to protect our interests.

16. Other terms

- 16.1 Neither the funds nor your rights in the Account may be:
- a. assigned or transferred by you to anyone else; or
 - b. given or promised by you as security for financial liability to someone else; unless we agree to this in writing.
- 16.2 You agree that we may assign or transfer our rights or obligations under these terms and conditions at any time upon giving you thirty (30) days' notice. Your rights under the Agreement will not be affected if we do so.
- 16.3 By entering into this Agreement you agree that we may disclose to a prospective assignee or transferee or any other person who may propose entering into contractual relations with us in relation to this Agreement such information about you as we consider reasonably necessary and you hereby unambiguously and explicitly consent to such disclosure, subject always to the conditions set out in the Application Form.
- 16.4 If one or more parts of this Agreement become invalid or unenforceable in any way under any applicable law, this will not affect the validity of the remaining terms in any way.
- 16.5 We may refuse to accept a payment into your Account or make a payment from it if we reasonably believe that doing so might cause us (or another company in the Lloyds Banking Group) to breach a legal requirement or might expose us (or another company in the Lloyds Banking Group) to action from any government or regulator. We reserve the right to refuse to accept a payment into your Account or make a payment from it if, in our absolute discretion, we deem such refusal necessary for a legal, regulatory, security, contractual or other reason which shall be determined by us in our sole discretion. We also reserve the right to reverse or recall any payment into or payment from your Account if we have reasonable grounds for believing such payment has been made fraudulently or illegally or otherwise in breach of this Agreement. We will not be liable for any loss, damage, cost or expense suffered by you as a result of our refusing to accept a payment into your Account or refusing to make a payment from your Account, or reversing or recalling a payment into your Account or a payment from your Account. Please note that in certain circumstances we may not be able to tell you the reason for any such refusal, reversal or recall due to legal reasons or certain other limited circumstances beyond our control.

- 16.6 We and other members of the Lloyds Banking Group may be subject to sanctions and embargoes imposed by the international community including the United Kingdom, European Union, United Nations and United States of America. We may decline to accept payment instructions and may refuse to make any payment or take any action in connection with a payment instruction if it would result, in our reasonable opinion is likely to result, in a breach by us or any other member of the Lloyds Banking Group or any of our or their employees of any sanction or embargo whether or not imposed in the United Kingdom, the Isle of Man or the Channel Islands, and we will not be liable for any loss, damage, cost or expense for any such reason.

We may disclose to the relevant authorities such information in relation to any instruction or payment as may be required. For additional details on how we may use your information, please see the Application Form.

- 16.7 As stated in the Application Form, where you are or become resident in the European Union (EU) for tax purposes, your Account will be subject to exchange of information to the tax or competent authorities in the island in which your Account is held, for onward reporting to the tax or competent authorities of the EU country in which you reside for tax purposes. By signing the Application Form you expressly consent to this exchange of information taking place. You also agree to notify us promptly of any change in your residency for tax purposes.
- 16.8 This Agreement will be governed by and interpreted in accordance with the laws of the jurisdiction where the branch holding your Account is situated (as indicated in your Application Form). Where the Account is held in, or the product or service is provided by Lloyds Bank International Limited in, the Isle of Man (or in Jersey or Guernsey, as appropriate, if you are an existing customer with accounts in either island), the laws of the Isle of Man (or, where applicable, of Jersey or Guernsey, as appropriate) will apply to the Agreement and the Isle of Man (or, where applicable, the Jersey or Guernsey) courts shall have exclusive jurisdiction over any proceedings in connection with any disputes in relation to this Agreement. By signing the Application Form, you agree that any dispute may be resolved by the courts in the relevant jurisdiction.
- 16.9 Where your Account is held in Jersey, you agree that to the extent permitted by law, no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 shall apply to you in relation to this Agreement.

17. Complaints and Compensation

- 17.1 If you have a complaint about the Agreement or the service you are receiving from us, please follow the procedures detailed in the brochure titled 'How to Complain', which is available by applying in writing to Lloyds Bank International Limited, PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG.
- 17.2 The Isle of Man branch of Lloyds Bank International Limited is a participant in the Isle of Man Depositors' Compensation Scheme as set out in the Depositors' Compensation Scheme Regulations 2010, as amended (the "Isle of Man Scheme"). Further details of the Isle of Man Scheme are available on request.
- 17.3 Lloyds Bank International Limited is a participant in the Jersey Banking Depositor Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. Eligible deposits are deposits held by private individuals and charities. Depositor protection does not extend to corporations, small to medium sized enterprises, partnerships and trusts. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the Scheme and banking groups covered are available on the States of Jersey website (www.gov.je) or on request.
- 17.4 The Guernsey branch of Lloyds Bank International Limited is a participant in the Guernsey Banking Deposit Compensation Scheme (the "Guernsey Scheme"). The Guernsey Scheme offers protection for 'qualifying deposits' up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Details are available from: Website: www.dcs.gg Telephone: +44 (0) 1481 722756 Post: P.O. Box 128, St Peter Port, GY1 3HQ. In this regard, you may be eligible for compensation under one of these schemes in relation to any banking services that we provide. Further details are available upon request.
- 17.5 Deposits held with Lloyds Bank International Limited in one jurisdiction will not benefit from any compensation scheme available in another jurisdiction.

18. Distance Marketing Directive

- 18.1 The supply of the product in this Agreement meets the provisions of The Distance Marketing of Consumer Financial Services Directive (2002/65/EC).

- 18.2 We offer savings and other financial services to our customers. This Agreement is in English. You agree that we can communicate with you in English about this Agreement once it is made.
- 18.3 Please note that we are required to advise you of the possibility that there may be other costs or taxes imposed by third parties in connection with the Account. However, we are not aware of any.
- Please note: The following terms and conditions only apply after your International Regular Saver Account converts into an International Instant Access Savings Account.

Terms and conditions – Part B

1. Parties to the Agreement

You, the customer, and

us, Lloyds Bank International Limited

The relationship between you and us is governed by this Agreement, unless there is any legal requirement to the contrary.

2. Definitions

- 2.1 '**Account**': means a Lloyds Bank International Instant Access Savings Account to be held with us after the Initial Term, in the same name(s), currency and jurisdiction as the Regular Saver Account it replaces in accordance with condition 12 of the terms and conditions governing your Regular Saver Account (as shown in the accompanying Part A).
- 2.2 '**Agreement**': means your agreement with us which (after the Initial Term) is made up of:
- your Application Form;
 - these terms and conditions;
 - the Bank Tariff; and
 - any other contractual document relating to the Account that you and we agree shall form part of this Agreement.
- 2.3 '**Application Form**' means the application you complete to open your Regular Saver Account.
- 2.4 '**Bank Tariff**' means the 'Interest Rates, Money Transfers and Account Fees Charges Guide' for the Account (as amended from time to time), or such other document as we may introduce in its place.
- 2.5 '**Initial Term**' has the meaning given to it in condition 2.5 of the terms and conditions governing your Regular Saver Account (as shown in the accompanying Part A).
- 2.6 '**Lloyds Banking Group**' includes us and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland, and their associated companies. For these purposes 'associated companies' includes Lloyds Banking Group plc and any subsidiary, affiliate or other firm directly or indirectly controlled from time to time by either Lloyds Banking Group plc or us. More information on the Group can be found at lloydsbankinggroup.com
- 2.7 '**Lloyds Bank International Limited**' means Lloyds Bank International Limited, a company registered and incorporated in Jersey (with number 4029), whose Registered Office and principal place of business is PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG and which carries on business through branches in the Isle of Man, Jersey and Guernsey.
- 2.8 '**Minimum Balance**' means £1.
- 2.9 '**Regular Saver Account**' means a Lloyds Bank International Regular Saver Account held with us, during the Initial Term, in the Isle of Man, or in Jersey or Guernsey, as appropriate, if you are an existing customer of ours whose principal accounts are held in one of the islands.
- 2.10 '**our Website**' means lloydsbank.com/international
- 2.11 '**We**', '**us**', '**our**' or '**Lloyds Bank**' means Lloyds Bank International Limited.
- 2.12 '**Working Day**' means a day in which banks in the Isle of Man, Jersey or Guernsey (as applicable) are generally open for business (other than weekends, and local bank and public holidays).

3. Eligibility Criteria

- 3.1 You must be 18 years of age or over to hold an Account. You will not be eligible for the Account if, under the law or regulations in your home country or country of residence, you do not have full capacity or are prohibited from entering into this Agreement.
- 3.2 In addition to condition 3.1, other eligibility criteria may apply to the Account. We will make you aware of any additional eligibility criteria when you enquire about these eligibility criteria or apply for the Regular Saver Account.

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- 3.3 We may change the eligibility criteria for the Account from time to time. If these changes are likely to affect our existing customers, we will notify you thirty (30) days' in advance of the changes coming into effect.
- 3.4 If you do not satisfy the eligibility criteria for the Account at any time, we reserve the right to refuse to convert your Regular Saver Account at the end of the Initial Term into an Account or to close your Account if already converted. We shall provide you with 30 days' notice if we close your Account.
- 4. Automatic Conversion of the Account**
- 4.1 Unless you or we have closed or have served notice to close your Regular Saver Account during the Initial Term, and subject to any other provisions of this Agreement, we will automatically convert your Regular Saver Account into an Account (or, if it is no longer available, into a similar account) at the end of the Initial Term ('Conversion').
- 4.2 Your account number and sort code will remain the same after Conversion and you can continue to make your monthly standing order if you choose.
- 4.3 Upon Conversion this Agreement alone will govern your Account.
- 5. Additional accounts**
- 5.1 Apart from the restriction on the number of Regular Saver Accounts you may hold (as set out in condition 4.1 of the Regular Saver Account terms and conditions - Part A), there is no limit on the number of additional Lloyds Bank International Instant Access Savings Accounts you may hold with us, either in your sole name or jointly with others (subject to application and approval).
- 6. Currency, initial funding and fees**
- 6.1 The Account is denominated in sterling (£).
- 6.2 The Account requires you to maintain a credit balance of at least the Minimum Balance, upon and following Conversion. Any credit balance transferred on Conversion of your Regular Saver Account into the Account will be treated as cleared funds available for you to use. If at or following Conversion the credit balance of your Account is less than the Minimum Balance, the Account requires you to make a deposit promptly into your Account of at least the Minimum Balance. We reserve the right to close your Account if at any time the credit balance is less than the Minimum Balance.
- 6.3 Please note that currency conversion charges may apply where you make a deposit in a different currency to that in which the Account is denominated. For more information on currency conversion charges please contact us via the number provided in the Bank Tariff.
- 6.4 There may also be additional charges for particular banking or other services we provide. By signing the Application Form you agree to pay those charges. For information on our current charges, please see our Bank Tariff, contact us or visit our Website. Where possible, we will try to advise you of any additional charges in advance.
- 7. Deposits and Withdrawals**
- 7.1 You may make a deposit into your Account:
- from another Lloyds Banking Group account through International PhoneBank or Internet Banking (if you are registered for these services);
 - from any other account by electronic funds transfer; or
 - by sending a personal cheque or bank draft, together with your Account details, to Lloyds Bank International Limited, PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG.
- 7.2 Deposits cannot be made in cash.
- 7.3 We are legally required to verify your identity and source of funds from time to time. By signing the Application Form you consent to us making all reasonable enquiries in relation to these requirements (which may include the disclosure of information about you to third parties in accordance with the Application Form).
- 7.4 Our legal obligations may require us to delay, cancel payment and/or freeze your funds (this means that we will not allow you or any other person to withdraw money from the Account, deposit money to the Account, or carry out any other transactions). We will not be liable for any loss to you or anyone else which arises as a result of our having to take such action. Please note that in certain circumstances we may not be permitted to tell you the reason for any such delay, cancellation or freezing of payment due to legal reasons or certain other limited circumstances beyond our control. Additionally, we may, at our sole discretion and without giving you any reason or being liable for any loss that may be occasioned thereby, refuse to act on your instructions.
- 7.5 Provided you have sufficient cleared funds in your Account, you may request withdrawals or transfers from your Account at any time to a current account held with us, another member of the Lloyds Banking Group or an account held with another bank.
- 7.6 Your withdrawal or transfer request may be made through International PhoneBank or Internet Banking (if you are registered for these services).
- 7.7 You may also instruct us to make a payment from your Account by way of bank draft. Charges apply for payment by way of bank draft. For information on our current charges please see our Bank Tariff, contact us, or visit our Website.
- 7.8 We may also charge you for making deposits, withdrawals and transfers. By making a deposit or withdrawal or instructing a transfer you agree to pay any charges which apply. For information on our current charges, please see our Bank Tariff, contact us or visit our Website.
- 7.9 Where you instruct us to make a transfer using International PhoneBank or Internet Banking, you are responsible for ensuring that correct account details are provided for the recipient. We are under no obligation to check the accuracy of these details.
- 7.10 If you suspect that an unauthorised or incorrect payment or transfer has been made from your Account you should contact us immediately. In circumstances where you do not contact us as soon as is reasonably practicable to tell us about such suspected unauthorised or incorrect payments or transfers, we will not be liable for any loss, damage, cost or expense incurred by you as a result.
- 7.11 Your Account should not become overdrawn without prior arrangements having been made with us. If we allow an overdraft to be created on your Account (for whatever reason) this does not mean that we have given our permission for your Account to be overdrawn nor that we are bound to agree to the creation of an overdraft in future. In the event of your Account becoming overdrawn in any circumstances, we may apply debit interest or charges to your Account. For information on our current rates and charges, please see our Bank Tariff, contact us or visit our Website.
- 8. Interest**
- 8.1 You will begin to earn interest on your Account from the date we receive 'cleared funds' into your Account. Interest is only paid on 'cleared funds'. 'Cleared funds' are funds that are in your Account and available for you to use.
- 8.2 Interest, at the applicable variable rate for the Account, is calculated daily on credit balances in your Account from the date we convert your Account. For information on our current interest rates, please see our Bank Tariff, contact us or visit our Website.
- 8.3 Where interest is payable, it will be paid into your Account monthly as a single payment on the first day of each calendar month (or if that is not a Working Day, then on the next Working Day), or on closure of your Account if earlier.
- 8.4 Any interest earned on your Account will be paid without deduction, unless otherwise required by law.
- 9. Changing interest rates**
- 9.1 We may change our interest rate for the Account at any time:
- to reflect a change in the underlying base rate (being the Bank of England's base rate) or a change in the rate we pay in relation to a base rate; or
 - to reflect changes in the costs we reasonably incur in providing our services in respect of your Account.
- 9.2 We may change our interest rates by publishing a notice on our website on or before the date upon which the change of interest rate comes into effect.
- 9.3 You can also find out about any interest rate changes by calling our International PhoneBank service. We will update our International PhoneBank service within three (3) Working Days of an interest rate change taking effect.
- 10. Other changes to the Agreement**
- 10.1 We can change any other terms of the Agreement, including making amendments to the fees and charges contained in the Bank Tariff (excluding interest rate changes, as outlined at condition 9).
- 10.2 Where we make a change to the Agreement which is to your disadvantage, we will provide you with personal notice at least thirty (30) days' in advance. If you do not close your Account you will be deemed to have accepted the changes.
- 10.3 We can make any other changes straight away either by telling you personally or by putting notices on our Website within thirty (30) days of the change coming into effect.

- 10.4 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.

11. Joint Account customers

- 11.1 If two or more of you are party to the Agreement, the following terms apply:
- a. Unless and until we receive written notice from one or more of you instructing us to the contrary, any of you can give us instructions (whether in person, in writing or via International PhoneBank or Internet Banking (if you are registered for these services)) independently of the others on your joint Account. This means any one of you can, for example, withdraw all or any money on the Account without the knowledge of the others, close the Account or end a service, and apply for other services which are covered by the Agreement and which are available on your joint Account. We will not normally and shall be under no obligation to make enquiries about the purpose of any payment or instruction or confirm the instructions with the other joint Account customers.
 - b. Each of you is separately responsible for complying with the terms of the Agreement. If any one of you does not comply with the terms, we can take action against any or all of you individually or together.
 - c. We may give any information about your joint Account and the payments on it to any one of you. We can act on information about you which any of you gives us.
 - d. We may address all correspondence to the first named party on the Application Form. A notice we send to one of you will count as notice to all of you.
 - e. If we open an Account for you jointly and you later wish to remove someone from the Account, add another person to the Account or authorise someone else to operate the Account, you must all apply to do so.
 - f. 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 including, but not limited to, freezing the Account until the dispute is resolved. This means that we will not allow you, any other Account holder or any other person to withdraw money from the Account or deposit money into the Account (unless we agree) or carry out any other transactions until we are satisfied that the dispute is settled. We shall not be liable to you or any other Account holder or any other person for any loss, damage, cost, expense or otherwise in such event.
 - g. When this Agreement ends (or your Account is closed) we may pay or transfer money we hold for you under the Agreement or in the Account to any one of you.
 - h. If any of you die, we will pay or hold all money held in the Account to or to the order of the remaining joint Account customers and may act on their instructions upon receipt of appropriate proof of death, unless we have received notice that you are not to be treated as joint owners.

12. Closing the Account

- 12.1 You can close your Account at any time by sending written notice to Lloyds Bank International Limited, PO Box 103, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1SS. If you close your Account, you will receive any outstanding interest upon Account closure (less, if applicable, any deduction under condition 8.4).
- 12.2 We reserve the right to close your Account:
- a. by giving you thirty (30) days' written notice before doing so; or
 - b. immediately if:
 - (1) you or someone else is, or we reasonably consider you or someone else may be:
 - (i) using, or allowing someone else to use, the Account or a service linked to the Account illegally;
 - (ii) acting fraudulently;
 - (iii) behaving improperly (for example, in a threatening or abusive manner); or
 - (2) we reasonably consider that by allowing your Account to remain open:
 - (i) we may breach a legal requirement or a court order or other authority;
 - (ii) we (or another company in the Lloyds Banking Group) may be exposed to action from any government or regulator;

- (3) you have seriously or persistently breached this Agreement in any other way; or
- (4) we, in our absolute discretion, deem it necessary for legal or regulatory reasons.

- 12.3 In the event of your death, we may need to see a grant of probate, certificate of confirmation, or grant of representation, which must be valid and binding in the place in which your Account is held, before releasing money in your Account to your personal representative and closing your Account. For Accounts held in joint names please see condition 11.1h.

13. Statements and other communications

- 13.1 We will send you a statement annually on the anniversary of account Conversion, showing transactions on your Account. You should read this statement carefully and tell us straight away if you believe that there are any incorrect entries.
- 13.2 We will send you a duplicate statement on request. There will be a reasonable charge for this which you will be notified of at the time of your request. This may be deducted from your Account.
- 13.3 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 if we need to trace you.

14. Liability

- 14.1 We will not be liable to you for direct loss unless such direct loss is caused by our breach of contract or negligence. We are not liable for indirect loss or costs (for example, loss of business, loss of opportunity, loss of profit, or any type of special or consequential loss). In addition to any other conditions where we exclude or limit our liability, we are not liable to you for losses or costs (whether direct or indirect) caused by or arising from any abnormal or unforeseeable event, such as:
- a. any failure, delay, interruption, error or problem with another system or network or transmission link or with data processing, or any mechanical breakdown of equipment or failure of power supplies, not being directly our fault; or
 - b. any period of essential maintenance, critical change, repair, alteration or failure of computer systems or networks; or
 - c. any industrial dispute or action; or
 - d. anything beyond our reasonable control or that of our agents or sub-contractors.
- 14.2 Nothing in this Agreement will exclude or restrict any duty or liability which we may have or owe to you, or which we are not allowed to limit or exclude, under any applicable law or regulation.
- 14.3 Neither the funds nor your rights in the Account may be:
- a. assigned or transferred by you to anyone else; or
 - b. given or promised by you as security for financial liability to someone else; unless we agree to this in writing.

15. Set off

- 15.1 You agree that if you fail to pay us any amount which you owe us we shall have a right (at any time and without notice to you), to combine or consolidate all or any accounts held with us in your name (including, without limitation, those in joint names) and to set off, apply or transfer any credit sums of any one or more of the accounts against any of your liabilities to us. This is called our right of 'set off' and exists in addition to any other legal rights which we may have under these terms and conditions or generally, subject to the law of the island in which your Account is held.
- 15.2 If we consider the funds in the Account are or may be subject to conflicting claims, we may in our absolute discretion take such steps as we consider necessary including, without limitation, the taking of professional advice and making an application to a court of competent jurisdiction, and we shall not be liable for complying with the order of any such court. You agree that, pending resolution of any conflicting claim, we shall have the right to refuse to pay or deliver all or any part of the funds in the Account to you and to charge you for all costs associated with taking any steps to resolve or deal with such claims or to protect our interests.

16. Other terms

- 16.1 You agree that we may assign or transfer our rights or obligations under these terms and conditions at any time upon giving you thirty (30) days' notice. Your rights under the Agreement will not be affected if we do so.

- 16.2 By entering into this Agreement, you agree that we may disclose to a prospective assignee or transferee or any other person who may propose entering into contractual relations with us in relation to this Agreement such information about you as we consider reasonably necessary and you hereby unambiguously and explicitly consent to such disclosure, subject always to the conditions set out in the Application Form.
- 16.3 If one or more parts of this Agreement become invalid or unenforceable in any way under any applicable law, this will not affect the validity of the remaining terms in any way.
- 16.4 We may refuse to accept a payment into your Account or make a payment from it if we reasonably believe that doing so might cause us (or another company in the Lloyds Banking Group) to breach a legal requirement or might expose us (or another company in the Lloyds Banking Group) to action from any government or regulator. We reserve the right to refuse to accept a payment into your Account or make a payment from it if, in our absolute discretion, we deem such refusal necessary for a legal, regulatory, security, contractual or any other reason which shall be determined by us in our sole discretion. We also reserve the right to reverse or recall any payment into or payment from your Account if we have reasonable grounds for believing such payment has been made fraudulently or illegally or otherwise in breach of this Agreement. We will not be liable for any loss, damage, cost or expense suffered by you as a result of our refusing to accept a payment into your Account or refusing to make a payment from your Account, or reversing or recalling a payment into your Account or a payment from your Account. Please note that in certain circumstances we may not be able to tell you the reason for any such refusal, reversal or recall due to legal reasons or certain other limited circumstances beyond our control.
- 16.5 We and other members of the Lloyds Banking Group may be subject to sanctions and embargoes imposed by the international community including the United Kingdom, European Union, United Nations and United States of America. We may decline to accept payment instructions and may refuse to make any payment or take any action in connection with a payment instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any other member of the Lloyds Banking Group or any of our or their employees of any sanction or embargo whether or not imposed in the United Kingdom, the Isle of Man or the Channel Islands, and we will not be liable for any loss, damage, cost or expense for any such reason. We may disclose to the relevant authorities such information in relation to any instruction or payment as may be required. For additional details on how we may use your information, please see the Application Form.
- 16.6 As stated in the Application Form, where you are or become resident in the European Union (EU) for tax purposes, your Account will be subject to exchange of information to the tax or competent authorities in the island in which your Account is held, for onward reporting to the tax or competent authorities of the EU country in which you reside for tax purposes. By signing the Application Form you expressly consent to this exchange of information taking place. You also agree to notify us promptly of any change in your residency for tax purposes.
- 16.7 This Agreement will be governed by and interpreted in accordance with the laws of the jurisdiction where the branch holding your Account is situated. Where the Account is held, or the product or service is provided by Lloyds Bank International Limited in, the Isle of Man (or in Jersey or Guernsey, as appropriate, if you are an existing customer with accounts in either island), the laws of the Isle of Man (or, where applicable, of Jersey or Guernsey, as appropriate) will apply to the Agreement and the Isle of Man (or, where applicable, the Jersey or Guernsey) courts shall have exclusive jurisdiction over any proceedings in connection with any disputes in relation to this Agreement. By signing the Application Form, you agree that any dispute may be resolved by the courts in the relevant jurisdiction.
- 16.8 Where your Account is held in Jersey, you agree that to the extent permitted by law, no statutory terms (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 shall apply to you in relation to this Agreement.
- 17.3 Lloyds Bank International Limited is a participant in the Jersey Banking Depositor Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. Eligible deposits are deposits held by private individuals and charities. Depositor protection does not extend to corporations, small to medium sized enterprises, partnership and trusts. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the Scheme and banking groups covered are available on the States of Jersey website (www.gov.je) or on request.
- 17.4 The Guernsey branch of Lloyds Bank International Limited is a participant in the Guernsey Banking Deposit Compensation Scheme (the "Guernsey Scheme"). The Guernsey Scheme offers protection for 'qualifying deposits' up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Details are available from: Website: www.dcs.gg Telephone: **+44 (0) 1481 722756** Post: P.O. Box 128, St Peter Port, GY1 3HQ. In this regard, you may be eligible for compensation under one of these schemes in relation to any banking services that we provide. Further details are available upon request.
- 17.5 Deposits held with Lloyds Bank International Limited in one jurisdiction will not benefit from any compensation scheme available in another jurisdiction.

18. Distance Marketing Directive

- 18.1 The supply of the product in this Agreement meets the provisions of The Distance Marketing of Consumer Financial Services Directive (2002/65/EC).
- 18.2 We offer savings and other financial services to our customers. This Agreement is in English. You agree that we can communicate with you in English about this Agreement once it is made.
- 18.3 Please note that we are required to advise you of the possibility that there may be other costs or taxes imposed by third parties in connection with the Account. However, we are not aware of any.

17. Complaints and Compensation

- 17.1 If you have a complaint about the Agreement or the service you are receiving from us, please follow the procedures detailed in the brochure titled 'How to Complain' which is available by applying in writing to Lloyds Bank International Limited, PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG.
- 17.2 The Isle of Man branch of Lloyds Bank International Limited is a participant in the Isle of Man Depositors' Compensation Scheme as set out in the Depositors' Compensation Scheme Regulations 2010, as amended (the "Isle of Man Scheme").

Terms and conditions – International Bonus Saver

1. Parties to the Agreement

You, the customer, and

- for non-EEA residents and residents of the UK, Lloyds Bank International Limited, or
- for EEA residents (excluding the UK), Lloyds Bank (Gibraltar) Limited of Royal Ocean Plaza, Ocean Village, Gibraltar GX11 1AA

The relationship between you and us is governed by the Agreement and any special conditions which you and we have separately agreed, unless there is any legal requirement to the contrary or particular banking practices apply.

2. Definitions

- 2.1 **'Account'**: means a Lloyds Bank International Bonus Saver Account. If you have indicated in your application for the Account that you are a non-EEA resident or a resident of the UK your Account will be opened with Lloyds Bank International Limited in the Isle of Man (or in Jersey or Guernsey, as appropriate, if you are an existing customer of ours whose principal accounts are held in either island). Your Account will be domiciled in and subject to the laws of the island in which your Account will be held, as indicated in your Application Form. If you have indicated in your application for the Account that you are an EEA resident (excluding the UK) your Account will be opened with Lloyds Bank (Gibraltar) Limited in Gibraltar. Your Account will be domiciled and subject to the laws of Gibraltar.
- 2.2 **'Agreement'**: means your agreement with us which is made up of:
- a. your Application Form;
 - b. these Terms and Conditions;
 - c. where applicable, the Payment Services Schedule;
 - d. the Bank Tariff; and
 - e. any other contractual document relating to the Account that you and we agree, from time to time, shall form part of the agreement between you and us.
- 2.3 **'Application Form'** means the application you have made to us to open your Account.
- 2.4 **'Bank Tariff'** means either the 'Your Guide to our rates and charges' booklet or the 'Interest Rates and Money Transfers: Charges Guide' for the Account in question or such other document as we introduce to replace either or all of them.
- 2.5 **'Lloyds Bank (Gibraltar) Limited'**: means Lloyds Bank (Gibraltar) Limited, a company registered and incorporated in Gibraltar (with number 99982), whose Registered Office and principal place of business is Royal Ocean Plaza, Ocean Village, Gibraltar GX11 1AA.
- 2.6 **'Lloyds Bank International Limited'**: means Lloyds Bank International Limited, a company registered and incorporated in Jersey (with number 4029), whose Registered Office and principal place of business is PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG and which carries on business in the Isle of Man at its Isle of Man branch, whose address is PO Box 8, Victory House, Prospect Hill, Douglas IM99 1AH, Isle of Man.
- 2.7 **'Payment Services Schedule'**: means the schedule annexed to these Terms & Conditions in respect of Accounts held with Lloyds Bank (Gibraltar) Limited.
- 2.8 **'We', 'us', 'our' or 'Lloyds Bank'**: means Lloyds Bank International Limited or Lloyds Bank (Gibraltar) Limited, depending on where your Account is held in accordance with these Terms and Conditions.

3. Account Opening and Initial Deposit

- 3.1 You must be 18 years of age or over to hold an Account and satisfy any customer eligibility criteria which we may apply in respect of the Account from time to time. The Account is not available to residents of the Channel Islands or the Isle of Man.
- 3.2 The Account may be in sterling (£), euro (€) or United States dollars (\$). Please note that currency conversion charges may apply where you make a deposit in a different currency to that in which the Account is held.

- 3.3 Before opening your Account, we may take up references or otherwise satisfy ourselves of your and any other applicant's identity, source of funds and eligibility as an Account holder. We can refuse to open an Account or accept a deposit without giving any reason. You must immediately inform us in writing of any changes to the information you give to us in your application for the Account if your circumstances change. We are also required to verify your identity and source of funds from time to time as notified by us. By signing the Application Form you consent to us making all reasonable enquiries in relation to these requirements (which may include the disclosure of information about you to third parties). Our legal obligations may require us to delay, cancel payment and/or freeze your funds and we accept no responsibility or liability as a result of having to take such action. In certain circumstances we may not be permitted to tell you the reason for any such delay, cancellation or freezing of payment.
- 3.4 An application for an Account must be made using a valid Application Form, which is available by calling our International PhoneBank service, through our website at lloydsbank.com/international or, if you are an existing customer of ours, from your relationship manager.
- 3.5 Your Account requires a minimum initial deposit of £5,000, €5,000 or US\$5,000 (depending on the currency in which your Account is held).
- 3.6 You may deposit a maximum, inclusive of interest, of £5,000,000, €5,000,000 or US\$5,000,000 (depending on the currency in which your Account is held) into your Account or, if you hold more than one Account in the same currency, then the total cumulative maximum, inclusive of interest, you may deposit in all Accounts held in that same currency is £5,000,000, €5,000,000 or US\$5,000,000 (as appropriate). Once the balance of your Account or the total cumulative balance of all your Accounts held in the same currency, inclusive of interest, reaches £5,000,000, €5,000,000 or US\$5,000,000 (as appropriate) you may still earn interest on your Account or Accounts (subject always to conditions 4, 5 and 8/9) but you will not be entitled to make any further deposits, unless the balance of your Account or the total cumulative balance of all Accounts held in the same currency falls below £5,000,000, €5,000,000 or US\$5,000,000 (as appropriate).
- 3.7 You can make a deposit in sterling, euros or United States dollars (depending on the currency in which your Account is held) by bank draft or by transferring money either from an account held with another bank or from certain other Lloyds Bank accounts through our International PhoneBank or our Internet Banking services (if you are registered for them).
- 3.8 A charge may be applied for transfers into your Account from an account held with a bank other than Lloyds Bank. Details of these charges can be found in our Bank Tariff.
- 3.9 Your Account will be opened from the date we allocate you an account number, even if your Account has a 'nil' balance at that time.

4. Interest

- 4.1 Subject to conditions 3, 4 and 5, your Account pays monthly interest at our standard rate and may in addition pay interest at our introductory bonus rate. The standard rate of interest and introductory bonus rate may vary from time to time depending on the balance of your Account and the currency in which your Account is held. Details of our standard rate of interest and our introductory bonus rate can be found in our Bank Tariff.
- 4.2 Interest will be calculated daily at our standard rate on the cleared credit balance of your Account and will be paid monthly on the 10th day of each following month (or if that is not a working day, then on the next working day) or on closure of your Account if earlier.
- 4.3 You can find out the current interest rates for your Account and any applicable charges by calling our International PhoneBank service or by visiting our website at lloydsbank.com/international
- 4.4 Any interest earned on your Account (including any introductory bonus payable under condition 5.1 below) will be paid subject to the deduction of all applicable taxes, if any, at the appropriate rate. Subject always to conditions 3, 4 and 5, all interest will be added to your Account unless you tell us to add it to another Lloyds Bank account held in your name with the same branch or office.

- 4.5 If the balance in your Account falls below £1, €1 or US\$1 (as appropriate), you will not receive interest (whether at our standard rate or our introductory bonus rate) on your Account. Subject to conditions 3, 4 and 5, interest will start to be paid again (on the whole balance) if the balance is restored above that limit.
- 4.6 See condition 7 below for information about withdrawals and transfers from the Account.
- 5. Introductory Bonus**
- 5.1 Subject to conditions 3 and 4 above, you will be entitled to receive interest on your Account at our introductory bonus rate (the "introductory bonus") in respect of the 12-month period (the "bonus period") immediately following Account opening (in accordance with condition 3.9 above).
- 5.2 Any introductory bonus earned on your Account will be paid at such rate as we may publicise or communicate to you either in the Bonus Tariff or otherwise in writing before or at the time of your application for the Account.
- 5.3 The introductory bonus will be calculated daily on the cleared credit balance of your Account during the bonus period and paid monthly into the Account on the 10th day of each month (or if that is not a working day, then on the next working day) together with any other accrued interest, as a single interest item. Any introductory bonus earned on your Account will be paid subject to the deduction of all applicable taxes, if any, at the appropriate rate.
- 5.4 At the end of the bonus period, no further introductory bonus will be payable on your Account.
- 6. Further Deposits**
- 6.1 Subject to the limit on deposits in condition 3.6 above, you may make further deposits into your Account at any time. You can make your further deposits in sterling, euro or United States dollars (depending on the currency in which your Account is held) and in the manner set out in condition 3.7 above.
- 6.2 Please note that currency conversion charges may apply where you make a deposit in a different currency to that in which your Account is held.
- 7. Withdrawals and transfers**
- 7.1 You may make a withdrawal or transfer money at any time to a current account held with Lloyds Bank or another bank, or request payment by way of a bank draft, if you have sufficient funds in your Account.
- 7.2 Your withdrawal or transfer request may be made through International PhoneBank or Internet Banking (if you are registered for these services). If you request payment by bank draft, our standard fee for bank drafts will apply. Full information of our standard fees is available through our International PhoneBank service and on our website.
- 7.3 Your Account should not become overdrawn without prior arrangements having been made with us, nor should the Account operate in excess of any agreed borrowing limits. By following instructions which result in your Account becoming overdrawn, we are not giving our permission for your Account to be overdrawn.
- 8. Closure of the Account – for customers of Lloyds Bank International Limited only**
- 8.1 You can close your Account at any time. Any interest earned up to Account closure (less any interest deducted in respect of applicable taxes under condition 4.4) will be applied to your Account.
- 8.2 We reserve the right to close your Account at any time. We may do this without giving you a reason but will normally give you 30 days' notice before doing so.
- 8.3 In the event of your death, we may need to see a grant of probate, certificate of confirmation, or grant of representation, which must be valid and binding in the place in which your Account is held, before releasing money in your Account to your personal representative and closing your Account. For Accounts held in joint names please see condition 14.1h.
- 9. Closure of the Account – for customers of Lloyds Bank (Gibraltar) Limited only**
- 9.1 You can close your Account at any time. You may do this by giving us at least one month's written notice in accordance with paragraph 9 of the accompanying Payments Service Schedule. Any interest earned up to Account closure (less any interest deducted in respect of applicable taxes under condition 4.4) will be applied to your Account.
- 9.2 We may close your Account at any time in accordance with paragraph 9 of the Payments Services Schedule. We may do this without giving you a reason but will normally give you at least two months' written notice before doing so. Please refer to the accompanying Payment Services Schedule for more details.
- 9.3 In the event of your death, we may need to see a grant of probate, certificate of confirmation, or grant of representation, which must be valid and binding in the place in which your Account is held, before releasing money in your Account to your personal representative and closing your Account. For Accounts held in joint names please see condition 14.1h.
- 10. Changing interest rates – for customers of Lloyds Bank International Limited only**
- 10.1 We may change our interest rates (including our introductory bonus):
- a. at any time to reflect a change in the underlying base rate or a change in the rate we pay in relation to a base rate and without prior notice to you by informing you if the change is to your advantage; or
- b. by giving you at least 30 days' notice before the change takes place if the change is to your disadvantage.
- 10.2 If we change an interest rate, we will inform or tell you in one of the following two ways:
- a. by putting notices on our website; or
- b. by letter, email, text, statement inserts or messages or in any other way which is sent to you individually.
- 10.3 You can also find out about any interest rate changes by calling our International PhoneBank service. We will update our International PhoneBank service within three working days of an interest rate change taking effect.
- 10.4 If we inform or tell you about a change in accordance with condition 10.2a, we will update our website either within three working days of an interest rate taking effect if the change is to your advantage or at least 30 days before an interest rate takes effect if the change is to your disadvantage.
- 10.5 If we tell you about a change in accordance with condition 10.2b, we may do so either at any time without prior notice to you if the change is to your advantage or at least 30 days' prior to an interest rate change taking effect if the change is to your disadvantage.
- 11. Changing interest rates – for customers of Lloyds Bank (Gibraltar) Limited only**
- 11.1 We may change our interest rates (including our introductory bonus) and inform or tell you of such change in accordance with the provisions of paragraph 6 of the accompanying Payments Service Schedule.
- 12. Other changes to the Agreement – for customers of Lloyds Bank International Limited only**
- 12.1 We can change any other terms of the Agreement.
- 12.2 We will tell you personally at least 30 days before we make a change to your disadvantage (other than an interest rate change).
- 12.3 We can make any other changes straight away by telling you personally or by putting notices on our website within the next 30 days.
- 12.4 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.
- 13. Other changes to the Agreement – for customers of Lloyds Bank (Gibraltar) Limited only**
- 13.1 We may change any other terms of the Agreement (other than an interest rate change) and notify you of such change in accordance with the provisions of paragraphs 6, 7 and/or 9 of the accompanying Payments Service Schedule.
- 14. Joint Account customers**
- 14.1 If two or more of you are party to the Agreement, the following terms apply:
- a. Unless and until we receive written notice from one or more of you instructing us to the contrary, any of you can give us instructions (whether in person, in writing or via International PhoneBank or Internet Banking (if you are registered for these services)) independently of the others on your joint Account. This means any one of you can, for example, withdraw all or any money on the Account without the knowledge of the others, close the Account or end a service, and apply for other services which are covered by the Agreement and which are available on your joint Account. We will not normally make enquiries about the purpose of any payment or instruction or confirm the instructions with the other joint Account customers.
- b. Each of you is separately responsible for complying with the terms of the 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.

- c. We may give any information about your joint Account and the payments on it to any one of you. We can act on information about you which any of you gives us.
- d. We may address all correspondence to the first named party on the Application Form. A notice we send to one of you will count as notice to all of you.
- e. If we open an Account for you jointly and you later wish to remove someone from the Account, add another person to the Account or authorise someone else to operate the Account, you must all apply to do so.
- f. 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 including, but not limited to, freezing the Account until the dispute is resolved. This means that we will not allow you, any account holder or other person to withdraw money from the Account or deposit money into the Account (unless we agree) or carry out any other transactions until we are satisfied that the dispute is settled, and we shall incur no liability to you or any other account holder or any other person for any loss, damage, cost, expense or otherwise in such event.
- g. When the Agreement ends (or your Account is closed) we may pay or transfer money we hold for you under the Agreement or in the Account to any one of you.
- h. If any of you die, we will normally pay all money held in the Account to or to the order of the remaining joint Account customers and may act on their instructions.

15. Other terms

- 15.1 If you are not happy with your Account, within 14 days of opening your Account you may close your Account and transfer your funds to another account either held with Lloyds Bank or another bank. Please note that you will earn interest at both our standard rate and our introductory bonus rate on your deposit during the 14 day period. Reasonable administrative charges may apply to the closing of your Account during this period. In order to cancel, please write to Lloyds Bank International Limited, PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG if your Account is held in the Isle of Man, or Lloyds Bank (Gibraltar) Limited, Royal Ocean Plaza, Ocean Village, Gibraltar GX11 1AA if your Account is held in Gibraltar.
- 15.2 We will send you a statement every six months showing transactions on your Account. In the case of customers of Lloyds Bank (Gibraltar) Limited we will also make a statement available to you in accordance with paragraph 7 of the accompanying Payment Services Schedule.
- 15.3 We will send you a duplicate statement on request. There will be a reasonable charge for this which you will be notified of at the time of your request. This may be deducted from your Account.
- 15.4 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 if we need to trace you.
- 15.5 We are only liable for direct loss to you, and then only if caused by our breach of contract or negligence. We are not liable for indirect loss or costs (for example, loss of business, loss of opportunity, loss of profit, or any type of special or consequential loss). In addition to the other terms and conditions where we exclude or limit liability, we are not liable for losses or costs (whether direct or indirect) caused by or arising from:
 - a. any failure, delay, interruption, error or problem with another system or network or transmission link or with data processing, or any mechanical breakdown of equipment or failure of power supplies, not being directly our fault; or
 - b. any period of essential maintenance, critical change, repair, alteration or failure of computer systems or networks; or
 - c. any industrial dispute or action; or
 - d. anything beyond our reasonable control or that of our agents or sub-contractors.
- 15.6 Nothing in these Terms and Conditions will exclude or restrict any duty or liability which we may have or owe to you, or which we are not allowed to limit or exclude, under any applicable law or regulation.
- 15.7 Neither the funds nor your rights in the Account may be:
 - a. assigned or transferred by you to anyone else; or
 - b. given or promised by you as security for financial liability to someone else; unless we agree to this in writing.
- 15.8 You agree that, in addition to any general lien or similar right which we may have, we shall have a right at any time, without notice to you, to combine or consolidate all or any accounts in your name (including, without limitation, those in joint names) and to set off or transfer any sums standing to the credit of any one or more of the accounts against any of your liabilities to us.
- 15.9 If we consider the funds in the Account are or may be subject to conflicting claims, we may in our absolute discretion take such steps as we consider necessary including, without limitation, the taking of professional advice and making an application to a court of competent jurisdiction, and we shall not be liable for complying with the order of any such court. You agree that, pending resolution of any conflicting claim, we shall have the right to refuse to pay or deliver all or any part of the funds in the Account to you and to charge you for all costs associated with taking any steps to resolve or deal with such claims or to protect our interests.
- 15.10 You agree that we may assign or transfer our rights or obligations under these Terms and Conditions at any time, upon giving you 30 days' notice. You agree that we may disclose to a prospective assignee or transferee or any other person who may propose entering into contractual relations with us in relation to the Agreement such information about you as we consider necessary and you hereby unambiguously and explicitly consent to such disclosure.
- 15.11 If one, or part of these Terms and Conditions becomes invalid or unenforceable in any way under any applicable law, this will not affect the validity of the remaining terms in any way.
- 15.12 The Agreement will be governed by and interpreted in accordance with the laws of the jurisdiction where the branch or office holding your Account is situated. Where the Account is held in, or the product or service is provided by Lloyds Bank International Limited in, the Isle of Man (or in Jersey or Guernsey, as appropriate, if you are an existing customer with accounts in either island), the laws of the Isle of Man (or, where applicable, of Jersey or Guernsey, as appropriate) will apply to the Agreement and the Isle of Man (or, where applicable, the Jersey or Guernsey) courts shall have exclusive jurisdiction over any proceedings in connection with any disputes in relation to the Agreement. Where the Account is held in Gibraltar or the product or service is provided by Lloyds Bank (Gibraltar) Limited (whether or not such product or service is provided by third parties on its behalf), the laws of Gibraltar will apply to the Agreement and the Gibraltar courts shall have exclusive jurisdiction over any proceedings in connection with any disputes in relation to the Agreement. By signing the Application Form, you agree that any dispute may be resolved by the courts in the relevant jurisdiction.
- 15.13 We may refuse to accept a payment into your Account or make a payment from it if we reasonably believe that doing so might cause us (or another company in the Lloyds Banking Group) to breach a legal requirement or might expose us (or another company in the Lloyds Banking Group) to action from any government or regulator. We reserve the right to refuse to accept a payment into your Account or make a payment from it if, in our absolute discretion, we deem such refusal necessary for legal, regulatory, security, contractual or any other reason which shall be determined by us in our sole discretion. We also reserve the right to reverse or recall any payment into or payment from your Account if we have reasonable grounds for believing such payment has been made fraudulently or illegally or otherwise in breach of this Agreement. We will not be liable for any loss, damage, cost or expense suffered by you as a result of our refusing to accept a payment into your Account or to make a payment from your Account, or reversing or recalling a payment into your Account or a payment from your Account.

16. Sanctions and embargoes

- 16.1 We and other members of the Lloyds Banking Group may be subject to sanctions and embargoes imposed by the international community including the United Kingdom, European Union, United Nations and United States of America. We may decline to accept payment instructions and may refuse to make any payment or take any action in connection with a payment instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any other member of the Lloyds Banking Group or any of our or their employees of any sanction or embargo whether or not imposed in the United Kingdom, the Isle of Man or the Channel Islands, and we will not be liable for any loss, damage, cost or expense for any such reason. We may disclose to the relevant authorities such information in relation to any instruction or payment as may be required.

17. Distance Marketing Directive

- 17.1 The supply of the product in the Agreement meets the provisions of The Distance Marketing of Consumer Financial Services Directive (2002/65/EC).

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- 17.2 We offer savings and other financial services to our customers. The Agreement is in English. You agree that we can communicate with you in English about the Agreement once it is made.
- 17.3 Please note that we are required to advise you of the possibility that there may be other costs or taxes imposed by third parties in connection with the Account. However, we are not aware of any.

18. Complaints and Compensation

- 18.1 If you have a complaint about the Agreement or the service you are receiving from us, please follow the procedures detailed in the brochure titled 'How to Complain' available by applying in writing to Lloyds Bank International Limited, PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG if your Account is held in the Isle of Man, or Lloyds Bank (Gibraltar) Limited, Royal Ocean Plaza, Ocean Village, Gibraltar GX11 1AA if your Account is held in Gibraltar. For customers of Lloyds Bank (Gibraltar) Limited, please also see paragraph 11.2 of the accompanying Payment Services Schedule.

The Isle of Man branch of Lloyds Bank International Limited is a participant in the Isle of Man Depositors' Compensation Scheme as set out in the Depositors' Compensation Scheme Regulations 2010. Lloyds Bank International Limited is a participant in the Jersey Banking Depositor Compensation Scheme (the "Jersey Scheme"). Lloyds Bank International Limited is a participant in the Jersey Banking Depositor Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. Eligible deposits are deposits held by private individuals and charities. Depositor protection does not extend to corporations, small to medium sized enterprises, partnerships and trusts. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the Scheme and banking groups covered are available on the States of Jersey website (www.gov.je) or on request.

The Guernsey branch of Lloyds Bank International Limited is a participant in the Guernsey Banking Deposit Compensation Scheme. The Scheme offers protection for 'qualifying deposits' up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Details are available from: Website: www.dcs.gg. Telephone: +44 (0) 1481 722756 Post: P.O. Box 128, St Peter Port, GY1 3HQ. Lloyds Bank (Gibraltar) Limited is a participant in the Gibraltar Deposit Guarantee Scheme established under the Gibraltar Deposit Guarantee Scheme Act 1997. Details of the Scheme are available on request. Please note that, in relation to banking services which we provide, you might not be eligible for compensation under a deposit protection guarantee scheme available in your country of residence. If in doubt, contact your local banking regulator, visit their website or seek independent advice.

Notes

- a. To ensure security for our customers and staff, and to help maintain service quality, some calls may be recorded and monitored.
- b. When Lloyds Bank transfers funds overseas by electronic transfer, it is unable to guarantee receipt of the funds by the beneficiary within a specific time frame. While every effort is made to ensure that funds are delivered within four banking days of the value date of transfer, delivery of the funds may be delayed as a result of overseas banking systems, or of complications in the routing of payments. In normal circumstances, it will not be possible to cancel a payment instruction once the funds have been transmitted overseas but at its discretion Lloyds Bank will endeavour to request a refund of the funds. If this is successful, the customer's account will be credited net of incidental expenses and with the value date on which Lloyds Bank received the funds. In the case of Lloyds Bank (Gibraltar) Limited, these Notes are subject to the provisions contained in the accompanying Payment Services Schedule.

Terms and conditions – Fixed Term and Money Market Call Account

1. Parties to the Contract

You, the customer, of the one part, and for EEA residents excluding the UK, Lloyds Bank (Gibraltar) Limited of Royal Ocean Plaza, Ocean Village, Gibraltar GX11 1AA, or for non-EEA residents, and for residents of the UK, Lloyds Bank International Limited of 25 New Street, St Helier, Jersey,

or

if you are an existing customer of Lloyds Bank International Limited, and are not resident in the EEA, excluding the UK, Lloyds Bank International Limited of 25 New Street, St Helier, Jersey, of the other part.

2. Definitions:

We/us/our/Bank: Lloyds Bank International Limited or Lloyds Bank (Gibraltar) Limited depending on where your account is held in accordance with your application as incorporating these terms and conditions.

3.
 - a. The supply of the product(s) and service(s) in this application meet the provisions of The Distance Marketing of Consumer Financial Services Directive (2002/65/EC)
 - b. This contract is in English. You agree that we can communicate with you in English about this contract once the contract is made.
 - c. Please note that we are required to advise you of the possibility that there may be other costs or taxes imposed by third parties in connection with this product/service. However, we are not aware of any.
4. Subject to any minimum or maximum balance requirements of the Bank, deposits may be held in sole or joint names, in the names of limited companies, partnerships, charities, trusts or any other legal entity subject to completion of the appropriate mandate. The Bank may accept and act on instructions provided by one of the account holders by telephone or in writing. All subsequent correspondence will be addressed to the first named party on the application form.
Cheques or bankers drafts must be made payable to the account holder(s). No cash transactions will be entered into.
5. Funds may be placed on either a fixed term or call basis. On a fixed term deposit contract the interest rate remains unchanged for the term of the contract. The term of the contract will start the day the account is opened and will run for the period selected by the account holder(s) on the application form. The interest rate on a call account may be varied at the Bank's sole discretion at any time. Any such variation will become effective immediately. The Bank reserves the right to refuse to accept funds, whether to be placed on a fixed term or call basis, which exceed the maximum deposit (if any) indicated on the application form.
6. Interest is calculated on a daily basis on cleared credit balances and is paid at maturity on most fixed term deposit contracts (or more frequently if agreed). Interest on sterling, US dollar and euro call accounts is paid monthly and on all other currencies half yearly.

7. European Union (EU) Savings Tax Directive

- a. For accounts opened with Lloyds Bank (Gibraltar) Limited in Gibraltar:
If you are resident in the European Union (EU) for tax purposes, we are required to disclose to the local tax or competent authorities in Gibraltar details of your identity, residence, account number(s) and the amount of credit interest received on all accounts you hold with us in Gibraltar (together with any additional information we may hold about you and that is required as part of a disclaimer), for onward reporting to the tax or competent authorities in the EU country in which you reside. You expressly consent to us making such disclosure from time to time and without further notice to you.
- b. For accounts opened with Lloyds Bank International Limited in the Isle of Man and/or the Channel Islands:
If you are a resident in the EU for tax purposes, by applying for one or more new accounts with us, you agree to the following:

- i. you acknowledge that all new accounts which you apply for and all existing accounts (if any) which you already hold with us in the Isle of Man and/or the Channel Islands will be subject to exchange of information, as given domestic effect in the relevant island in which your accounts are or will be held. For the avoidance of doubt, in the event that the relevant island's domestic legislation allows for either exchange of information or the withholding of tax, we only operate on the basis of exchange of information. This means that we will disclose details of your identity, residence, account number(s) and the amount of credit interest received on all new and existing accounts you hold with us (together with any additional information we may hold about you and that is required as part of a disclosure) to the relevant tax or competent authority in the Isle of Man and/or the Channel Islands; and
- ii. you expressly consent to us disclosing, from time to time and without further notice to you, your above-mentioned details to the tax or competent authorities in the island in which your account is held, for onward reporting to the tax or competent authorities of the EU country in which you reside.

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

If you are resident in the EU for tax purposes and already hold any bank accounts in the Channel Islands and/or the Isle of Man with Lloyds Bank International Limited, by applying for one or more accounts with us you consent to Lloyds Bank International Limited and Lloyds Bank (Gibraltar) Limited disclosing to their respective local tax or competent authorities details of your identity, residence, account number(s) and the amount of credit interest received on all accounts you hold with them (together with any additional information we may hold about you and that is required as part of a disclosure), for onward reporting to the tax or competent authorities in the EU country in which you reside.

Additional details can be found on our website located at international.lloydsbank.com/eustd/

8. On a fixed term deposit contract additions and withdrawals may be made at maturity only. Withdrawals made at maturity from Fixed Term Deposit Contracts must be advised before 4.00pm (UK time for accounts with Lloyds Bank International Limited and Gibraltar time for accounts with Lloyds Bank (Gibraltar) Limited) three working days before the day of maturity for all currencies other than sterling. Sterling withdrawals must be advised before 4.00pm (UK time) the working day prior to the day of maturity. In exceptional circumstances the Bank will consider requests for early repayment. In such instances, a charge will be levied for breaking the contract. On call accounts additions and withdrawals may be made on any business working day.
9. In the absence of instructions to the contrary being received:
 - i. for a fixed term deposit contract denominated in sterling, before 4.00pm (UK time) on the working day prior to the maturity date; or
 - ii. for a fixed term deposit contract denominated in any currency other than sterling, before 4.00pm (UK time for accounts with Lloyds Bank International Limited and Gibraltar time for accounts with Lloyds Bank (Gibraltar) Limited) three working days prior to the maturity date; we will
 - a. for a fixed term deposit contract where the fixed period is less than one year, re-invest the entire balance (including any interest earned and paid) in a new fixed term deposit contract for the same fixed period at the rate ruling on the day of re-investment; or
 - b. for a fixed term deposit contract where the fixed period is one year or more, pay the entire balance (including any interest earned and paid) in to the associated principal servicing account.
10. All placements of funds onto a new fixed term deposit contract are applied on a two working day basis for currencies other than sterling.
11. A confirmation is issued for each new fixed term deposit contract (including re-investments). On call accounts statements are provided half yearly.

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12. A principal servicing account, which will be a call account, must be opened for each currency in which a customer holds a current fixed term deposit contract. Only one principal servicing account is required for each currency but this must be opened in the same name as the fixed term deposit contract. All additions to and withdrawals from a fixed term deposit contract will pass through the principal servicing account. If a suitable call account is already open, the Bank will use this account as the principal servicing account and advise you accordingly. If a suitable account is not available the Bank will open a new principal servicing account for you and advise you of the new account number. A principal servicing account can be used to hold monies not intended for a maturing fixed term deposit contract. The Bank will not therefore automatically transfer monies from a principal servicing account to a maturing fixed term deposit contract. It is the responsibility of the account holder to issue the Bank with specific instructions for the movement of funds from their principal servicing account within the time limits referred to in clause 8 of these terms and conditions if adding to a maturing fixed term deposit contract. A principal servicing account must be maintained for the duration of the fixed term deposit contract.
13. The Bank reserves the right to refuse to accept a deposit, or decline to open an account or to require a depositor to close the account without giving a reason for any such decision.
14. a. The right to cancel does not apply to fixed term deposit contracts, prior to the agreed repayment date.
- b. You have the right to cancel your contract for the other product(s) and service(s) in this brochure at any time. In order to cancel the contract, please write to Lloyds Bank (Gibraltar) Limited, Royal Ocean Plaza, Ocean Village, Gibraltar GX11 1AA, or Lloyds Bank International Limited, PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG, depending on where your account is held.
- c. For all other products with a cancellation right, if you make use of the product/service before you exercise your right to cancel, we will charge you for the benefit of using the product/service that you have received up to the date of cancellation on a pro-rata basis based upon the time elapsed.
15. We may amend any of these Terms and Conditions on giving one month's written notice to you if and when it is necessary or appropriate to do so in order:
- a. to comply with legal, fiscal or regulatory requirements;
- b. to rectify errors, omissions, inaccuracies or ambiguities;
- c. to take account of any corporate reorganisation within the Lloyds Banking Group of companies; and
- d. to reflect alterations in the scope and nature of the service which we are able to provide to you under this agreement in accordance with our system's capabilities and routines and having regard to market practice and overall customer demand.
16. We will not be liable to you if we are unable to perform our obligations under these terms and conditions due (whether directly or indirectly):
- a. to the failure of any machine, data processing system or transmission link;
- b. any period of essential maintenance, critical change, repair, alteration or failure of computer systems
- c. any industrial dispute;
- d. anything outside our reasonable control or that of our agents or sub-contractors.
17. We may assign or transfer our rights or obligations under these terms and conditions at any time, without giving you notice. You may not assign or transfer your rights or obligations under these terms and conditions to any other person.
18. If you want to make a complaint about this contract or the service that you are receiving from us, please follow the procedures detailed in the brochure titled 'How to complain' available from any branch or by applying in writing to Lloyds Bank International Limited, PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG or Lloyds Bank (Gibraltar) Limited, Royal Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA depending on where your account is held.
19. Governing Law - this authority will be governed and interpreted in accordance with the laws of the legal jurisdiction where the Bank or branch of the Bank which holds the account is situated. (This will be either the law of the Isle of Man, Guernsey, Jersey or Gibraltar.) By signing the application form overleaf, you agree that any dispute may be resolved by the courts in the relevant legal jurisdiction.
20. Deposits made with the Isle of Man branch of Lloyds Bank International Limited are protected by the Depositors' Compensation Scheme contained in the Isle of Man Compensation of Depositors' Regulations 2010. Lloyds Bank (Gibraltar) Limited is a participant in the Gibraltar Deposit Guarantee Scheme established under the Gibraltar Deposit Guarantee Scheme Act 1997. Details of the Scheme are available on request. Please note that, in relation to banking services which we provide, you might not be eligible for compensation under a deposit protection guarantee scheme available in your country of residence. If in doubt, contact your local banking regulator, visit their website or seek independent advice.

Notes

- a. Whilst there is no Inheritance Tax applied in the Channel Islands, the Isle of Man or Gibraltar, it is necessary in the event of death of an account holder to obtain a Grant of Probate or Letters of Administration, except in those cases where jointly held funds are mandated to pass to the survivor(s).
- b. To ensure security for our customers and staff, and to help maintain service quality, some calls may be recorded and monitored.
- c. When the Bank transfers funds overseas by electronic transfer, it is unable to guarantee receipt of the funds by the beneficiary within a specific time frame. While every effort is made to ensure that funds are delivered within four banking days of the value date of transfer, delivery of the funds may be delayed as a result of overseas banking systems, or of complications in the routing of payments. In normal circumstances, it will not be possible to cancel a payment instruction once the funds have been transmitted overseas but at its discretion the Company will endeavour to request a refund of the funds. If this is successful, the customer's account will be credited net of incidental expenses and with the value date on which the Company received the funds.

Terms and conditions – Debit Card

1. Definitions of some words used in this agreement

'you/your': the customer or joint customers.

'we/us/our': Lloyds Bank International Limited or Lloyds Bank (Gibraltar) Limited which trade as Lloyds Bank and Lloyds Bank International.

'Card': your Lloyds Bank debit card or Cashpoint card. A Cashpoint card is a card that only enables you to withdraw cash from cash machines. A debit card is a 2 in 1 card which enables cash machine withdrawals and debits by a Retailer.

'PIN': the Personal Identification Number we give you or you choose to use with the Card.

'Account': an account in your name(s) on which you have asked for a Card to be issued, identified by the account number shown on your most recent statement or, if transferred to another branch since this was despatched, the account number we have since confirmed to you.

'Retailer': a person who agrees, by arrangement with us or the Visa International Service Association, to accept the Card as payment for goods, services or cash.

'Transaction': Cashback, Debit Transaction or Cash Machine Transaction

'Cashback': use of the Card to obtain cash from a Retailer who has agreed to accept the Card in conjunction with a purchase from that Retailer. Debit Transaction: use of the Card or the Card number to make or authorise any payment to a Retailer who has agreed to accept the Card (for example, when you use it to pay for goods or services or for Cashback).

'Planned Overdraft': is an overdraft up to an agreed limit which you arrange with us in advance so as to increase the available funds on your account.

'Unplanned Overdraft': is an overdraft where we lend you money when you would not otherwise have available funds to make a payment out of your current account and you have not made arrangements for a Planned Overdraft.

2. Your Card

- 2.1 We will give you one of the Cards described above, subject to eligibility. You may not qualify for the Card of your choice. If this is the case, we will issue you with the best Card for which you are eligible.
- 2.2 The type of Card issued to you may be reviewed at any time, at your request or otherwise, in which case we may send you a different type of Card. You agree that these Terms and Conditions, as varied from time to time, will apply to any Card issued to you now and in the future.
- 2.3 If, at any time, you do not want a Card with the features of the one we have issued to you, please let us know. We may then offer you a different type of Card or choose not to offer you a Card at all.
- 2.4 As soon as you receive the Card, please read these terms and conditions, and if you are happy with them please sign the Card. If you do not wish to be bound by these terms and conditions, please return the Card to any Lloyds Bank branch, cut in two across the magnetic stripe.
- 2.5 The Card belongs to us. If we ask for it back, you must not use it again and you must return it to a Lloyds Bank branch immediately, cut in half across the magnetic stripe.
- 2.6 Your Card is only valid for the time period printed on it. You must not use it outside that period.
- 2.7 We may cancel or suspend your use of the Card at any time and without advance notice. We will always confirm this to you in writing. Once your Card has been cancelled, the Card number cannot be used.
- 2.8 When a Card expires, or is lost or stolen, we may provide you with a new Card.
- 2.9 You must not allow anyone else to use your Card or Card number, and you must always keep your Card safe. Do not alter or deface your Card. You must always follow any instructions we give in connection with the use and safekeeping of your Card and Card number.

3. Your PIN – Personal Identification Number

- 3.1 On receipt of your PIN, you must memorise the number and then destroy the slip on which it is printed.
- 3.2 Your PIN must be kept secret. Do not let anyone else know it, or use it.
- 3.3 Never write down or record your PIN or other security information.

- 3.4 You may wish to choose your own PIN or change the one issued to you. You can do this at any Lloyds Bank cash machine and at many other cash machines across the British Isles.

4. Chip Cards

- 4.1 Any programs and data held on an integrated circuit within the Card are our private property and are accessible only to authorised users for authorised purposes. It is a criminal offence to obtain unauthorised access to any program or data in the chip, or to make any unauthorised modification to the chip's contents.

5. Retailers

- 5.1 We are not liable if any Retailer, bank, cash terminal or other machine will not accept your Card.
- 5.2 If a Retailer is responsible for refunding sums under a Transaction to you, we will only credit your Account with the amount of the refund when we have received the proper voucher or other satisfactory confirmation from the Retailer.

6. Transactions

Using your Card to withdraw cash:

- 6.1 You can use your Card and PIN to make withdrawals and payments from your Account by means of the various facilities we make available to you. For most Transactions you will be asked to sign a voucher or to key in your PIN, though telephone, mail order and Internet transactions can be completed without doing either.
- 6.2 With a Transaction in a foreign currency, we will convert it into £ sterling on the day we deduct the payment from your Account. The exchange rate we use is a combination of the rate set by Visa and a percentage adjustment made by us, set from time to time.
- 6.3 If you use the Card to draw cash from a machine operated by another bank, we may impose a charge. The bank which owns the Cash machine may charge a handling charge.
- 6.4 You may be charged for using a cash machine within the LINK network. Should a charge apply you will be notified on screen of the exact amount of that charge and who is levying it. You will be given a 'yes/no' option to proceed or cancel the transaction. If you use your card to withdraw cash while you are abroad there will be a handling charge. The purchase of foreign currency and travellers cheques is also subject to this handling charge. This charge does not apply when you purchase currency or travellers cheques at branches of Lloyds Bank.
- 6.5 Your Card and PIN can be used in some cash machines to get information about your Account.
- 6.6 When you use your Card to draw cash from a cash machine, we will debit that amount, plus any handling charge, from your Account. This applies whether or not this puts your account into overdraft or increases one you already have. Using your Card to make purchases: (If applicable)
- 6.7 Once the Card has been used for a Transaction, that transaction cannot be stopped. We will deduct the amount of any Transactions from your Account.
- 6.8 If, when you receive your bank statement, an item recorded against the Card seems to you to be incorrect, you should tell your branch as soon as possible.
- 6.9 A Retailer may contact us, or an agent acting for us, for confirmation – or 'authorisation' – that we will pay the Transaction you want to make. We have the right to refuse authorisation for any particular Transaction. If authorisation is given, that Transaction will immediately reduce the total amount that can be drawn from your Account, even though the payment has not actually been deducted from the Account by then.
- 6.10 Transactions will usually be debited from your account within three working days of your making them, though this may take longer depending on where the Transaction was made and the systems used.

7. Cash Machine Deposits

You may be able to use your Card and PIN to make deposits to your Account through Cashpoint machines with the deposit feature. You can confirm with us whether your Card enables you to do this. We will check all these Cash Machine Transactions to make sure that the amount deposited matches the amount keyed in to the cash machine.

8. Your Account

- 8.1 We provide you with your Card so that you can operate your Account more conveniently. The Card itself does not give you an automatic overdraft or any other form of credit. If you use an Unplanned Overdraft, we will be entitled, under the terms of the Account, to charge interest at the Unplanned Overdraft interest rate for your account and to debit that interest and any resulting bank charges from your Account.
- 8.2 On each banking day, you will make one payment to us equal to the total amount of all your Debit Transactions plus all Cash Machine Transactions made at machines outside the LINK network that have become due since the previous banking day.
- 8.3 You will make this payment by our debiting it from your Account. We will also debit any other amounts you owe us under this agreement.
- 8.4 We may deduct from your Account any charges payable as specified in our published tariff of charges. We may change the tariff at any time but we will send you a copy of the new tariff before any changes take effect and you can get a copy of the latest tariff from any of our branches.
- 8.5 When you use your Card at a Retailer, bank, cash terminal or other machine, the Retailer, bank or owner of the terminal or machine may levy a charge for their service, or a tax charge, in addition to those outlined in this agreement. We have no control over these charges and will not be liable for informing you of any such charge or reimbursing you for any charges taken.

9. Joint accounts only

- 9.1 We may issue a Card to any one or more of you
- 9.2 Both of you are separately responsible for keeping to its terms. If either of you does not keep to them, we can take action against either or both of you singly or together. For example, we can take action to recover any debt from either or both of you whether it resulted from use of the Card or otherwise.

10. Lost or stolen Cards

- 10.1 If your Card is lost, stolen or likely to be misused for any reason at all, or if someone else discovers the PIN, you must as soon as possible:
 - a. contact the branch which holds your Account or
 - b. phone **0800 096 9779** if you're in the UK or, if you're abroad, dial the code for the UK followed by **1702 278 270**. We may ask you to send us written confirmation within seven days.
- 10.2 You will not be liable if someone uses your Card or its details without your consent. You will be liable if someone is using your Card or its details with your authority, until you give us notice that they are not authorised. You will be liable if you are acting dishonestly.
- 10.3 You must cooperate fully with us in investigating any misuse of your Card and/or PIN and in recovering a missing Card. If we suspect that a Card has been lost or stolen or is liable to misuse, we may take whatever steps we think necessary to deal with the risks. We may also pass on any information we think appropriate to other banks, Visa outlets or anyone else who accepts the Card as a means of payment or withdrawal, or to the police or other authorities.
- 10.4 If a Card is found after you have told us it is missing, it must not be used. Please cut it in half across the magnetic stripe and return it immediately to any Lloyds Bank branch.

11. Ending this agreement

- 11.1 You (for a joint account, this means any one of you) can end this agreement at any time by writing to any Lloyds Bank branch and enclosing all Cards issued on the Account, cut in half across the magnetic stripe.
- 11.2 We may at any time:
 - a. end this agreement by writing to you, demand repayment of any borrowing on your Account (plus interest and charges), or require you to close the Account;
 - b. refuse to provide you with a renewal or replacement Card or to allow any further borrowing on an overdraft without giving you advance notice, although we will send you written confirmation.
- 11.3 After this agreement comes to an end:
 - a. we can go on deducting from your Account the amount of any Transactions authorised by you or either of you in the case of joint customers.

12. Other general terms

- 12.1 This agreement will not come into force until you use the Card for the first time. Its use by you for a Transaction is treated as acceptance of this agreement.

- 12.2 This agreement is in English. You agree that we can communicate with you in English in relation to this agreement.
- 12.3 The law applying to this agreement is that of the jurisdiction in which the branch holding your account is based, being the laws of Jersey, Guernsey or the Isle of Man.
- 12.4 We may alter any of the terms of this agreement, by giving you 30 days' written notice, if and when it is necessary or appropriate in order:
 - a. to comply with legal, fiscal or regulatory requirements;
 - b. to correct any errors, omissions, inaccuracies or ambiguities;
 - c. to take account of any corporate reorganisation within the Lloyds Banking Group of companies; or
 - d. to reflect changes in the scope and nature of the service we are able to provide to you in the light of our systems capabilities and routines, and having regard to market practice and overall customer demand.
- 12.5 We may make available to you other individual services or benefits because you hold a Card. If we do so, we will have the right to withdraw the services or benefits covered by this agreement at any time, without having to give you advance notice.
- 12.6 If we relax any term of this agreement for you, this may be just a temporary measure or a special case. We may enforce it strictly again at any time.
- 12.7 You may not transfer your legal rights under this agreement to anyone else.
- 12.8 If you want to make a complaint about this agreement or the service that you are receiving from us your first point of contact should be the person or people you usually deal with. Please ask for a copy of our leaflet 'How to complain' which will give you more details about how to take your complaint forward. If a dispute cannot be resolved by our internal complaints procedure, the courts of the place in which your account is held will have jurisdiction to hear a dispute, being Jersey, Guernsey, the Isle of Man or Gibraltar.

Payment Services Schedule for Accounts held with Lloyds Bank (Gibraltar) Limited

1. Definitions and interpretation

- 1.1 In this Payment Services Schedule, the following expressions have the following meanings.

'Account': Any account held with us at PO Box 1252, Royal Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA we tell you is a payment account and is covered by this Payment Services Schedule.

'Account Conditions': The terms and conditions governing an Account.

'Agreement': Your agreement with us which is made up of:

- your application for the Account;
- the Account Conditions;
- this Payment Services Schedule;
- the Bank Tariff;
- any other contractual document relating to the Account that you and we agree, from time to time, shall form part of the agreement between you and us.

'Bank Tariff': Either the Your guide to our rates and charges booklet or the Interest Rates & Money Transfers: Charges Guide for the Account in question or such other document as we introduce to replace either or all of them.

'European Payments Council': Conseil Européen des Paiements Association Internationale Sans But Lucratif of Avenue de Tervueren 12, B-1040 Brussels, Belgium (enterprise number 0873.268.927)

'European Payment Instruction': A Payment Instruction where the payer and the payee are both in the European Economic Area.

'National Payment Instruction': A European Payment Instruction where the payment accounts of the payer and the payee are in Gibraltar or the United Kingdom and:

- the payment is within Gibraltar and is in Sterling or Gibraltar Pounds; or
- the payment is between Gibraltar and the United Kingdom and is in Sterling.

'Payment Services Schedule': This schedule for payment services.

'Payment Instruction': Any instruction to us by you or a payee requesting the execution of a Payment Transaction.

'Payment Instrument': A personalised device, such as a debit card, or series of procedures agreed by you and us from time to time that you use to initiate a Payment Instruction.

'Payment Transaction': The placing of funds into an Account or the transfer or withdrawal of funds from an Account.

'PIN': A personal identification number.

'Rejects, Returns and Refunds': Have the meanings given to those expressions in the relevant SEPA Rulebook.

'SEPA': The Single Euro Payments Area.

'SEPA Credit Transfer': A credit transfer in Euros that is subject to the European Payments Council's SEPA Credit Transfer Scheme and more particularly described in the SEPA Credit Transfer Rulebook.

'SEPA Direct Debit': A direct debit in Euros that is subject to the European Payments Council's SEPA Core Direct Debit Scheme and more particularly described in the SEPA Direct Debit Rulebook.

'SEPA Rulebook': In the case of the European Payments Council's SEPA Credit Transfer Scheme, the European Payments Council's SEPA Credit Transfer Scheme Rulebook. In the case of the European Payments Council's SEPA Core Direct Debit Scheme, the European Payments Council's SEPA Core Direct Debit Scheme Rulebook.

'We, us and our': Lloyds Bank (Gibraltar) Limited, registered in Gibraltar number 99982 with Registered Office and principal place of business at PO Box 1252, Royal Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA and its successors and assigns.

'Working Day': Any day except a public holiday or bank holiday in the jurisdiction in which your Account is held, a Saturday, a Sunday or any day on which we are not open for business in the jurisdiction where the activity is to be carried out.

'You and your': The person who applied for the Account and who has entered into the Agreement with us and their successors and assigns.

- 1.2 References to the singular shall include the plural and vice versa.

- 1.3 Any reference to any legislation includes any rule or regulation made under it and any changes made to them.

- 1.4 A reference to any agreement or document shall be a reference to such agreement or document as updated from time to time.

2. Introduction

- 2.1 This Payment Services Schedule sets out the terms of the payment services in relation to your Account.

- 2.2 In the event that the provisions of this Payment Services Schedule are inconsistent or conflict with any other part of the Agreement, the provisions of this Payment Services Schedule shall prevail to the extent of the inconsistency or conflict.

3. About us

- 3.1 Branch where your Account is held

Your Account will be with Lloyds Bank (Gibraltar) Limited, PO Box 1252, Royal Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA. For any questions relating to this Payment Services Schedule, the Agreement or your Account, please contact us.

- 3.2 Our contact address

Our contact address for the purpose of this Payment Services Schedule is Lloyds Bank (Gibraltar) Limited, PO Box 1252, Royal Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA. Our email address is europe@lloydsbank.gi

4. Use of the payment service

- 4.1 Main characteristics of the payment service

We describe the payment services available on an Account in the Account Conditions or documents referred to in the Account Conditions or in the conditions that apply to any Payment Instrument.

- 4.2 Information to be provided for execution of Payment Instruction

In order for us to properly execute a Payment Instruction from you, you must provide us with:

- the payee's bank sort code and account number; or,
- where applicable, the payee's SWIFT number, international bank account number (IBAN) or other relevant account number, and the bank identifier code (BIC) of the payee's bank,

and such other information, if any, as we may ask you for, from time to time.

- 4.3 Spending limits on Payment Instruments

We may, from time to time, set spending limits for particular Payment Instruments used in connection with the Account. We will tell you what these limits are. This must be done in a separate document specific to the Payment Instrument concerned.

- 4.4 SEPA Credit Transfers and SEPA Direct Debits – our obligations

If we permit you to make or receive Payment Transactions into your Account using SEPA Credit Transfers or SEPA Direct Debits:

- we will comply with our obligations under the relevant SEPA Rulebook; and
- if you wish to change banks and transfer the SEPA Credit Transfer or SEPA Direct Debit arrangements you have with us to another bank or if we merge with, take over or are taken over by another bank, we will co-operate with the other bank so as to ensure that the SEPA Credit Transfer or SEPA Direct Debit can continue to operate.

- 4.5 SEPA Credit Transfer and SEPA Direct Debits – your rights and obligations

- 4.5.1 If we permit you to make or receive Payment Transactions into your Account using SEPA Credit Transfers or SEPA Direct Debits:
- you must comply with your obligations under the relevant SEPA Rulebook; and
 - You can ask us not to allow SEPA Direct Debits to be collected from your Account.

- 4.5.2 If you wish to receive payments using SEPA Direct Debits and provided we permit you to do so, you must:
- use a creditor identifier (a creditor identifier is a combination of letters and numbers that enables an individual creditor to be identified without ambiguity in SEPA);
 - use a direct debit mandate in a form which complies with the SEPA Rulebook;
 - comply with the terms of any direct debit mandate you agree with any payers;
 - collect, process and store data related to your direct debit mandates in accordance with the SEPA Rulebook;
 - notify your payer, in accordance with the SEPA Rulebook, before you initiate the collection of a payment;
 - initiate collections with us in accordance with the relevant timing requirements set out in the SEPA Rulebook;
 - perform all operational tasks allocated to creditors under the SEPA Rulebook;
 - effect, in accordance with the SEPA Rulebook, all Rejects, Returns and Refunds in relation to payments you collect through us;
 - if we ask you to do so, provide us, without delay, with information relating to payments you collect through us and the direct debit mandates you use for this purpose;
 - if we ask you to do so, provide us, without delay, with a copy of any direct debit mandate you use or intend to use in connection with the collection of a payment by SEPA Direct Debit through us;
 - comply with any guidance or instructions we give you, from time to time, in relation to risk mitigation; and
 - resolve any dispute concerning an underlying contract you have with a payer and the related payments directly with the payer as soon as reasonably practicable.
- 4.5.3 If you wish to make payments using SEPA Direct Debits and provided we permit you to do so:
- you authorise us to effect all Rejects, Returns and Refunds in relation to your Account in accordance with the SEPA Rulebook, even if your Account is closed;
 - you may ask us to seek all relevant information and a copy of the relevant direct debit mandate from the payee's bank;
 - you must comply with the terms of any direct debit mandate you agree with a payee;
 - you must claim a Refund only in accordance with the relevant timing requirements set out in the SEPA Rulebook;
 - you must resolve any dispute concerning an underlying contract you have with the payee and the related payments directly with the payee as soon as reasonably practicable; and
 - if you wish to cancel or change a SEPA direct debit, as well as telling us so that we can suspend any further payments, you must tell the payee so that they can cancel it.
- 4.5.4 If you wish to make a payment using a SEPA Credit Transfer, you must:
- provide us with sufficient information for us to make the SEPA Credit Transfer in compliance with the SEPA Rulebook; and
 - supply the required payment data accurately, consistently and completely.
- 4.5.5 You accept that the obligations on us and the payee's bank under the SEPA Direct Debit scheme are not subject to any claim or defence under the contractual or other arrangements in place between you and the payee.
- 4.5.6 You are free to obtain SEPA Credit Transfer and SEPA Direct Debit services from another bank.
- 4.5.7 Without prejudice to any other term of the Agreement, you acknowledge that paragraphs 4.5.1 to 4.5.6 shall be considered as material terms of the Agreement.
- 4.5.8 You can ask us for more details on how payments are made under the SEPA Credit Transfer and SEPA Direct Debit schemes.

5. Payment instructions from you

5.1 Payment Instructions from you and cut-off times

- 5.1.1 The cut-off times for Payment Instructions will differ depending on the type of Payment Instruction and how you send it to us. We set out the cut-off times for Payment Instructions in the following table.

Payment Instruction	Cut-off time (Gibraltar time)
Payment Instruction received in writing or through our telephone banking service	
▪ SEPA Credit Transfer (in Euros only)	2.00 p.m.
▪ TARGET 2 same day value payments (in Euros only)	1.00 p.m.
▪ Other Payment Instructions	2.00 p.m.
Payment Instruction received through our internet banking service	
▪ in Euros	
– SEPA Credit Transfer	2.00 p.m.
– TARGET 2 payments	1.00 p.m.
– SWIFT	2.00 p.m.
▪ in US dollars	2.00 p.m.
▪ any other currency	3.00 p.m.

- 5.1.2 We may change the cut-off times from time to time.

- 5.1.3 If we receive a Payment Instruction on a day which is not a Working Day or after the cut-off time for that type of Payment Instruction, we will be deemed to have received the Payment Instruction at the start of the next Working Day.

- 5.1.4 We will execute a European Payment Instruction so that the amount to be transferred reaches the payee's bank no later than the end of the Working Day set out in the following table:

(a) SEPA Direct Debit	Working Day the payee's bank notifies us is to be the day for payment
(b) European Payment Instruction which is:	
(1) a National Payment Instruction;	
(2) in Euros; or	
(3) involves only one currency conversion between the Euro and Sterling and:	
(i) the conversion is carried out in Gibraltar; and	
(ii) in the case of a cross-border Payment Transaction, the cross-border transfer takes place in Euros	
that is not a SEPA Direct Debit and we receive the European Payment Instruction from you:	
▪ electronically, on or before 31 December 2011	third Working Day after we receive your instruction
▪ electronically, on or after 1 January 2012	second Working Day after we receive your instruction
▪ in paper, on or before 31 December 2011	fourth Working Day after we receive your instruction.
▪ in paper, on or after 1 January 2012	third Working Day after we receive your instruction
(c) any other type of European Payment Instruction	fourth Working Day after we receive your instruction

- 5.1.5 If the payment is received by the payee's bank on a day on which the payee's bank is not open for business in the jurisdiction in which the payee's account is held, the payment may not reach the payee's bank account until the next day on which the payee's bank is open for business.

- 5.1.6 For reasons beyond our control, other types of Payment Instruction may take longer to reach the payee's bank than the time periods stated in paragraph 5.1.4.
- 5.2 Consent
- 5.2.1 We will not execute a Payment Transaction unless you, or your authorised representative, give your consent before the execution of the Payment Transaction. The way in which you must give your consent will depend on the Payment Instrument or procedure.
- 5.2.2 For transactions initiated by written instructions, you must give your consent by letter.
- 5.2.3 For transactions initiated by telephone, you must give your consent by telephone.
- 5.2.4 For transactions initiated using our online banking service, you must use our online banking service to give your consent
- 5.2.5 For any other Payment Instrument or procedure linked to the Account, such as by facsimile transmission, the method and form of consent as we agree with you in the Account Conditions or the conditions for the Payment Instrument from time to time.
- 5.2.6 For the avoidance of doubt, we do not accept Payment Instructions or consent to a Payment Transaction by email.
- 5.3 Receipt of Payment Instructions
- 5.3.1 Where you give us a Payment Instruction for execution on a specific day after the end of a certain period or on the day on which you have set funds at our disposal, you agree that we will be deemed to receive the Payment Instruction on the day on which you have told us you want us to execute it, even if you have sent us the Payment Instruction in advance.
- 5.4 Revocation of Payment Instruction and withdrawal of consent
- 5.4.1 For any Payment Transaction initiated by you as payer, you may not revoke the Payment Instruction after we receive it, unless otherwise specified in this paragraph 5.4.
- 5.4.2 In the case of a Payment Transaction initiated by or through a payee, you may not revoke or withdraw your consent to the Payment Instruction after transmitting the Payment Instruction or giving your consent to execute the Payment Transaction to the payee.
- 5.4.3 In the case of a direct debit, you may not revoke or withdraw your consent to the Payment Instruction after the end of the Working Day preceding the day agreed for debiting the funds from your Account.
- 5.4.4 Where execution of a Payment Instruction is agreed to take place on a specific day or on the last day of a certain period or on the day on which you have put funds at our disposal, you may not revoke or withdraw your consent to a Payment Instruction after the end of the Working Day preceding the agreed day.
- 5.4.5 You may withdraw your consent to execute a Payment Transaction, or a series of Payment Transactions, at any time but no later than the applicable time limit set out in paragraphs 5.4.2 to 5.4.4 above. You may withdraw your consent to execute a series of Payment Transactions with the effect that any future Payment Transaction is not authorised by you.
- 5.4.6 For the avoidance of doubt, we do not accept your revocation or withdrawal of consent to a Payment Instruction by email.
- 5.4.7 At any time after the time limits set out in paragraphs 5.4.2 to 5.4.4 above, you may only revoke or withdraw your consent to the Payment Instruction if the revocation or withdrawal of consent is:
- agreed by you and us; and
 - in the case of a Payment Transaction initiated by or through a payee, including in the case of a direct debit, also agreed with the payee.
- 5.4.8 Notwithstanding paragraph 5.4.7, you are entitled to request a Refund of a SEPA Direct Debit within eight weeks from the date on which the amount of the payment is debited from your Account.
- 5.4.9 We may charge you for the revocation of a Payment Instruction.
- 5.5 Our refusal of a Payment Instruction
- 5.5.1 We have the right to refuse to carry out a Payment Instruction if it is reasonable for us to do so, for example if you are in breach of the Agreement, or we (or the systems we use) reasonably suspect the Payment Instruction is fraudulent.
- 5.5.2 If we have declined any Payment Instruction, you may contact us.
- 5.5.3 If we have declined a Payment Instruction, we will tell you as soon as reasonably practicable why the Payment Instruction was declined. We will be excused from notifying you where it would be unlawful to do so or where reasonable security measures dictate.
- 5.5.4 We retain the right to refuse to execute a Payment Instruction if there are insufficient funds or headroom under a facility.
- 5.5.5 If the reason for our declining the Payment Instruction was based on incorrect or incomplete information, we will tell you what needs to be done to correct that information.
- 5.5.6 We may charge you for notifying you of our refusal or declining of a Payment Instruction, if our refusal or declining of the Payment Instruction is objectively justified.
- 5.5.7 If we have declined a Payment Instruction, it is deemed not to have been received by us.
- 5.6 Deduction of charges from amount transferred
- If you are the payee of an international payment (being a payment involving a currency exchange or a payment from one country to another), we may deduct our charge for the international payment from the money transferred before crediting it to your Account. Alternatively, we may deduct our charge as a separate item from the Account. If we deduct any charges under this paragraph, we will give you details in your bank statements (or by such other means as you and we agree you shall be notified) of the amount of the money we receive and of our charges for receiving the money.
- ## 6. Charges, interest and exchange rates
- 6.1 Details of all charges payable by you and any breakdown, details of all interest rates payable to you
- We may charge you for payment services. Our charges are set out in the Bank Tariff. These charges will be in addition to any charges in respect of your Accounts. Details of our interest rates are set out in the Bank Tariff.
- 6.2 Changes to charges and how we notify you of such changes
- We may, from time to time, change the amounts we charge you, make new or different charges and change the way that you have to pay the charges. We will, however, give you at least two months' notice before we increase a charge or introduce a charge.
- 6.3 Details of exchange rates
- 6.3.1 The exchange rates we apply to international payments will vary, from time to time. We will tell you the exchange rate we apply to a Payment Transaction in your statement or in a separate notification. You may, however, contact us to find out what the exchange rate will be before you give us a Payment Instruction.
- 6.3.2 We may change our exchange rates at any time and without notice to you. Such changes to an exchange rate will be applied immediately. Please contact us for more details relating to such changes to the exchange rate.
- 6.4 Changes to interest rates, how we notify you of such changes
- 6.4.1 Managed interest rates
- If the Account has a managed interest rate, that is, an interest rate that is not linked to an interest rate which comes from a publicly available source, we may change our interest rates.
 - If the change is to your advantage, we may make the change at any time and without prior notice to you. We will, however, inform you afterwards.
 - If a change to be made is to your disadvantage, we will tell you at least two months before the change is to take place.
- 6.4.2 Reference interest rates
- If the Account has a reference interest rate, that is, an interest rate that is linked to and tracks an interest rate which comes from a publicly available source, we may change our interest rates at any time and without notice to you. Such changes to an interest rate may be applied immediately. Please contact your relationship manager for more details relating to such changes to the interest rate.
- ## 7. Communicating with you
- 7.1 Means of communication agreed for transmission of information
- 7.1.1 For current accounts and certain types of savings accounts, we will make a statement available each month there are payments on the Account, and will provide you with a paper statement at least once a year.
- 7.1.2 You may ask us for a paper statement by telephone.
- 7.1.3 You may ask us to send you a copy of a paper statement we have already provided.

- 7.1.4 We may use communications on or with your statements to tell you about changes to this Agreement or to other agreements or services you have with us.
- 7.1.5 You are responsible for checking statements or other Account information we give you. If you tell us about any errors on your Account, or if we notice any errors, we will correct them as soon as reasonably possible.
- 7.1.6 You must give any information and help we reasonably ask for, to deal with misuse or unauthorised access to your Accounts, or in relation to any other transaction we, the police or other authorities are investigating. We may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the country in which your Account is held or (if appropriate) in other countries.
- 7.2 Notification of changes
 - 7.2.1 We will notify you of changes to this Payment Services Schedule, the Account Conditions or any other part of the Agreement by paper mailings sent to you by post or by any appropriate means.
 - 7.2.2 If we send you a notice by post, we will treat any written notice we send you as arriving four days after it is posted (if sent to an address in Gibraltar) or ten days after it is posted (if sent anywhere else).
- 7.3 Your contact details

It is important that we have your up-to-date contact details. Therefore, if you change your address, your telephone number or your email address, you must let us know as soon as possible.
- 7.4 Language of the Agreement

The language of the Agreement is English. All information we provide you and all communications between you and us shall be in English.
- 7.5 Your right to receive a copy of the Agreement and pre-contract information

If you have any queries about your Account or require a copy of the Agreement (including the Account Conditions or this Payment Services Schedule), please contact us.

8. Safeguards and corrective measures

- 8.1 Keeping the Payment Instrument safe
 - 8.1.1 You must take precautions to prevent anyone accessing or operating your Account or any debit card, PIN or password used in connection with the Account, other than those people you and we agree may access the Account.
 - 8.1.2 From time to time, we may notify you of security precautions we require you to take. You must ensure that you promptly comply with these requirements.
 - 8.1.3 You must let us know immediately if you know or believe that:
 - a. any password, PIN, card or other instrument used in connection with the Account has been, is or may be lost, stolen, misused, or known to someone else or something has been done or tried to be done to compromise its security or the security of the Account; or
 - b. any fraud has been, is being or may be committed involving the Account, and you must also take any action that we specify to prevent such unauthorised use or to deal with these security issues.
 - 8.1.4 If you tell us that your debit card has been lost or stolen or that someone else knows your PIN or other security information, we will take immediate steps to try to prevent these from being used.
- 8.2 We may stop a Payment Instrument

We shall have the right to stop a Payment Instrument on reasonable grounds relating to:

 - a. the security of the Payment Instrument;
 - b. the suspected unauthorised or fraudulent use of the Payment Instrument; or
 - c. your ability to repay any credit we have or may advance to you.
- 8.3 Your liability for unauthorised Payment Transactions
 - 8.3.1 The extent of your liability for any losses you incur in respect of an unauthorised Payment Transaction:
 - a. arising from the use of a lost or stolen Payment Instrument linked to your Account, or a misappropriation of the security features in a Payment Instrument linked to your Account; or
 - b. where you have acted fraudulently or with intent or gross negligence failed to take reasonable steps to keep safe any of the personalised security features of a Payment Instrument linked to your Account, are set out in the conditions governing the use of the relevant Payment Instrument.
 - 8.3.2 The maximum amount for which you may be liable in respect of matters described in paragraph 8.3.1 shall be subject to any limits set down by law, from time to time. As at 29 April 2010, the limit for a Payment Transaction in the European Economic Area is €150 or currency equivalent.
- 8.4 Our liability for unauthorised Payment Transactions and how to notify us of unauthorised or incorrectly executed Payment Transactions

You may be entitled to compensation for an unauthorised or incorrectly executed Payment Transaction but only if you notify us by telephone and without undue delay if you become aware of any unauthorised or incorrectly executed Payment Transaction, in any event no later than 13 months after the debit date. We shall have no further liability, including no responsibility for additional compensation, for unauthorised Payment Transactions, in particular we shall have no liability over and above the debited amount and no liability for any consequential damages. This limitation of liability shall, however, not apply to the extent you have suffered damages as a result of gross negligence or wilful default on our part.
- 8.5 Our liability for defective or non-execution of Payment Transactions
 - 8.5.1 Where you give us a European Payment Instruction in a European Economic Area currency, we are responsible to you for the correct execution of the Payment Transaction unless the payee's bank received the amount of the Payment Transaction in accordance with the applicable transaction period set out in paragraph 5.1 above.
 - 8.5.2 Where a European Payment Instruction in a European Economic Area currency is initiated by a payee (for example, a direct debit):
 - a. where you are the payer, and the Payment Instruction has been correctly transmitted to us, but we incorrectly transmit the Payment Transaction to the payee, we shall refund the amount by which the incorrectly transmitted Payment Transaction exceeds the Payment Instruction and restore your Account to the state it should have been in if the defective Payment Transaction had been correctly executed; or
 - b. where you are the payee, our responsibility is limited to correctly transmitting the Payment Instruction to the payer's bank. If we incorrectly transmit a Payment Instruction to the payer's bank, you may request that we make immediate efforts to trace the Payment Transaction and notify you of the outcome.
- 8.6 Circumstances where we will make refunds for certain transactions initiated by a payee
 - 8.6.1 Subject to the rules of the direct debit scheme through which a Payment Transaction is executed, where a Payment Transaction has been initiated by a payee, you are entitled to a refund from us of the full amount of the payment, if:
 - a. you have requested a refund from us within eight weeks from the debit date;
 - b. the authorisation did not specify the exact amount of the Payment Transaction when the authorisation was given; and
 - c. the amount of the Payment Transaction exceeded the amount that you would reasonably have expected taking into account your previous spending pattern, the Account Conditions and the circumstances of the case (the effect of currency exchange will be disregarded for this purpose if a reference exchange rate has been used).
 - 8.6.2 When you request a refund by us, we may require you to provide such information as is reasonably necessary to ascertain whether the conditions in paragraphs 8.6.1(b) and (c) were met. We will either refund the full amount of the payment transaction or provide justification for refusing to refund.
 - 8.6.3 Any refund or justification for refusing a refund must be provided within ten business days of receiving a request for a refund or of receiving any further information requested to prove paragraphs 8.6.1(b) and (c).

8.7 Force majeure

- 8.7.1 Subject to any terms implied by law, or by the rules of any regulatory body which cannot be excluded, we will not be liable in contract, tort or otherwise in any way for loss arising due to abnormal and unforeseeable circumstances beyond our control, leading to consequences which would be unavoidable despite all efforts to the contrary.

9. Changes in and termination of the agreement

9.1 Your deemed acceptance of changes to the Agreement

We may change any part of the Agreement including this Payment Services Schedule. Except where we are making a change to the Bank Tariff which we reasonably believe is to your benefit, we will notify you in writing at least two months before we make any change. You will be deemed to have accepted any such change, unless you notify us that you do not agree to it before the date any such change comes into effect. If you notify us that you do not to accept a change, your notice will be deemed to be notice of immediate termination of the Agreement without charge. Unless you close the Account (and pay us any outstanding amount on the Account) before the change comes into effect, we will close the Account on the day before the change takes effect. If you owe us any money on the Account at that time, it will become immediately due and payable to us.

9.2 Duration of the Agreement

The Agreement will continue until terminated in accordance with paragraph 9.1 above or paragraph 9.3 below.

9.3 Your and our rights to terminate the Agreement

- 9.3.1 You may terminate the Agreement by giving us at least one month's written notice. If you terminate the Agreement after it has been running for 12 months or more, we shall not charge you for the termination of the Agreement.

- 9.3.2 We may terminate the Agreement by giving you at least two months' written notice.

- 9.3.3 If you become aware of any of the following events or circumstances occurring or you believe they will occur, you must notify us immediately:

- you become unable to pay your debts, admit your inability to pay your debts or become insolvent;
- an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to you or over all or any part of your assets;
- you enter into or propose any composition or arrangement concerning your debts with your creditors (or any class of your creditors) generally;
- anything similar to any of the events or circumstances stated in (a) to (c) inclusive above occurs in respect of you in any jurisdiction outside Gibraltar;
- you breach any of the material terms of the Agreement, or the material terms of any mandate or other agreement or arrangement in place between us and you; or
- any other event occurs which might adversely affect in a material way your ability to comply with the Agreement.

- 9.3.4 If any of the events or circumstances listed in paragraph 9.3.3 has occurred or we reasonably believe has occurred or will occur, we may terminate the Agreement immediately.

10. General

10.1 Spending limits

For security purposes, we have internal controls on the maximum amount that can be taken out of your Account in certain circumstances. We will let you know if we are stopping a payment for this reason.

10.2 Sanctions and embargoes

We and other members of the Lloyds Banking Group may be subject to sanctions and embargoes imposed by the international community including the United Kingdom, European Union, United Nations and United States of America. We may decline to accept Payment Instructions and may refuse to make any payment or take any action in connection with a Payment Instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any other member of the Lloyds Banking Group or any of our or their employees of any sanction or embargo whether or not imposed in the United Kingdom or Gibraltar, and we will not be liable for any loss, damage, cost or expense for any such reason. We may disclose to the relevant authorities such information in relation to any instruction or payment as may be required.

10.3 Our regulator

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

11. Applicable law and competent courts

11.1 Applicable law and competent courts

- 11.1.1 The Agreement, including this Payment Services Schedule, and all matters arising from or connected with it are governed by the laws of Gibraltar.

- 11.1.2 The courts that will have non-exclusive jurisdiction to settle any dispute and all matters arising out of or in connection with the Agreement, including the Payment Services Schedule, shall be the courts of Gibraltar.

11.2 Complaints and redress procedures

- 11.2.1 If you have any queries about your account or require a copy of the Agreement (or any document that makes up part of the Agreement), please contact us.

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

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

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

Please go to lloydsbank.com/international

Important information

Issued by Lloyds Bank International Limited and Lloyds Bank (Gibraltar) Limited, which trade as Lloyds Bank and Lloyds Bank International.

Lloyds Bank International Limited. Registered Office and principal place of business and principal place of business: PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG. Registered in Jersey, Number 4029. Regulated by the Jersey Financial Services Commission. We abide by the Jersey Code of Practice for Consumer Lending.

The Isle of Man branch of Lloyds Bank International Limited is licensed by the Isle of Man Financial Supervision Commission and registered with the Insurance and Pensions Authority in respect of General Business. Business Address: PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ.

Lloyds Bank International Limited is a participant in the Isle of Man Depositors' Compensation Scheme as set out in the Depositors' Compensation Scheme Regulations 2010.

Lloyds Bank International Limited is a Jersey registered company that is a wholly owned subsidiary of Lloyds Bank plc. Lloyds Bank plc is incorporated in the United Kingdom, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No 119278 and is part of the Lloyds Banking Group. Lloyds

Bank International Limited places funds with Lloyds Bank plc and thus its financial standing is linked to that of the group. Depositors may wish to form their own view on the financial standing of Lloyds Bank International Limited and its parent based upon publicly available information. Lloyds Bank International Limited's latest annual financial statements are available on our website at lloydsbank.com/international.

Lloyds Bank (Gibraltar) Limited. Registered Office: Royal Ocean Plaza, Ocean Village, Gibraltar GX11 1AA. Registered in Gibraltar, No 99982. Regulated and authorised by the Gibraltar Financial Services Commission for the conduct of banking, investment and insurance mediation business. Lloyds Bank (Gibraltar) Limited is a participant in the Gibraltar Deposit Guarantee Scheme ("the Scheme") established under the Deposit Guarantee Scheme Act, 1997. Details of the Scheme are available on request.

Please note that, in relation to banking services which we provide, you might not be eligible for compensation under a deposit protection guarantee scheme available in your country of residence. If in doubt, contact your local banking regulator, visit their website or seek independent advice. Lloyds Bank (Gibraltar) Limited has registered the business name of Lloyds Bank in Gibraltar.



LLOYDS BANK

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