

Personal Banking



# Bank Account Conditions.

Applicable from November 2011.

# Bank Account Conditions.

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

## Conditions.

### Section A – Introduction to this agreement

- |                                       |   |
|---------------------------------------|---|
| 1. The services this agreement covers | 3 |
| 2. How this agreement works           | 3 |

### Section B – Contact and security

- |                               |   |
|-------------------------------|---|
| 3. Contacting each other      | 4 |
| 4. Security                   | 4 |
| 5. Statements and information | 5 |

### Section C – Banking services

- |   |    |
|---|----|
| 6. Opening and processing times and general conditions about payments | 6  |
| 7. Payments into your account (deposits)                              | 6  |
| 8. Payments out of your account (withdrawals)                         | 8  |
| 9. Interest and charges   | 12 |
| 10. Overdrafts and available funds                                    | 12 |
| 11. Benefits packages included with certain accounts                  | 13 |

### Section D – General conditions

- |  |           |
|--|-----------|
| 12. Joint customers                                    | 14        |
| 13. Authorising others to operate your accounts        | 14        |
| 14. Personal information                               | 14        |
| 15. Changes to our interest rates, fees and conditions | 16        |
| 16. General liability                                  | 18        |
| 17. Using money between accounts (set-off)             | 19        |
| 18. Ending this agreement or an account or service     | 19        |
| 19. Transferring rights and obligations                | 20        |
| 20. Not enforcing this agreement                       | 20        |
| 21. Law applying to this agreement                     | 20        |
| 22. If you have a complaint                            | 20        |
| <b>How we are regulated</b>                            | <b>21</b> |
| <b>Other information</b>                               | <b>22</b> |
| <b>Contact details</b>                                 | <b>22</b> |

## Section A – Introduction to this agreement.

### 1. The services this agreement covers.

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

#### Bank accounts.

- We offer an extensive choice of current accounts to suit a wide variety of needs. These range from an account offering basic banking services to accounts including added benefits, for example, some types of insurance.
- Money can be paid directly into a current account in cash, by cheque or by direct transfer from another account. You can take money out in many different ways, such as by cheque, card, in cash, direct transfer to another account, direct debit or standing order.
- We may agree to give you an overdraft on your current account and, as part of our overall service, we will consider requests for an Unplanned Overdraft or increased Unplanned Overdraft and tell you of our decision. Often we do grant an Unplanned Overdraft for a short period because we believe this to be an important aspect of the banking service which we offer our customers. If we always refused Unplanned Overdrafts this would in many cases lead to inconvenience for our customers. However, we do have options available for those customers who would prefer to avoid Unplanned Overdrafts. Please contact us if you would like to discuss those options.

#### Cards.

- Debit and Cashpoint® cards are covered by these general conditions. (These cards do not give you additional rights to borrow money. The terms of use for our other cards, such as credit cards and prepaid cards, are covered by separate agreements.)
- You can use debit cards to take money from your current accounts by making cash withdrawals from cash machines, getting cash back from some retailers and paying for goods and services in the UK and other countries.
- You can use Cashpoint® cards to take money from your current accounts by making cash withdrawals from cash machines.

- You may also be able to use your card at cash machines for a variety of other services such as making deposits, paying bills, transferring funds, topping up your mobile phone or making a balance enquiry. This will depend on whether the cash machine offers these services and if it is a Cashpoint® machine.

#### Telephone Banking, Internet Banking and Mobile Banking.

- You can give us instructions and access information on your accounts by phone using Telephone Banking or, once you have registered, electronically using Internet Banking.
  - Once you have registered, we can also provide Mobile Banking. Mobile Banking offers a range of Text Alerts services (where we send you text messages with information about your current accounts).
- 1.2 You may not be eligible for all of our accounts or services or all the features they have – for example, we will not give you a Planned Overdraft if you are under 18. We may also limit the number of accounts or services you can hold with us.
- 1.3 An important part of our role as your bank is to provide you with services to help you manage your finances. We do not generally provide advice, but we can use information we have about you to suggest other services we think might interest you. To find out more about how we and other Lloyds Banking Group companies use your personal information, please read condition 14.

Please ask us if you have any questions about this agreement or any other matter by visiting one of our branches, calling us or writing to us.

### 2. How this agreement works.

- 2.1 This agreement for the above bank accounts and related banking services is made up of the general conditions in this document and any “additional conditions” we give you for these accounts or services. We will tell you if these general conditions apply when you take a new product or service from us.
- 2.2 “Additional conditions” are the interest rates, charges and other terms that apply to a specific service or account that are not included in this document. These will include, for example, minimum and maximum balances; how to qualify for a particular account, service, rate or benefit; and interest rates and charges. We will give you these additional conditions separately – for example in application forms, letters, leaflets such as welcome packs, on our website, in our banking charges guide or by phone.

- 2.3 If any additional condition conflicts with any general condition in this document, the additional condition will apply.
- 2.4 General law (for example, about banking or consumer protection) applies to the accounts and services we provide you. For further information about your statutory rights please contact your local Trading Standards Department or Citizens' Advice Bureau.
- 2.5 Except where the general law cannot be changed or excluded, if any term of this agreement conflicts with the general law, then this agreement will apply.
- 2.6 This agreement only covers banking services we provide for your personal use. We have different agreements if you are a customer for the purposes of a business, club, charity or other organisation, or if you are acting as a trustee, personal representative, partner or sole trader. This agreement does not affect or change the terms (express or implied) of those agreements.
- 2.7 In this agreement, "we" are Bank of Scotland plc.
- 2.8 This agreement also refers in places to "Lloyds Banking Group". This includes us and a number of other companies using brands including Bank of Scotland, Halifax and Lloyds TSB, and their associated companies. More information on the Lloyds Banking Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com)
- 3.4 It may be unlawful for you to use Internet Banking or Mobile Banking in some countries. You must check this and take appropriate action, such as not using these services. You will be liable if you break foreign laws, and for any loss you cause us as a result.
- 3.5 We may listen into or record any phone calls with you to check we have carried out your instructions correctly, to help improve our service, check that we comply with our regulatory obligations, and to help detect or prevent fraud or other crimes.

#### 4. Security.

- 4.1 When we contact you or you contact us we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts.  
For this reason:
  - a) you must sign instructions given on paper;
  - b) when you are in a branch, we may ask you for identification; and
  - c) if you are contacting us or giving us instructions by any other method (for example by using a card, Telephone Banking, Internet Banking or by Mobile Banking) you must do so using the "Security Details" we have given to you or agreed with you personally.

"Security Details" can be processes or security procedures we ask you to follow or use, for example, a password or other information, security numbers or codes such as Personal Identification Numbers ("PINs"), to make an instruction or confirm your identity, and which may be used in combination with something we give you, such as a card with a PIN.

- 4.2 As long as we have checked your identity in one of the ways set out above, we will assume that we are dealing with you.
- 4.3 You must:
  - a) follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts;
  - b) not let anyone else use any of your cards or Security Details, not even someone sharing a joint account with you as he or she will have his or her own;
  - c) keep your cards and Security Details secure and protect cards from damage;
  - d) do all you reasonably can to make sure no one finds out your Security Details, for example by not:
    - i) choosing obvious passwords or codes (such as your date of birth) as part of your Security Details;

## Section B – Contact and security.

### 3. Contacting each other.

- 3.1 Our contact details are in the contact details section at the end of this document.
- 3.2 You can contact us and give us instructions in branch, through Telephone Banking, Internet Banking or Mobile Banking (once you have registered for them), or by using a card. Any instructions you give us are not effective until we actually receive them. You can usually use our Telephone, Internet and Mobile Banking services and Cashpoint® machines at all times but occasionally repairs, updates and routine maintenance on our systems and those of our suppliers may mean that a particular service cannot be used for a short time (usually just minutes).
- 3.3 We will contact you using the contact details you give us. 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 responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not up to date.

- ii) writing your Security Details on, or keeping them with your cards or banking documentation;
  - iii) writing down your Security Details in a way that is recognisable; or
  - iv) letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details;
- e) not let anyone else give instructions, or have access to information, on your accounts unless he or she has a separate arrangement with us to do so, or you have authorised him or her to do so under condition 13; and
- f) if there is a place for your signature, sign any card as soon as you have received it.
- 4.4 If you use Internet Banking or Mobile Banking, your computer, modem and mobile phone must meet any reasonable requirements we may set; you must carry out your own regular virus checks; and you must not change or copy any software we provide, or give it to another person.
- 4.5 We may replace your card with a different type of card available under this agreement, for example, following a review of your personal circumstances, we may replace a Cashpoint® card with a debit card (or a debit card with a Cashpoint® card). We will tell you about the features of the card when we send you the replacement card and if the replacement card would change the terms of this agreement we will give you advance personal notice of the change.
- 4.6 You must tell us as soon as you can (see the contact details section) if you:
- a) notice any errors;
  - b) find our services are not working;
  - c) think any cards or Security Details have been lost, stolen, damaged or are being misused; or
  - d) think someone may be accessing your accounts without your authority or that someone has discovered your Security Details.
- 4.7 We strongly recommend you do not email us confidential information or instructions (as they must only be given through Internet Banking) and you should not respond to emails asking for your account information, Security Details or any information about your card as we will not ask for these details by email. If you use email, it is at your own risk.
- 4.8 We will not treat you as breaking your security obligations just because you use an aggregation service we do not provide. A typical aggregation service allows you to view information about your accounts with different banks on a single website.
- 4.9 We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.
- 5. Statements and information.**
- 5.1 For current accounts, we will make a statement available each month there are payments on the account and will provide you with a paper statement regularly and at least once a year.
- 5.2 You can order a paper statement at any branch or through Telephone Banking.
- 5.3 You can ask us to send you a copy of a paper statement we have already provided but we will charge you for this.
- 5.4 If you use Internet Banking, we will provide electronic statements and you can tell us to stop sending you paper statements for all, or any, of your accounts with us which are accessible by Internet Banking. You can change your mind and tell us to start sending you paper statements again.
- 5.5 We may use messages on or with your statements to tell you about changes to this agreement or to other agreements or services you have with us.
- 5.6 You are responsible for checking statements, text messages 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.
- 5.7 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 UK or (if appropriate) abroad.
- 5.8 Your statement will set out all the payments into and out of your account and will contain other additional information we are required to provide you about those payments. For international payments, where any information is not provided you can ask us for details.

## Section C – Banking services.

### 6. Opening and processing times and general conditions about payments.

- 6.1 We process payment instructions on the working day we receive them. To do this we must receive the payment instruction before the “cut-off” time for that working day. This is explained in further detail in the condition below. In this section C the time periods we give assume we receive a payment, or your payment instruction, before the cut-off time on a working day.
- 6.2 “Working day” has a particular meaning in this agreement:
- By working day we mean Monday to Friday (other than English bank holidays). Although some payments can be made on non-working days, the processing of these payments is not completed on our systems until the next working day as explained below.
  - In all cases, how long a working day lasts will depend on the “cut-off” times for that particular method of making or receiving payments. For example, the cut-off time is different for branches, Telephone Banking and Internet Banking but is usually not before 3.30pm (UK time). If the payment instruction is not received by the cut-off time on any working day, we will treat it as being received the next working day.

You can ask us for further information about the relevant cut-off times.

- 6.3 We may refuse to accept a payment into an 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.

### 7. Payments into your account (deposits).

#### 7.1 General conditions about payments into your account.

- In this condition we explain the timing of different types of payment into your account, including:
  - when we show them in your account;
  - when we pay interest on payments (or, where relevant, use them to reduce the interest you pay), if we pay or charge interest on that account; and
  - when they are available for you to use for withdrawals or other payments out of your account.

- On some of our current accounts we offer ‘instant cheque value,’ which means we will start paying you any interest straight away for the first £1,000.00 of cheques you pay in over the counter at one of our branches before the cut-off time on a working day. For amounts over £1,000.00 or where we do not offer instant cheque value we will pay any interest at the time stated in condition 7.4.
- We may not accept a cheque for payment into your account if it is more than six months old.

#### 7.2 Cash payments into your account.

We outline below the different ways in which you can pay in cash to your account. How quickly the funds will be available for you to use and start to earn any interest on, will depend on when we receive the cash.

- Paid in at a Bank of Scotland branch counter: we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it straightaway.

The same applies if you pay cash into a branch on a non-working day, except that it will not earn any interest (or reduce the interest you pay) until the next working day.
- Paid in at a Bank of Scotland branch Depositpoint: we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it as soon as it is counted.
- Paid in at a Bank of Scotland Cashpoint®: we will show the cash in your account straightaway and it will earn any interest (or reduce the interest you pay) from that day. However, you will not be able to use the cash until it has been counted, which will be the next working day.
- Paid in at a Post Office®: we will show the cash in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it as soon as we receive it. We receive cash one working day after you paid it in at the Post Office.® So, for example if you pay cash into a Post Office® on a Monday, you will be able to use it as soon as we have received it on the Tuesday.

#### 7.3 Payments into your account (other than cash and cheque payments).

- This section covers payments that are not made by cash or cheque, such as standing orders and direct transfers from another account.
- When we receive a payment for your account in sterling, we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it straightaway.

If you make a transfer between your personal bank accounts with us on any non-working day, the amount you transfer will leave one account (A) and will be available for you to use from the other account (B) that day but will be shown as arriving in account B on the next working day. The amount will count towards any interest on account A until the date the payment is shown as arriving in account B when it will count towards any interest on account B.

#### **International payments into your account.**

- c) When we receive a payment for your account in a foreign currency, we will convert it into sterling before we pay it into your account. We will show it in your account and make it available for you to use straightaway and pay any interest on it (or use it to reduce the interest you pay) from the same day. For some currencies, we may be unable to convert the payment into sterling on the day that we receive it. If this is the case, we will convert it as soon as we are reasonably able to and will add it to your account up to two working days after we receive it.
- d) We will use our standard exchange rate for buying the relevant currency that applies on the day we receive the payment. You can find out our standard exchange rate by calling us on the number given in the contacts section at the end of this document.
- e) We may take our charges for dealing with the international payment before we add it to your account but if we do so we will tell you the full amount of the payment and the charges that applied.

#### **7.4 Cheques paid into your account.**

##### **Cheques from banks other than Bank of Scotland.**

- a) When you pay a sterling cheque from another bank in the UK, the Isle of Man, Gibraltar or Channel Islands (the "paying bank") into your personal account with us:
  - i) we will show the cheque in your account on the same day that we receive it;
  - ii) from the second working day after we receive it, we start paying any interest on the cheque (or using it to reduce the interest you pay);
  - iii) from the fourth working day after we receive it, the funds are available for you to use but the cheque may still be returned unpaid up until the sixth working day after we receive it; and
  - iv) from the end of the sixth working day after we receive it, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.

So, for example, if you pay in a non-Bank of Scotland cheque on a Monday, you will see it on your account the same day, it counts towards any interest on Wednesday, you can use the money on Friday and we cannot take the payment out of your account after the following Tuesday.

##### **Bank of Scotland cheques.**

- b) Where we are also the paying bank and the cheque is from:
  - i) a personal account, we will show it in your account, pay any interest on it (or use it to reduce the interest you pay) and allow you to use it on the same day that we receive it.
  - ii) a business account and you pay the cheque into the branch holding that account, we will show it in your account and pay any interest on it (or use it to reduce the interest you pay) on the same day that we receive it and it will be available for you to use the next working day. If you do not pay in the cheque at the branch holding the business account, we will deal with it in the same way as a cheque from a non-Bank of Scotland account.

##### **All cheques.**

- c) If the cheque is paid in at the Post Office® an extra working day has to be added to these timings.
- d) If a cheque is returned unpaid by the paying bank before the end of the sixth working day from the day it is paid in, we can take the money back out of your account, even if you have already spent it or it puts you into overdraft. If this happens, we will let you know.
- e) If you need to be sure a cheque has been paid, please ask us about our special presentation service at the time you pay in the cheque. There is a charge for this service.

#### **7.5 Foreign cheques paid into your account.**

- a) "Foreign cheques" mean cheques in a foreign currency or cheques in sterling paid out of an account at a bank abroad (in countries other than in the UK, the Isle of Man, Gibraltar or Channel Islands).
- b) If you want us to obtain payment for you of a foreign cheque, you must "endorse" the cheque by signing your name on the back. Your signature must match the way your name appears on the front of the cheque. (For example, if the cheque is payable to Mr A Smith you need to sign the cheque Mr A Smith.) If the cheque is payable to more than one person, each of you must sign the back of the cheque.

- c) If you wish to pay a foreign cheque into your account, the processing times for dealing with UK cheques do not apply and you may choose whether we “negotiate” it or “collect” it:
  - i) If we negotiate the cheque, we will buy it from you by paying you the amount of the cheque or the sterling equivalent on the working day after we receive it. We will then get payment from the paying bank.
  - ii) If we collect the cheque, we send it on your behalf to the paying bank. We may use an agent to do this. We will pay the amount of the cheque or the sterling equivalent into your account on the day we get payment from the paying bank. The time this takes will vary depending on the paying bank or its country. You can ask us for details.
- d) The exchange rate we use when converting a foreign cheque into sterling will be:
  - i) our standard exchange rate for negotiating cheques, on the day we buy the cheque from you; or
  - ii) our standard exchange rate for collecting cheques, on the day we receive the payment from the paying bank.
- e) If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or the sterling equivalent from your account. If we converted the cheque into sterling, we will change it back into the foreign currency using our standard exchange rate for the relevant currency on the day we take it from your account. We will do this even if you have already spent the money or it will put you into overdraft.
 

This normally means we take a larger amount from your account than we originally paid in. The exchange rate for the foreign currency may also have worsened between our paying the money in and taking it out.
- f) We will take our charges for dealing with foreign cheques, and any charges by the foreign bank, including any charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned, from the account you told us to pay the cheque into.
- g) Occasionally it is not possible to obtain payment of foreign cheques because of local foreign exchange or other restrictions.
- h) If we have any costs or other obligations as a result of negotiating or collecting a foreign cheque, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not attempted to negotiate or collect the cheque.

## 8. Payments out of your account (withdrawals).

### 8.1 General conditions about payments out of your account.

- a) We are entitled to assume we are dealing with you, and that you have agreed to us acting on any instructions, without getting further confirmation from you:
  - i) if you ask us to make a payment using your Security Details (for example a card and PIN at a cash machine or the passwords you have chosen for Telephone or Internet Banking) as long as any relevant security checks have been completed by us or, in the case of a card with contactless functionality, using that functionality; and
  - ii) otherwise, if you have signed a cheque or other document containing the payment instruction.
- b) When you give us a payment instruction to transfer funds to another account (other than by cheque), you must give us the sort code and account number for payments in the UK, or the equivalent information for payments outside the UK, and any other details we ask you for such as the name of the person you are sending the payments to, so we can make the payment. (If you give a payment instruction using Telephone Banking or Internet Banking or Mobile Banking, we will ask you to check and confirm your payment instruction). You are responsible for checking the details are correct. We will not be liable if your payment is delayed or sent to the wrong person because you gave us the wrong details. If a payment does go to the wrong person because you gave us the wrong details, we will use reasonable efforts to recover the payment and, if we manage to do so, we may charge you our reasonable costs.
- c) If we accept your instructions to make a payment on a future date, we will make the payment that day. If the payment falls due on a non-working day we will make the payment on the next working day.
- d) We explain when you need to tell us if you want to cancel or change a payment instruction in further detail below. If you ask us to cancel a payment instruction we may charge you our reasonable costs for trying to cancel it, whether or not we succeed.
- e) If you need to give us a payment instruction which is particularly important, you should contact us either in person (by going to a branch) or by Telephone Banking.

- f) You will not be able to give a payment instruction using a card or your Security Details if we have stopped, or suspended, your ability to use them. We can do this if we reasonably consider it necessary for reasons relating to:
- i) the security of a card or your Security Details; or
  - ii) suspected unauthorised or fraudulent use of a card or your Security Details; or
  - iii) a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.
- Unless the law prevents us from doing so or we believe it would undermine our security measures, we will try to contact you by telephone or in writing in advance to tell you that we have done this and our reason for doing so. If we are unable to tell you in advance we will tell you as soon as possible afterwards. As cards belong to us, we (or a person or other organisation acting for us, for example another bank operating a cash machine), may take or retain a card on our behalf if we stop or suspend your rights to use it. If we stop or suspend a card you must stop using it.
- g) We may refuse to carry out a payment instruction, or other transaction on your account, such as a withdrawal in one of our branches if:
- i) you do not have available funds to make the payment or you have exceeded a limit we have applied to your account or card (such as the daily limit for withdrawals from cash machines);
  - ii) the payment instruction is not clear or you have not provided us with the correct details;
  - iii) there is a legal requirement or a court or other authority that tells us to act in that way;
  - iv) the payment seems unusual compared with the way you normally use your account;
  - v) we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
  - vi) we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us); or
  - vii) any other reason set out separately in this agreement applies.
- h) We may not be able to carry out a payment instruction if the organisation you are sending the payment to is not a member of the Faster Payments scheme.
- i) For security purposes we have internal controls in relation to certain transactions or on the maximum amount that can be taken out of your account in certain circumstances which may mean we refuse to carry out a payment transaction or require you to produce additional identification. We will let you know if we are stopping a payment for this reason.
  - j) We use systems to identify payments that seem unusual and to help us prevent the misuse of your account. This may include using widely available geographical mobile phone technology when assessing the location of a proposed payment if you ask us to send funds from your account elsewhere. Where we think an unusual payment involves misuse we may investigate further, for example by calling you, or refusing to make the payment.
  - k) If we prevent you from using your account or cards or refuse, or we are unable to make a payment under this agreement, we will act in a manner we think is reasonably appropriate for the circumstances and try to reduce the inconvenience to you.
  - l) Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing, or are unable to act on your payment instruction. We will do this at the earliest opportunity. If you are using a card to make a payment or withdrawal from a cash machine, the retailer or organisation which owns the cash machine will tell you that the payment has been refused.
  - m) You can also contact us to find out (unless the law prevents us from telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.
  - n) We are not liable if a retailer or another organisation (or its cash machine) does not accept your card or card number.
  - o) We are not liable for failing to make a payment if the organisation you are sending the payment to is not a member of the Faster Payments scheme.

## 8.2 Payments (other than payments by card and cheque).

- a) If you ask us to make an immediate payment or a future dated payment (including a standing order to an account at another bank in the UK), the following applies:
  - i) We will use the Faster Payments scheme if it is available and the organisation you are sending a payment to is a member of the scheme;
    - 1) An immediate payment can be made using the scheme 24 hours a day, seven days a week. We will take the payment from your account straightaway and the payment will normally reach the receiving account within two hours.
    - 2) Standing orders and future dated payments can be made using the scheme on working days only and the payment will reach the other bank the same day we send it.
  - ii) If we cannot make the payment using the Faster Payments scheme you can contact us to ask if there is any other method available to make payment.

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

### International payments.

- b) If you ask us to make a payment to a person with an account at a bank in the EEA, other than the UK, and the payment is in euro, the payment will reach the other bank no later than the next working day after we received the payment instruction. For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than four working days after we received your payment instruction. The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.
- c) If you ask us to make a payment to a person in another currency or with an account at a bank outside the EEA, you can ask us for details about how long the payment will take to arrive. We will not be able to control exactly when the payment will be received by the foreign bank. This will depend on the banking practice of that country.
- d) We will use our standard exchange rate for selling the relevant currency on the day we make the payment unless we tell you a different rate applies when you ask us to make the payment. If you make a sterling payment, we cannot control the exchange rate applied by the foreign bank. You can find out the current exchange rate by calling us on the number set out at the end of this document.

- e) When you ask us to make an international payment, we will also tell you about any charges that may apply.
- f) We have to send an international payment through the banking system in the foreign country and we may need to appoint an agent in that country to do it for us.
- g) Where we properly incur any costs or other obligations when acting for you in making an international payment, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not acted for you.

### Direct debits.

- h) If you give a business or other organisation (in the UK or EEA) authority to collect payments from your account on a regular basis, they will normally tell you at least 10 working days before changing the payment dates or amount of money they ask us to pay from your account, unless you agree otherwise.
- i) We allow direct debit payments to be collected from your account on the date specified in the direct debit instruction.
- j) If you think there has been an incorrect direct debit payment you should tell us immediately so that we can arrange a full and immediate refund – even if the original error was made by the business or organisation who set it up. You should also contact them to let them know what you have done and why.
- k) If you have a dispute about a direct debit payment that has been collected from your account, you will need to resolve the dispute with the business or organisation directly. You cannot use any claim or defence you may have against them as the basis of a claim or defence against us. This does not affect your right to a refund as set out above.

### Cancelling or changing a payment.

- l) If you ask us to make a payment immediately, we cannot change or cancel the payment instruction because we start processing it when we receive it. You can cancel a standing order and any other payment which you asked us to make on a future date as long as you tell us by the end of the last working day before the payment is due to be made.
- m) If you wish to cancel or change a direct debit, as well as telling us so that we can suspend any further payments, you must tell the business or organisation so that they can cancel the direct debit.

### 8.3 Card payments.

- a) If you use your card to withdraw cash or to make a payment, we will take the amount withdrawn, or paid, from your account on the working day we receive details of the withdrawal or payment.
- b) If you use your card for a cash withdrawal or to make a payment in a currency other than sterling, we will convert the amount withdrawn, or paid, into sterling on the day it is processed by the international payment organisation (for example, Visa or MasterCard) whose name or marks appear on the card. The exchange rate we use is the rate set by the international payment organisation and a percentage added by us. This percentage and other charges that apply are set out in our banking charges guide. You can find out the current exchange rate by calling us on the number set out at the end of this document.
- c) However, if you use your card to withdraw euro from a cash machine in the UK, you will be dealing with the bank operating the machine (rather than us) for the conversion into euro. That bank will set the exchange rate and may charge you for the conversion.
- d) We cannot cancel a payment made using a card once you have given your consent to make the payment to a retailer. You will need to contact the retailer separately. This includes payments made on a regular basis from your card account, such as magazine subscriptions. You will also need to tell the retailer if your account is closed or your card number changes otherwise they may not be able to collect your payments.
- e) If a retailer agrees to give a refund for a purchase made using a card payment, we will make the refund when we receive details of it from the retailer.

### 8.4 Refunds for payments.

- a) We will refund the amount of a payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, if:
  - i) you asked us to make the payment to an account at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instruction you gave us or we can show that the payment was received by the other person's bank (in this case, that bank is required by law to make the payment immediately to that person); or
  - ii) you tell us about a payment made from your account which was not authorised and for which you are not otherwise liable (condition 16 has more information on liability).

However, we will not refund the payment if you tell us the payment was not made properly or was unauthorised more than 13 months after it was made. If the payment was collected by direct debit, the refund provisions in condition 8.2(k) will also apply.

- b) Where you have used your card to make a payment, you can ask us to refund the payment if the following conditions are satisfied:
  - i) the payment was made to a retailer in the EEA;
  - ii) the authorisation you gave did not specify the exact amount to be paid;
  - iii) the amount that has been requested was more than you could reasonably have expected to pay based on the circumstances, including your previous spending patterns; and
  - iv) you request a refund within eight weeks of the date the payment was made from your account.

We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to the refund. In addition, you may also find it helpful to contact the person you paid using the card. Within 10 working days of receiving your request (or of receiving any further information we have asked for), we will either refund the payment or we will inform you of our reasons for refusing the refund.

If you query the payment more than eight weeks after it was taken from your account or the payment was made to a retailer outside the EEA, we are not obliged to make a refund ourselves but we will tell you if we can help or suggest other steps you could take.

### 8.5 Cheque payments.

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

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

## 9. Interest and charges.

- 9.1 We give you details of our current interest rates (where applicable), charges (such as monthly account fees, charges for certain card payments, and overdraft charges) and charging dates (such as billing periods) in our banking charges and interest rate guides or other additional conditions. You can also find them out by contacting us (see the contact details section) and on our website. We may change our interest rates, charges and charging dates under condition 15.
- 9.2 We will calculate any interest we pay or charge on a daily basis (unless we have told you otherwise). We do not pay interest on amounts of less than £1.
- 9.3 The additional conditions will tell you when we pay interest, if any, on your account. This is usually monthly, three monthly, six monthly or yearly. If the day interest is due to be paid on an account is not a working day, we will pay interest up to, and on, the next working day. We will pay interest by crediting it to your account. We pay compound interest once interest is credited to your account as it becomes part of the account balance and counts towards the amount we pay interest on.
- 9.4 Where we add interest to your account, we pay it "net" (taking off income tax at the standard rate) unless we are allowed to pay you gross interest (without taking off tax). For example, we can do this if you (or all of you on a joint account) give us a completed Form R85 (or any replacement form). You can get the form from our branches or from HM Revenue & Customs. Higher rate tax payers may have to pay additional tax themselves.
- 9.5 We will charge you any interest at the end of every monthly billing period unless we tell you otherwise in the additional conditions for your account. We may also charge compound interest.
- 9.6 We may take any interest and charges you owe us from the same account, or from your other accounts as allowed under condition 17. We will tell you personally about overdraft charges and interest you have to pay at least 14 days before we take them from your account.

## 10. Overdrafts and available funds.

- 10.1 An "overdraft" is where we lend you money when you would not otherwise have available funds to make a payment out of your current account. The "available funds" is the amount you can use to make payments out of your account each day. This will be:
  - a) the amount of credit balance that is available for you to use on your account plus the amount of any Planned Overdraft (the overdraft limit); less
  - b) the amount of card payments we have authorised but not yet taken from your account.
- 10.2 When working out your available funds we do not include any regular or other payments that we are aware may be paid into your account.
- 10.3 Overdrafts are always repayable "on demand." This means that we can ask you to repay all or part of your overdraft (and any interest or charges) at any time, even if we have agreed a period for the overdraft with you. We can also reduce your overdraft limit at any time. If we demand repayment or reduce your limit, this will usually be due to a change or anticipated change in your personal circumstances. If we can reasonably do so without prejudicing our interests, including our regulatory position, we will give you at least 30 days notice before making the change.
- 10.4 We offer an overdraft "buffer" for customers whose account goes into an overdraft by only a small amount. We do not charge interest or fees on overdrafts within this buffer but if you exceed the buffer, we will charge interest on the whole amount, including the amount of the buffer. Details of the buffer are set out in our banking charges guide. If you use an overdraft to borrow money over the buffer, you will have to pay a monthly overdraft usage fee for the overdraft. This fee applies to both a Planned Overdraft and an Unplanned Overdraft and is detailed in our banking charges guide. The other charges and the amount of interest you have to pay for an overdraft depends on whether it is a Planned Overdraft or an Unplanned Overdraft and also depends on what current account you have.
- 10.5 A "Planned Overdraft" is an overdraft up to a limit that we agree, taking into account your personal circumstances, and which you arrange with us in advance so as to increase the available funds in your account. We will provide you with the terms of any Planned Overdraft, including how long the Planned Overdraft will apply. If we do not specify a period, then your Planned Overdraft will continue indefinitely until ended by either of us. We will carry out a review of your Planned Overdraft at least once every 12 months.

- 10.6 If you try to make a payment out of your account (for example, by card, direct debit or cheque) for which you do not have available funds, we will treat this as a request for an "Unplanned Overdraft," or for an increase in your Unplanned Overdraft if you already have one. If your account becomes overdrawn (or goes over a limit we have agreed for a Planned Overdraft) because a payment into the account has been returned unpaid by the paying bank, or because we have added charges, we will also treat this as a request for an Unplanned Overdraft, or for an increase in your Unplanned Overdraft if you already have one. In each case, we will consider whether we agree to your request taking into account your personal circumstances. We will not be liable to you if we do not agree to give you an Unplanned Overdraft or increased Unplanned Overdraft.
- 10.7 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, but we will ignore any Unplanned Overdrafts which are repaid by the end of that day when our accounting systems are updated (this is not usually before 8pm) or any overdrafts that are within the buffer amount described above. We only provide Unplanned Overdrafts for a limited period and we 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). Details of the charges that apply to Unplanned Overdrafts are set out in our banking charges guide.
- 10.8 Where you do not have available funds to make a payment and we do not agree to your request for an Unplanned Overdraft or increased Unplanned Overdraft, you will not be able to make that payment (and we will tell you we have declined your request). The charges that apply are set out in our banking charges guide but we will not charge you for small payments that we decline that are less than the amount set out in the banking charges guide.
- 11. Benefits packages included with certain accounts.**
- 11.1 We may offer different benefits packages (covering various insurance or other benefits) with different types of bank accounts covered by this agreement. We will tell you the benefits packages which are available to you when you apply for an account. These benefits may be provided by selected third party suppliers. Further details of those suppliers and the conditions for the benefits packages (including charges for the account and any cancellation rights) are set out in the relevant additional conditions.
- 11.2 If insurance is included with your account, any money we receive from you or from the insurer in relation to such insurance will be held by us in our capacity as a bank authorised by the FSA and not on trust for you (or as your agent if in Scotland). Such money will not be held in accordance with the FSA's client money rules and once paid into your account is treated like any other funds held in your account. We hold any insurance premiums we collect on behalf of the insurer.

## Section D – General conditions.

### 12. Joint customers.

- 12.1 If two or more of you are party to this agreement, the following terms apply:
- a) Any one of you can give us instructions independently of the others on your joint accounts. This means any one of you can, for example, withdraw all or any money on an account without the knowledge of the others, close an account or end a service, ask for statements to be given electronically alone or by paper too, and apply for overdrafts, cards and other services or different accounts with benefits packages which are covered by this agreement and which are available on your joint accounts. We will not normally make enquiries about the purpose of any payment instruction or other instruction or confirm the instructions with the other joint customers.
  - b) Any one of you can replace an account or service with another account or service covered by these general conditions on behalf of all of you.
  - c) Just as any one of you can withdraw money from a joint account, we can use money in your joint account to pay what one of you owes us on an account in a sole name under condition 17.
  - d) Each of you is separately responsible for complying with the terms of this agreement. If any one of you does not comply with the terms, we can take action against any or all of you alone or together. For example, we can take action to recover the whole of any joint account debt from any one or more of you, even if you did not know about the debt.
  - e) We may give any information about your joint account and the payments on it to any one of you, although you can ask us to send you separate current account statements if you live at different addresses. We can act on information about you which any of you gives us.
  - f) If one of you asks us to set up a Planned Overdraft on the account, we can provide that person with pre-contractual information but do not need to provide it to all of you.
  - g) A notice we send to one of you will count as notice to all of you.
  - h) If we open an account for you jointly and you later wish to take someone off, add another person to the account or authorise someone else to operate the account, you must all apply to do so.
  - i) If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account individually until the dispute is ended.

- j) When this agreement ends (or your account is closed) we may pay or transfer money we hold for you under this agreement (or in the account) to any one of you.
- k) If any of you die, we can, but are not bound to, continue to act on the instructions of the remaining joint customers in relation to any joint accounts held by you, including allowing them to withdraw any or all money from the accounts and provide instructions relating to any services or benefits associated with the accounts.

### 13. Authorising others to operate your accounts.

- 13.1 You may authorise someone else to operate your account by signing a third party mandate or a power of attorney. For powers of attorney, we will need to see the signed document. In some cases we need to see the original signed document although for some powers of attorney we may be able to accept a copy certified by someone we reasonably think appropriate, such as a solicitor.
- 13.2 In certain circumstances, the law may require us to allow someone else to operate your account (for example, if you become incapable or bankrupt, or in the event of your death), and any third party mandates or powers of attorney you have given may become ineffective.
- 13.3 For security reasons, we may not allow a person who is operating your account for you access to some services. Where we do make these services available, that person may use your Security Details and we will not treat you as breaking your security obligations because they know your Security Details.
- 13.4 We will not be responsible for an act (or failure to act) of anyone you or the law authorise to operate your account, if we did not know or suspect he or she was acting dishonestly towards you.

### 14. Personal information.

#### Personal information that we collect.

- 14.1 Your "personal information" is the information about you that Lloyds Banking Group companies get from you and others in various ways, including for example:
- a) in applications, emails and letters, during telephone calls and conversations in branch, when registering for services, in customer surveys, when you participate in competitions and promotions, through Lloyds Banking Group company websites and during financial reviews and interviews;
  - b) from analysis (for example, the amount, frequency, location, origin and recipient) of your payments and other transactions, and your use of services involving other Lloyds Banking Group companies and what they know from operating your accounts; and

- c) information Lloyds Banking Group companies receive from each other and from other organisations such as credit reference agencies and fraud prevention agencies.

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

#### **How Lloyds Banking Group companies use your personal information.**

- 14.3 Lloyds Banking Group companies may store and use your personal information for:
- a) providing you with products and services and notifying you about either important changes or developments to the features and operation of those products and services;
  - b) updating, consolidating and improving the accuracy of our records;
  - c) crime detection, prevention and prosecution;
  - d) responding to your inquiries and complaints;
  - e) administering offers, competitions and promotions;
  - f) evaluating the effectiveness of marketing and for market research, training, statistical analysis and customer modelling with the aim of improving services;
  - g) assessing lending and insurance risks across the Lloyds Banking Group;
  - h) identifying products and services which we believe may be of interest to you;
  - i) managing your relationship with Lloyds Banking Group companies, and in the other ways described below.

Lloyds Banking Group companies may, from time to time, provide further details about how your personal information may be used.

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

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

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

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

14.7 Lloyds Banking Group companies may use automated decision making systems when assessing your application, managing your borrowing and to detect fraud or money laundering.

#### **Credit reference agencies and fraud prevention agencies.**

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

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

14.9 Lloyds Banking Group companies, CRAs and other organisations may also use CRA records about you and those financially linked to you to:

- a) check your credit history;
- b) verify your identity if you, or someone financially linked with you, applies for services;
- c) trace your whereabouts; and
- d) undertake research, statistical analysis and systems testing.

14.10 You will be financially linked by CRAs to any other names you use or have used, and any joint applicants. This means joint applicants' financial affairs may be treated as affecting each other, and will be revealed whenever CRAs are searched, until one of you successfully files a "disassociation" with the CRAs.

14.11 If a Lloyds Banking Group company needs to make a credit decision when you apply for a service or to review the amount of credit it provides under an existing agreement, such as an overdraft, it will carry out a CRA search. The CRA will record the searches, even if an application does not go ahead or is unsuccessful. This may affect your ability to borrow from other lenders within a short period. Lloyds Banking Group companies may also tell CRAs how you run your relationship with them (such as whether or not you pay anything you owe on time), which may also affect your ability to borrow from other lenders.

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

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

#### **Transferring information abroad.**

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

14.15 Lloyds Banking Group companies may process payments through other organisations such as banks and the worldwide payments system operated by SWIFT if, for example, you make a CHAPS payment or a foreign payment. Those organisations may process and store

your personal information abroad and may have to disclose it to foreign authorities (including those outside the EEA, in which case your personal information may not be protected to standards similar to those in the UK), for example to help them in their fight against crime and terrorism.

#### **Accessing and updating your personal information.**

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

#### **15. Changes to our interest rates, fees and conditions.**

##### **The changes we can make.**

- 15.1 We can only make changes to these conditions, the special conditions and additional conditions as set out in this condition 15.
- 15.2 Where we refer to "changes" in this condition we mean changes we know will happen, changes which have already taken place and changes we reasonably believe will happen provided that it would be fair for us to make the change for this reason (for example, because of a forthcoming regulatory change).
- 15.3 Where we make a change for any valid reason, we will do so in a reasonable and proportionate manner.
- 15.4 We can change a reference exchange rate automatically at any time. A reference exchange rate is a rate for converting one currency to another that comes from a publicly available source, such as a rate set by a card scheme, or is our standard exchange rate that we refer to in conditions 7.3 (d) and 8.2 (e).

##### **Changes to interest rates.**

- 15.5 If you have an account that pays interest at a variable rate which is linked to a "reference rate" (which we call a "tracker account"), the additional conditions for your account will explain how the interest rates automatically track any changes in the reference rate. (A "reference rate" is a rate which is not set by us but is publicly available so that you can find out what it is and check it independently. The Bank of England bank rate is an example of a reference interest rate.)

- 15.6 For accounts other than tracker accounts, we can change interest rates as provided in this condition 15 to respond proportionately to a change or changes in:
- Bank of England bank rate;
  - any money market rate we use to determine the rates we can offer our retail bank account customers; or
  - the costs to us of offering retail bank accounts to our customers; or
  - if relevant to our interest rates "regulatory requirements". (A "regulatory requirement" is any law, regulation, code or industry guidance that applies to us including a requirement of a court, ombudsman or similar body or an undertaking given to a regulator.)
- 15.7 For accounts other than tracker accounts, we can also change interest rates as provided in this condition 15 if it is reasonable to make the change:
- because of changes in the rates of interest which banks and other organisations offering similar services pay to customers with similar products; or
  - because:
    - we are going to take over, take control of or acquire the business of another bank or organisation offering similar services;
    - we are going to be taken over or our business is acquired by another bank or organisation offering similar services; or
    - any of those things has happened; and the change will make sure that our customers and the customers of the other bank or organisation are treated in a similar way if they are in similar categories.
- 15.8 We can also change the interest rate for accounts other than tracker accounts under conditions 15.19 or 15.20.
- 15.9 We can make the following changes to your interest rate without giving you notice in advance either:
- where the change is favourable to you; or
  - where you have a tracker account and the change is to track any changes in the reference rate in line with the conditions for your account.
- If we make a change to the managed rate you pay on an overdraft, which is not to your advantage, or to the other additional conditions of an overdraft, we will give you at least 30 days notice of any change.
- 15.10 Except where condition 15.9 applies, we will give you written notice of any changes made under conditions 15.6 to 15.8 at least two months in advance. If you do not agree to the change you can close your account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately.

### Changes to conditions.

- 15.11 We can change these conditions, the special conditions and additional conditions:
- to respond proportionately to changes in regulatory requirements; and
  - to make improvements which are of benefit to you.
- 15.12 We can also change these conditions, the special conditions and additional conditions if it is reasonable to make the change:
- because of changes in the general deposit-taking practice of banks and other organisations offering similar services including the terms on which they offer similar products or services;
  - because of changes in the services and facilities on your account (including changes due to developments in the technology we use, or for reasons outside our control);
  - because:
    - we are going to take over, take control of or acquire the business of another bank or organisation offering similar services and facilities;
    - we are going to be taken over or our business is acquired by another bank or organisation offering similar services; or
    - any of those things has happened; and the change will make sure that our customers and the customers of the other bank or organisation are treated in a similar way if they are in similar categories.
  - because the service is provided for us by a third party and for good commercial reasons we decide to use another third party or the third party who provides the service no longer does so; or
  - to reflect changes in technology or security design.
- 15.13 We can also change the conditions, the special conditions and additional conditions for all accounts under condition 15.20.
- 15.14 We will give you written notice of changes we make under conditions 15.11 to 15.13 at least two months in advance, unless the change is to:
- the conditions of a benefits package included with an account;
  - the benefits in the package;
  - the providers of the benefits;
  - the withdrawal of a benefits package from an account
- in which case we will give you at least 30 days notice of any change. If you do not agree to the change you can close your account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately.

### **Changes to fees.**

- 15.15 We can change the amounts we charge you, charge new or different fees, and change the way you have to pay fees because the change will be of benefit to you or to respond proportionately to changes in:
- a) the costs of providing the service or facilities available on your account, including any changes caused by inflation; or
  - b) regulatory requirements.
- 15.16 We can also change the fees for the normal running of your account under conditions 15.19 or 15.20.
- 15.17 We will give you written notice of changes we make under conditions 15.15 or 15.16 at least two months in advance. If you do not agree to the change you can close your account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately.
- 15.18 We may offer special services on your account. We will notify you of the fees for these services at the time you ask to use them. We are free to change these fees at any time, and do not need to tell you of the change.

### **Changes for reasons not set out in these conditions.**

- 15.19 We can also change the interest rate or fees we charge you, or introduce new or different fees for any valid reason not specified in this condition 15, as long as you are free to end the agreement without charge or, if there would be a charge, if we agree to waive it.
- 15.20 We can make any changes to these conditions, the special conditions and additional conditions (including the interest rate, the margin on a tracker product or the fees we charge you, or the introduction of new or different fees) for any other reason as long as you are free to end the agreement without charge or, if there would be a charge, if we agree to waive it.

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

- 15.21 You can ask us at any time to change you to an account with a different benefits package (if you are eligible for it) or to change your account to a standard account without a benefits package. We may change the account fees you pay.
- 15.22 If you do not pay your regular account fees (or use an Unplanned Overdraft to do so) twice in a row or you stop being eligible for your existing account in any other way, we may change you to an account with a different benefits package with lower regular account fees or to a standard account.

### **Publishing or notifying you of changes.**

- 15.23 Where we have to give you personal notice, we will tell you about the change by letter, email, text message, statement messages or inserts or in any other way which is sent to you individually.
- 15.24 When we say we will publish a change, we will put notices in at least three national newspapers (including The Daily Telegraph, Daily Record and The Sun) and make the change available in our branches, on our website and through Telephone Banking by the time of making the change or within three days after it.
- 15.25 If we can notify you about a change in a different way (for example, by telling you personally or publishing), we will do so in a way we think is reasonable and which satisfies our legal and regulatory requirements.

### **16. General liability.**

- 16.1 If we break this agreement:
- a) we will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; and
  - b) as this agreement is made with you as a personal customer, we will not be liable for any business losses or costs you suffer (such as loss of business profits or opportunities).
- 16.2 You will not be liable for any payment instructions you did not give yourself, even if they were given using your card or Security Details, unless we can prove either:
- a) that you have acted fraudulently in which case you will be liable for all payments from the account that we have been unable to stop; or
  - b) that you have been grossly negligent with your card or Security Details. Depending on the facts of the case and any legal requirements that apply, you may be liable for payments from your account but only until you have told us that your card or Security Details have been lost, stolen or could be misused.
- If you are not liable for a payment, we will refund the amount of the payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.
- 16.3 Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

**17. Using money between accounts (set-off).**

- 17.1 If any money you owe us (for example, on a loan, credit card, mortgage, overdraft or otherwise) is overdue for payment, we may use any money you have in any of your accounts with us to reduce or repay (by way of set-off or otherwise) what you owe us.
- 17.2 We can use our set-off right, where you have accounts which are only in your name. We can also use our set-off right where you have accounts which you hold with another person (X), and you and the other person together owe us money (for example, on a joint loan, mortgage or overdraft), as shown below.

<b>Money in account for:</b>	<b>Set-off against money owed by:</b>
You only	You
You only	You and X
You and X	You and X

- 17.3 Unless this is not permitted by our regulator or other similar body, we can use our set-off right, where you have accounts which you hold with another person (X) and either you or the other person owe us money individually as shown below.

<b>Money in account for:</b>	<b>Set-off against money owed by:</b>
You and X	X
You and X	You

- 17.4 We can use money you have in your accounts to pay something you owe us as described above even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.
- 17.5 Occasionally we receive legal instructions or notices to hold a customer's money for someone else or to pay it to someone else. If this happens to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and subtract amounts you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are otherwise prevented by law.

**18. Ending this agreement or an account or service.**

- 18.1 This agreement will continue until you or we cancel or end it. If you are paying any monthly or other regular fees for an account or service, the amount you pay will be limited to the period we provide that account or service.
- 18.2 You may end this agreement, or an account or other service under it, at any time by writing to us, visiting one of our branches or phoning us. Where you have not told us in writing, we may require confirmation in writing. You will also be treated as ending this agreement in relation to an account if you do not make a payment into the account within six months of opening it.
- 18.3 We may end this agreement (or any account or service under it):
- a) by writing to you and giving you two months' notice; or
  - b) immediately if:
    - i) you are, or we reasonably consider you may be:
      - 1) using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
      - 2) acting fraudulently;
      - 3) behaving improperly (for example, in a threatening or abusive manner); or
    - ii) we reasonably consider that by continuing the agreement:
      - 1) we may break a legal requirement or a court order or other authority;
      - 2) we (or another company in the Lloyds Banking Group) may be exposed to action from any government or regulator; or
    - iii) you have seriously or persistently broken this agreement in any other way.
- 18.4 We may close or suspend an account or stop providing a service if:
- a) you are not eligible (or no longer eligible) for an account or service; or
  - b) you do not use it for 12 months. In this case, you can ask us to remove any restrictions we have applied to the account or service at any time but we may need to check your identity before we do so.
- 18.5 If there have been no payments into or out of an account for 15 years (or other period specified by law) and we have lost touch with you, we may transfer any money in the account to the "reclaim fund" (which is a body set up to deal with unclaimed assets in dormant accounts). You will be entitled to reclaim any money transferred, and any interest payable, from the reclaim fund and if you ask us we can help you do this.

- 18.6 If we end this agreement or stop providing an account or service, we will act in a manner we think is reasonably appropriate for the circumstance and will try to reduce the inconvenience to you.
- 18.7 When you or we end this agreement, any benefit, service or account we provide under it will end and you must on our request:
- repay any money you owe us, such as any overdrafts and the amount of any cheques, card payments or other payment instructions you have made and which have not yet been taken out of your account;
  - pay any charges and interest that you owe us (if you cancel, these will be the charges and interest applying to the period before the agreement is cancelled); and
  - return anything that belongs to us or that we have given you, such as cards and unused cheques (cutting both up before sending them).

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

- 18.8 When your account is closed, you are responsible for cancelling any direct payments (such as direct debits, standing orders and regular card payments) into or out of your account. If someone sends a payment to your closed account, we will take reasonable steps to return the payment to the sender.
- 18.9 If this agreement (or a service under it) ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.
- 18.10 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover any liabilities owed to us, such as anything you owe us under condition 18.7 or, if you have broken this agreement, any loss of ours as a result.
- 18.11 In the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing money in your account to your personal representatives.
- 18.12 After this agreement ends, we will keep our rights to use money between accounts under condition 17 and any rights we have under general law; and condition 14 will continue to apply.

#### **19. Transferring rights and obligations.**

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

#### **20. Not enforcing this agreement.**

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

#### **21. Law applying to this agreement.**

- 21.1 If you are not resident in Scotland when the conditions in this document first apply to you, English law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The courts of England and Wales will also be able to deal with any legal questions connected with this agreement.
- 21.2 If you are resident in Scotland when the conditions in this document first apply to you, Scots law will decide any legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The Scottish courts will also be able to deal with any legal questions connected with this agreement.

#### **22. If you have a complaint.**

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

##### **22.2 Step 1 – Let your usual point of contact know.**

Inform us of your complaint and how you think it could be resolved by calling into any branch, calling us on 08457 25 35 19 (+44 1313 392 573 from overseas), 24 hours a day, 7 days a week, telephone on 08456 00 17 50, or contacting your Relationship Manager or Business Manager, if you have one.

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

##### **22.3 Step 2 – Follow up.**

To follow up your complaint with Customer Service Recovery you can ask the person you raised your complaint with to refer the matter to them or write to Bank of Scotland, PO Box 548, Leeds LS1 1WU.

##### **22.4 Step 3 – Financial Ombudsman Service.**

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## How we are regulated.

- We lend money and offer savings, insurance and other financial services to our customers.
  - We are authorised and regulated by the Financial Services Authority (“FSA”) for these services except lending, and licensed and regulated by the Office of Fair Trading (“OFT”), for lending services.
  - We are also a member of the British Bankers’ Association. Please see [www.bba.org.uk](http://www.bba.org.uk) to find out more.
- Our OFT licence number is 593292. You can call the OFT on 020 7211 8608 to find out more.
- We subscribe to the Lending Code; copies of the Code can be obtained from [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)
- Our FSA Register number is 169628. To find out more about us, see the FSA Register: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or call the FSA on 0300 500 5000.
- Our company details are Bank of Scotland plc. Registered in Scotland No. SC327000. Registered office: The Mound, Edinburgh EH1 1YZ.
  - To find out more about our companies, see the Registrar’s website, [www.companieshouse.co.uk](http://www.companieshouse.co.uk) or call the Registrar on 0870 33 33 636.
- Our VAT number is 244155576.

### Important information about compensation arrangements.

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the **combined amount** in all the eligible depositor’s accounts with the bank including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call **020 7892 7300** or **0800 678 1100**.

Deposits with us are held with Bank of Scotland plc. Accounts with Bank of Scotland plc include accounts with its divisions and trading names: Halifax, Intelligent Finance (IF), Birmingham Midshires (BM Savings), Bank of Scotland, Bank of Scotland Private Banking, Bank of Scotland Germany, Bank of Scotland The Netherlands, Bank of Scotland Treasury, Lloyds Bank Corporate Markets, Lloyds TSB Corporate Markets, St James’s Place Bank and St James’s Place Private Bank. Some savings accounts under the AA Savings, Saga and Charities Aid Foundation brand names are also deposits with Bank of Scotland plc. An eligible depositor’s £50,000 limit relates to the combined amount in accounts under all of these names.

If you are unsure which bank your account is held with please check your account literature.

- We follow advertising codes regulated by the Advertising Standards Authority (“ASA”).
  - If you would like to complain to the ASA about any of our advertising, you can do so through their website, [www.asa.org.uk](http://www.asa.org.uk)
  - If you would like to find out more about the advertising codes or the ASA, please see [www.asa.org.uk](http://www.asa.org.uk), call the ASA on 020 7492 2222 (textphone 020 7242 8159), email them at [enquiries@asa.org.uk](mailto:enquiries@asa.org.uk), fax them on 020 7242 3696 or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.
- We are part of the Unclaimed Asset Scheme which transfers money in accounts which have not been in use for at least 15 years to a central fund. We are committed to reuniting customers with their money and we will try to contact you if we think your account is becoming dormant. If you think you have money in our accounts which you have forgotten about, you can also contact us and we will do our best to try to find it for you. For more information, please visit us in branch or at [bankofscotland.co.uk](http://bankofscotland.co.uk)
- If you think you have dormant accounts with other banks you can visit [www.mylostaccount.org.uk](http://www.mylostaccount.org.uk)

## Other information.

- We will communicate with you in English.
- Our charges will include our delivery costs (if any) and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or pay through us.
- Cashpoint® is a registered trademark and is used under licence by Bank of Scotland plc.
- The Post Office® and Post Office logo are registered trademarks of the Post Office Ltd.
- For more information visit us at [bankofscotland.co.uk](http://bankofscotland.co.uk) or go to any Bank of Scotland branch.
- We will keep a copy of this agreement, which will be available from our website or on request.

## Contact details.

- General.
  - You can write to us at Bank of Scotland, The Mound, Edinburgh EH1 1WH call 08457 21 31 41 or (if you have a hearing or speech impairment) call textphone 08457 32 34 36. Call costs may vary depending on your service provider. If you need to call us from abroad, or prefer not to use our 0845 number, you can also call +44 1313 392 573. You can also contact us for certain queries by completing an “enquiry form”, available through the “contact us” link on our website, [bankofscotland.co.uk](http://bankofscotland.co.uk)
  - You can contact us using RNID Typetalk on any of our telephone numbers. If you need to be called back and would like us to call you through RNID Typetalk, please tell us when you call.
- To find out our current interest rates please call 08457 21 31 41.
- To find out our standard exchange rates for foreign cheques, international payments and foreign currency card transactions, please visit us in branch or call 08457 21 31 41.
- For enquiries about the information we hold about you: please write to the DSAR Unit, Bank of Scotland Customer Service Recovery, Charlton Place, C57, Andover SP10 1RE.
- To tell us of a change of name or address: please visit a Bank of Scotland branch, call Telephone Banking or send us a change of name/address form (which you can get in branch or through Telephone or Internet Banking).
- If your card is lost, stolen or you think someone has discovered your Security Details: please call 08457 20 30 99 if you are in the UK, or +44 1313 392 573 if you are abroad.

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Please contact any Bank of Scotland branch if you'd like this in Braille, large print or on audio.

You can contact us using RNID Typetalk on any of our telephone numbers. If you need to be called back and would like us to call you through RNID Typetalk, please tell us when you call.

### **Important information.**

Bank of Scotland plc. Registered in Scotland No. SC327000. Registered office: The Mound, Edinburgh EH1 1YZ.

Authorised and regulated by the Financial Services Authority.

As part of Lloyds Banking Group, Bank of Scotland is a Proud Partner for Scotland of the London 2012 Olympic Games and Paralympic Games.

This information is correct as at November 2011.

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Bringing London 2012  
closer to Scotland.  
[bankofscotland.co.uk/trackside](http://bankofscotland.co.uk/trackside)



*proud partner for Scotland*