

International Account



Your Application



Lloyds TSB | International

## What to do when you have filled in this form

If you are a new Lloyds TSB International customer, we will require proof of your identity (a certified copy of your passport) and home address (a recent utility bill).

Proof of identity and address may also be required for existing Lloyds TSB International customers.

### How to certify your passport

The following people can certify a photocopy of your passport.

- Lawyer who is a member of a recognised professional body
- Chartered Accountant or Tax Adviser who is a member of a recognised professional body
- Serving Police or Customs Officer
- Notary Public who is a member of a recognised professional body
- Members of Judiciary
- Senior Civil Servant
- Actuary who is a member of a recognised professional body
- An Embassy Consulate or High Commission of the country of issue of the document
- Director, Officer or Manager of a regulated financial services business (e.g. Bank Manager) operating in an equivalent jurisdiction to Jersey, the Isle of Man or Gibraltar (as appropriate).

### Please check that you have:

- Signed section 6 and section 7 of this form.
- Enclosed a certified copy of your passport.
- Enclosed a recent, dated within the last 3 months, original gas, phone, electricity bill or bank/building society statement (mobile phone bills are not acceptable as proof of your address) which shows your current address.
- If you are applying for a debit card please enclose confirmation of your income.
- Enclosed your cheque or payment details.

### Where to send your application and documents:

Lloyds TSB Offshore Limited  
International New Business Team  
PO Box 12, Peveril Buildings  
Peveril Square, Douglas  
Isle of Man, IM99 1SS

**If you have any questions please contact us  
Monday to Friday, 9am-5pm UK time (10am to  
6pm Central European time):**

Tel: + 44 (0) 1624 638000

Fax: + 44 (0) 1624 615408

Email: [newaccs@lloydstsb-offshore.com](mailto:newaccs@lloydstsb-offshore.com)

Your application for an

# International Account

In sterling, US dollars or euros



Lloyds TSB | International

Ref.

Please post to: Lloyds TSB Offshore Limited, International New Business Team, PO Box 12, Peveril Buildings, Peveril Square, Douglas, Isle of Man, IM99 1SS.

This form should be used only by personal customers. If the account is to be in the names of three or more people, please ask us for an additional application form and a joint account authority

1

## Your personal details

Please write clearly in the white spaces with capital letters or tick the boxes.

Only complete the details for the second customer if they are different from the first customer.

Please ensure all sections are completed using black ink.

To enable us to process your application without any delays please complete all information.

The bank will rely on your confirmation of country of residence.

### First customer

Your title **Mr**  **Mrs**  **Miss**  **Ms**  **Other title**

Your last name

Your first names

Former/other name

Your date of birth

Your nationality (Both if dual nationality)

Your place of birth

Your country of residence

Country moving to (if applicable)

Are you **Male**  **Female**

Marital status

How many children do you have under 18 years old?

Occupation

If employed/self-employed the name of your employer/company

Length of time with present employer?

Are you an existing Lloyds TSB customer?

If yes, please state your sort code and account number:

### Second customer

Your title **Mr**  **Mrs**  **Miss**  **Ms**  **Other title**

Your last name

Your first names

Former/other name

Your date of birth

Your nationality (Both if dual nationality)

Your place of birth

Your country of residence

Country moving to (if applicable)

Are you **Male**  **Female**

Marital status

How many children do you have under 18 years old?

Occupation

If employed/self-employed the name of your employer/company

Length of time with present employer?

Are you an existing Lloyds TSB customer?

If yes, please state your sort code and account number:

1.1

## Your contact details

### Your telephone numbers and area dialling codes

Home

Work

Mobile

Fax

E-mail

### Your telephone numbers and area dialling codes

Home

Work

Mobile

Fax

E-mail

1.2

Your residential details

If you have been at your current address less than 3 months we require details of your previous address.

**Your home address** (where you live)

  
  
  
 Postcode

**Years**      **Months**

How long have you lived at this address?

**Your previous home address**  
(if less than three months at current home address)

  
  
  
 Postcode

**Years**      **Months**

How long have you lived at this address?

**What is your current residential status?**

Owner – no mortgage       Owner – with mortgage       Local authority tenant

Private tenant       Living with parents       Other (please specify)

**Your correspondence address** (if different from your home)

  
  
  
 Postcode

**Your home address** (where you live)

  
  
  
 Postcode

**Years**      **Months**

How long have you lived at this address?

**Your previous home address**  
(if less than three months at current home address)

  
  
  
 Postcode

**Years**      **Months**

How long have you lived at this address?

**What is your current residential status?**

Owner – no mortgage       Owner – with mortgage       Local authority tenant

Private tenant       Living with parents       Other (please specify)

**Your correspondence address** (if different from your home)

  
  
  
 Postcode

2

Details of the Accounts you would like to open

2.1

International Account

Please note there is only one fee applied and one minimum initial deposit required even if you hold more than one currency. (Please see brochure for details).

Please tick to indicate which account(s) you would like:

**Sterling International Account**       **with debit card**       **with cheque book**

**Euro International Account**       **with debit card**

**US dollar International Account**       **with debit card**

Would you like your cheque book:  
Without counterfoils       With counterfoils

Do you require left-handed cheque books?  
Yes       No

If you have indicated you require a debit card, which of the account parties would you like to have a card?

First applicant       Second applicant       Both

2.2

If you are applying for a Sterling International Account debit card

We may request your mother's maiden name to help confirm your identity, for example when you wish to make a withdrawal.

**First customer**  
**Your mother's maiden name**

Upon acceptance of your application, you will be issued with a confidential Personal Identification Number (PIN) for use on your International Account which will allow you to use your card to withdraw cash from cash machines, and may be required to authorise payments at some retail outlets.

**Second customer**  
**Your mother's maiden name**

Upon acceptance of your application, you will be issued with a confidential Personal Identification Number (PIN) for use on your International Account which will allow you to use your card to withdraw cash from cash machines, and may be required to authorise payments at some retail outlets.

2.3

If you are applying for a US dollar and/or Euro International Account debit card

**For both applicants**  
**Memorable name** (minimum of four letters)

       

Important - your debit card cannot be processed without this information.

This will be used for identification purposes when telephoning to confirm receipt of your debit card and for validating a debit card transaction. For joint applicants the memorable name will apply for both parties. It is NOT a code word for the purpose of authorising transfers of funds.



4

## How did you first become aware of the International Account?

Lloyds TSB Branch

International Intermediary Service

Internet

Recommendation from existing customer

Advertisement/Comment in a publication \*

\*If you ticked this box, please elaborate:

Name of publication  Date

5

## Your initial deposit

Please note that if a cheque requires conversion to another currency, a charge may be incurred in accordance with our standard tariff.

If you ask us to transfer funds to a US dollar or euro account, we cannot guarantee to make the transfer on the day of opening. The Bank cannot accept any responsibility for exchange rate differences.

Currency cheques have to be endorsed on the back.

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

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

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

Please credit my account(s) with the following amounts:

**Sterling account**  
 £  £1500 minimum

**US dollar account**  
 \$  \$1500 minimum

**Euro account**  
 €  €1500 minimum

I enclose a cheque or banker's draft payable to name of account holder.  Amount  
 £   
 \$   
 €

Please transfer £   
 from my Lloyds TSB account:

Name of branch and location

Branch sort code  Account number

If you wish to close your existing Lloyds TSB account in the UK, we advise you to complete form OB1362 'Transferring your current account'. Alternatively, you may wait until you have received your new offshore cards, pin and any cheque books and then instruct your branch in the UK to transfer the balance and any standing orders/direct debits to your new Offshore account. Please note this applies to sterling accounts only and to accounts transferred to Lloyds TSB Offshore Limited.

The International Account requires a minimum of £1,500, \$1,500 or €1,500 (depending on the currency in which the Account is held) to be deposited within 6 weeks of Account opening. Where an application is made to open more than one International Account, a minimum of £1,500, \$1,500 or €1,500 (as appropriate) must be deposited into any one of the opened Accounts within 6 weeks of Account opening.

## PLEASE CONTINUE TO SECTION 6 TO SIGN YOUR DECLARATION

## FOR BANK USE ONLY

Branch stamp

This section is to be completed by staff at the introducing branch.

Please ensure all sections are fully completed for smooth account opening.

Please return the completed application with certified copy/copies of passport identification and residential address to:

Lloyds TSB Offshore Limited, Account Service Centre,  
 PO Box 12, Douglas, Isle of Man, IM99 1SS.

Branch name  Sort code  First line of branch address

Staff contact name  Staff file number  Contact telephone member including area dialling code

## For International Intermediary Service use only

Introducer name  IIS reference number

**Your statement to us**

- I confirm that I am not less than 18 years of age and that the information given by me in connection with this application is true and complete.
- I apply for a sterling account and/or US dollar account and/or euro account as detailed above. I confirm I have read the Terms and Conditions ("Terms and Conditions") as provided to me with this application and I agree to comply with these.
- I understand that the Bank reserves the right to decline this application without being required to state any reason, and that no correspondence will be entered into in these circumstances.
- I certify the accuracy of the statements given and authorise you to make any enquiries which you may consider necessary for confirmation of these and for credit assessment.
- I wish to apply for an International Account. If I have selected a sterling account, I hereby authorise the Bank to debit my monthly membership subscription on the 9th of each month to begin three months after the account is opened, until further notice. If I have selected a US dollar or euro account, then I authorise the Bank to debit my monthly membership subscription three months after the account is opened and on that date each month, until further notice.
- I apply for whichever of sterling/US dollar/euro debit card(s) relate(s) to the account(s) I have applied for (and a PIN(s) if not already issued) and agree to comply with the terms and conditions relating to the same provided to me with this application.
- If I have selected to use foreign cheques/bills for collection/negotiation services, I confirm that I have read and agree to the Terms and Conditions provided.

**Important EU Tax Information**

I agree to promptly and fully inform the Bank of all changes in my residence for tax purposes and to supply the Bank with such supporting evidence as may be necessary or reasonably requested so as to allow the Bank to meet its legal, regulatory or other obligations. I acknowledge that I will be liable for any failure to keep the Bank properly informed of a change in my residence, and for any loss I cause the Bank as a result.

Please sign below.

Please note that the Bank does not provide legal or tax advice. You should obtain your own independent legal or tax advice where necessary or appropriate.

**1) For accounts opened with Lloyds TSB Bank (Gibraltar) Limited**

If you are resident in the EU for tax purposes, we are required to disclose to the competent authority in Gibraltar details of (among other things) your identity, residence and the amount of credit interest paid on all accounts you hold with us in Gibraltar, for onward reporting to your home (EU) tax or competent authority. By signing this declaration you consent to the disclosure by the Bank of such details.

**2) For accounts opened with Lloyds TSB Offshore Limited**

If you are resident in the EU for tax purposes, we may deduct retention tax from credit interest that we pay you on this account. Alternatively, you can tick the boxes below to allow us to disclose details of (among other things) your identity, residence and the amount of your credit interest to the local tax or competent authority in the Channel Islands and/or the Isle of Man, which will forward the information to your home (EU) tax or competent authority.

**First customer****Second customer**

For more information about retention tax, please refer to [www.lloydstsb-offshore.com/eustd](http://www.lloydstsb-offshore.com/eustd).

**3) For new and existing customers of Lloyds TSB Offshore Limited who open or already hold an account with Lloyds TSB Bank (Gibraltar) Limited**

If you are resident in the EU for tax purposes and hold any bank accounts in the Channel Islands and/or the Isle of Man with Lloyds TSB Offshore Limited, by signing this declaration you consent to:

- Lloyds TSB Offshore Limited ceasing to deduct retention tax from credit interest paid on your existing accounts; and

- Lloyds TSB Offshore Limited and Lloyds TSB Bank (Gibraltar) Limited each disclosing to their respective local tax or competent authority details of (among other things) your identity, residence and the amount of credit interest paid on all bank accounts you hold with them, for onward reporting to your home (EU) tax or competent authority.

For further information, please refer to [www.lloydstsb-offshore.com/eustd](http://www.lloydstsb-offshore.com/eustd)

**First customer's signature (please sign in black ink)**


Date

**Second customer's signature (please sign in black ink)**


Date

Would you please note that for joint accounts upon which one person can sign alone, we nevertheless need all signatories to the account to sign instructions for the closure or transfer of the account.

**Your personal data**

"You/your" means Lloyds TSB Offshore Limited or Lloyds TSB Bank (Gibraltar) Limited.

"Your Group" means the Lloyds Banking Group, which includes you and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com). For these purposes "associated companies" includes Lloyds Banking Group plc and any subsidiary, affiliate or other firm directly or indirectly controlled from time to time by either Lloyds Banking Group plc or you.

I agree that you may keep my personal details, given to you by me or other people during my relationship with you and other companies in "Your Group", in a Lloyds TSB database and you may disclose and transfer to such companies in your group which may be kept in or outside the jurisdiction in which my account is held.

This includes:

- details I give you on application forms,
- details I give you during financial reviews and interviews,
- your analysis of my banking transactions, and
- what you know from operating my accounts.

Companies in "Your Group" may use and update this centrally held information to:

- provide me with services,
- identify, and inform me of, products and services which might be suitable for me,
- assess lending and insurance risks,
- recover debts,
- prevent and detect fraud, and other crimes
- manage your and any member of Your Group's relationship with me, and
- update their own records about me.

You may also use my information for research and statistical analysis with the aim of improving your services.

If I request it, on payment of a fee, you will provide me with a copy of the information you hold or, in the case of Gibraltar, a copy of the information you hold or a description of the information you hold, in line with the Data Protection legislation then in force in the jurisdiction in which my account is held.

The information you hold about me is confidential. You will only disclose it outside Your Group when:

- I give you my consent,
- it is needed by your agents and others involved in running accounts and services for me,
- I am to be provided with services by the third party,
- you determine that it is necessary to disclose that information in order to assess lending and insurance risks,
- you or others need to investigate or prevent crime (including but not limited to, in the case of customers with a current or past connection to the UK, investigations by H.M. Revenue & Customs),
- the law permits or requires it, even without my consent,
- you determine that disclosure would be advantageous to the administration of my account and/or the services that you provide to me,
- there is a duty to the public to reveal the information.

You, or any company within Your Group, may administer my account and provide other services (and transfer data to them for that purpose) from centres in countries outside the European Economic Area (including, but not restricted to, India and the USA) that do not always have the same standard of data protection laws as Jersey, Guernsey, the Isle of Man or Gibraltar. You may transfer Personal Data including, in the case of Gibraltar, any data which may be classified as sensitive data to any such company within Your Group including outside the European Economic Area. You will however have measures in place to ensure that my personal data is adequately protected and you will remain bound by your obligations under the Data Protection legislation in force in the jurisdiction in which my account is held even when my personal data is processed outside the European Economic Area.

For the avoidance of doubt sensitive data means any data about me which relates to racial or ethnic origin, religious or philosophical beliefs, trade union membership, health or sex life, the commission or alleged commission of any offence and details including outcome of proceedings in respect of such offence.

When assessing my application and managing my borrowing I understand and agree that automated decision making systems may be used. I agree that when making credit decisions you may make searches at credit reference agencies, including electoral register information. These searches will be recorded by the credit reference agencies.

I agree that if I am applying in joint names, this will create a financial link between us in the records at credit reference agencies meaning that my financial affairs and those of my joint applicant may be treated as affecting each other.

You may disclose how I have run my accounts to credit reference agencies. In the event that you make formal demand for repayment of my borrowing and I do not make full repayment or satisfactory proposals to you within 28 days, you may disclose this to the agencies, who will record the outstanding debt.

I agree that credit reference agencies may form a link in the records they hold about me, between any previous or subsequent names that I use.

I understand that if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

You and other organisations may use credit reference agency and fraud prevention agency records about me and people financially linked to me, and others in my household, to help make decisions about me and them.

- for credit and credit related services, and to manage my accounts,
- for checking details on proposals and claims for all types of insurance,
- for fraud prevention, debtor tracing, debt recovery, and to check my identity to prevent money laundering, and
- for checking details of job applicants and employees.

You and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

If I ask, you will tell me which credit reference and fraud prevention agencies you have used so I can get a copy of my details from them.

I confirm that I have consent for this agreement from any joint applicant who is not present, and I will share with them the details of what I have agreed to on their behalf and, in the case of Gibraltar, they have also signed a copy of this agreement which will be produced within the next seven days.

I also confirm that where I provide information to you about other individuals, I have obtained their consent to the processing of that data in accordance with this policy.

You may monitor or record phone calls with me in case you need to check you have carried out my instructions correctly and to help improve your quality of service.

You, and other members of Your Group, may contact me about products and services available from Your Group, and from selected companies outside Your Group which you believe may interest me or benefit me financially, unless I have told you that I do not want to receive this information.

Tick here if you would prefer not to receive marketing information from us about products and services which we believe may interest you or benefit you financially.

Please note that if you tick this box, we will be unable to notify you about any new products and services that may be of benefit to you.

**Branch sort code**

**Account number(s)**

**Date completed**

**For bank use only – either to sign**

Please provide your name and signature in the boxes below.

**First customer's name**

**First customer's signature**

**Second customer's name**

**Second customer's signature**


IMPORTANT INFORMATION - PLEASE READ CAREFULLY

Please ensure all sections are fully completed using black ink.

Please do not mark or write on the front of the specimen signature slip except in the designated boxes.



### About us

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

The Isle of Man branch of Lloyds TSB Offshore Limited is licensed by the Isle of Man Financial Supervision Commission to take deposits and carry on investment business and is registered with the Insurance and Pensions Authority in respect of General Business.

Lloyds TSB Bank (Gibraltar) Limited. Registered office: 323 Main Street, Gibraltar. Registered in Gibraltar, no 99982. Regulated and authorised by the Gibraltar Financial Services Commission for the conduct of banking, investment and insurance mediation business.

### Contractual understanding

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

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

If you have indicated in your Application that you are either (i) resident in the EEA (excluding the UK and Cyprus), or (ii) currently resident in the UK or Cyprus but are in the process of moving to/setting up residence in another EEA country, Sterling Accounts will be opened with Lloyds TSB Offshore Limited in the Isle of Man and your Account will be domiciled in the Isle of Man and be subject to the laws of the Isle of Man. If you have indicated in your Application form that you are either (i) not resident in the EEA, or (ii) resident in the UK or Cyprus, all accounts will be opened with Lloyds TSB Offshore Limited in the Isle of Man and your Accounts will be domiciled in the Isle of Man and will be subject to the laws of the Isle of Man.

### Parties to the Contract

You, the customer, of the one part and,

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

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

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

### Section 1. Definitions applying to all International Accounts and International Premier Accounts

#### 1.1 Definitions

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

**Account(s):** The International Account(s) and/or International Premier Account(s) specified in the Application and held with us.

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

**International Account(s):** the Sterling International Account ("Sterling Account"), the US Dollar International Account ("US Dollar Account") and the Euro International Account ("Euro Account").

**International Premier Account(s):** the Sterling International Premier Account ("Sterling Account"), the US Dollar International Premier Account ("US Dollar Account") and the Euro International Premier Account ("Euro Account").

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

**Terms and Conditions:** the terms and conditions set out herein or as varied from time to time.

**We/us/our/Account:** either or both of Lloyds TSB Offshore Limited or Lloyds TSB Bank (Gibraltar) Limited depending on where your Account(s) is/are held in accordance with these Terms and Conditions.

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

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

#### 1.2 General

About this product/service:

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

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

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

**1.2.3** We may refuse to carry out an instruction or insist on further confirmation from you. Before acting on an instruction, we may also (but will not have to) take steps to check whether you authorised it. For example, we may ask you to provide more information, which may include any further proof of identity. We may also need to delay carrying out instructions to meet our obligations under regulations to combat money laundering or other regulations. In certain circumstances we may not be permitted to tell you the reason for any delay as a result of our reasonable view of the effect of applicable regulations. We will not be responsible to you for loss resulting from any delay as long as we have acted reasonably.

**1.2.4** We may vary the Account's features or the terms and conditions from time to time. If the change is to your disadvantage we will tell you personally at least 30 days before the change takes effect. We may do this, for example, to:

- make a change to your benefit, or not affecting your rights or obligations;
- meet legal, fiscal or regulatory requirements;
- correct errors, omissions, inaccuracies or ambiguities;
- deal with reorganisations within the Lloyds Banking Group;
- cover service differences for new computer or other processes;
- bring us into line with market practice;
- reflect developments we wish to make to your account and changes in client demand or requirements.

**1.2.5** If we receive no response from you within 30 days of us providing you with the written notice in above, you agree that you will have consented to the variation. At the end of the 30 day period, the variation will be effective without further notice. Should you object to the variation we reserve the right to close your Account.

**1.2.6** We are not liable for direct loss to you, and then only if caused by our breach of contract or negligence. We are only liable for indirect loss, for example loss of business, loss of opportunity, loss of profit, or for any type of special or consequential loss. In addition to the other terms and conditions where we exclude or limit liability, we are not liable for:

- incompatibility between our services and your computer, modem; or
- telephone equipment or software; or
- anything beyond our reasonable control.

**1.2.7** Nothing in these terms and conditions will exclude or restrict any duty or liability which we may have owe to you, or which we are not allowed to limit or exclude, under any applicable law or regulation.

**1.2.8** If one, or part of these terms and conditions becomes invalid or unenforceable in any way under any applicable law, this will not affect the validity of the remaining terms in any way.

**1.2.9** We believe these terms and conditions are fair. If any one, or part of them, becomes invalid because it is unfair or for any other reason, we can treat it as changed in a way that makes it fair and valid. The changed term or condition will then apply to you and to us on that basis, and the other terms and conditions will remain fully valid.

**1.2.10** If a joint account is held and any of the terms and conditions are in any way unenforceable or otherwise ineffective against any one or more of you, the rest of you will not be released from your obligations under them.

**1.2.11** The rights, obligations and liabilities of you and us in relation to and arising directly or indirectly out of the Account(s), the debit card(s) issued in connection with the Account(s) shall be governed by and construed for all purposes in accordance with the laws of the jurisdiction in which the Account is maintained (and thereby your having contracted with us in that jurisdiction) and the Courts of such jurisdiction shall have non-exclusive jurisdiction over any proceedings in connection therewith.

**1.2.12** About cancelling or terminating any of the services/products provided by us pursuant to your Application as governed by these Terms and Conditions:

- a) You have the right to cancel your contract for the Account at any time. In order to cancel the contract, please write to Lloyds TSB Offshore Limited at PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG or Lloyds TSB Bank (Gibraltar) Limited at 323 Main Street, Gibraltar depending on where your Account is held in accordance with these Terms and Conditions.
- b) For all other products with a cancellation right, apart from fixed rate mortgages, if you make use of the product/service before you exercise your right to cancel, we will charge you for the benefit of using the product/service that you have received up to the date of cancellation on a pro-rata basis based upon the time elapsed. Cancellation arrangements for fixed rate mortgages are not pro-rata and reference should be made to the fixed rate mortgage offer document or mortgage brochure.

**1.2.13** About disputes in relation to this contract:

- a) Where the Account is held in the Isle of Man or the product or service is provided by Lloyds TSB Offshore Limited in the Isle of Man, the laws of the Isle of Man will apply to this contract and the Isle of Man courts shall have non-exclusive jurisdiction over any proceedings in connection with any disputes in relation to this contract.
- b) Where the Account is held in Gibraltar or the product or service is provided by Lloyds TSB Bank (Gibraltar) Limited (whether or not such product or service is provided by third parties on its behalf), the laws of Gibraltar will apply to this contract and the Gibraltar courts shall have non-exclusive jurisdiction over any proceedings in connection with any disputes in relation to this contract.
- c) If you want to make a complaint about this contract or the service that you are receiving from us please follow the procedures detailed in the leaflet entitled 'How to voice your concerns'
  - resolving your complaints with us' available from any branch or by applying in writing to Lloyds TSB Offshore Limited at PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG or to Lloyds TSB Bank (Gibraltar) Limited at 323 Main Street, Gibraltar.

**1.2.14** EU Savings Directive

a) For accounts opened with Lloyds TSB Bank (Gibraltar) Limited the following applies: Pursuant to the European Union Savings Directive 2003/48/EC as contained in the Taxation (Savings Income) Act 2004 of Gibraltar the Bank will be required to disclose certain information to the relevant competent authority in the EU Member State in which the customer is resident. You hereby consent to the disclosure by the Bank of such information.

b) For accounts with Lloyds TSB Offshore Limited the following applies:

If you are resident in the EU for tax purposes, we may deduct retention tax from credit interest that we pay you on this Account. However, you may expressly authorise the Bank to disclose your identity, residence and the amount of interest paid to you to the Isle of Man tax authority, which will forward the information to your home tax authority. By ticking the box on your Application you have agreed to the disclosure by the Bank of such information.

d) For existing customers of Lloyds TSB Offshore Limited who open an account with Lloyds TSB Bank (Gibraltar) Limited the following applies:

If you are resident in the EU for tax purposes and hold any bank accounts in the Channel Islands and/or the Isle of Man with Lloyds TSB Offshore Limited, by signing your application form you consent to:

- Lloyds TSB Offshore Limited ceasing to deduct retention tax from credit interest paid on those accounts; and
- Lloyds TSB Offshore Limited and Lloyds TSB Bank (Gibraltar) Limited each disclosing to their respective local tax authority details of (among other things) your identity, residence and the amount of credit interest paid on all bank accounts you hold with them, for onward reporting to your home (EU) tax authority.

You hereby undertake to promptly and fully inform the Bank of all changes in your residence for tax purposes and to supply the Bank with such supporting evidence as may be necessary or reasonably requested so as to allow the Bank to meet its legal, regulatory or other obligations. You acknowledge that you will be liable for any failure to keep the Bank properly informed of a change in your residence, and for any loss you cause the Bank as a result.

The Bank does not provide legal or tax advice. You should obtain your own independent legal or tax advice where necessary or appropriate.

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

In this Section, references to:

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

**2.1** The International Account requires a minimum of £1,500, US\$1,500 or €1,500 (depending on the currency in which the Account is held) to be deposited within 6 weeks of Account opening. Where an application is made to open more than one International Account, a minimum of £1,500, US\$1,500 or €1,500 (as appropriate) must be deposited into any one of the opened Accounts within 6 weeks of Account opening.

**2.2** The International Premier Account requires a minimum of £100,000, US\$150,000 or €150,000 (depending on the currency in which the Account is held) to be both deposited within 6 weeks of Account opening and maintained as a credit balance at all times while the Account remains open. Where an application is made to open more than one International Premier Account, a minimum of £100,000, US\$150,000 or €150,000 (as appropriate) must be deposited into at least one of the opened Accounts within 6 weeks of Account opening and maintained as a credit balance at all times while that Account and any other International Premier Account remains open. All International Premier Accounts are subscription fee-free while your Account meets the above criteria, but we reserve the right to charge a monthly subscription fee in the event that the criteria are not met.

**2.3** Sterling funds will be converted into US Dollars or Euro at a rate of exchange determined by us on the day they are credited to the US Dollar Account or Euro Account.

**2.4** Deposits in excess of US\$100,000 or €100,000 or currency equivalent into the Account should be effected by telegraphic transfer, which can be made from your local bank, anywhere in the world (subject to local regulations). All major currencies may be sent and your funds will be converted to US Dollars or Euro automatically upon receipt.

**2.5** You can find out the current interest rates for your account and any applicable charges by telephoning our Offshore PhoneBank service or by visiting our website at [www.lloydstsb-offshore.com](http://www.lloydstsb-offshore.com). We can vary the rates at any time. The new rates will come into force as soon as we display them on our website.

**2.6** We calculate interest on a daily basis on cleared credit balances.

**2.7** We pay monthly interest on the 9th of each month on the Sterling Account. If the interest payment date is not a Working day, interest is paid on the next Working day. Interest on the US Dollar and Euro Accounts is paid half yearly on the 31st of May and the 30th of November.

**2.8** You can ask us to credit the interest to the Account, or to another account in your name at the same branch.

**2.9** If you ask us to collect or negotiate cheques or bills payable abroad, any cheques or bills deposited which are in a currency other than Sterling or Euro and are drawn on a bank outside the UK Euro clearing system will remain uncleared for a period of up to 30 days from receipt and may be subject to local law and banking practice.

**2.10** We may be called upon to reimburse a correspondent bank abroad for irregular items, such as forged endorsements or material alterations, discovered after the cheque or bill has apparently been paid. This liability can remain outstanding for at least six years. We will maintain a full right of recourse against you in those cases, as well as any recourse we have for any cheque or bill which is returned unpaid for normal banking reasons. Each collection will be subject to the International Chamber of Commerce's Uniform Rules for Collection. We are not liable for any loss, damage or delay which is not directly due to our own negligence or default.

**2.11** If more than one person is named in the Application we will open all the Accounts you have requested on the Application as joint Accounts. (Please complete a separate form if you want us to open any accounts in the name of just one of you).

• A joint Account means that both of you are separately responsible for keeping to the terms of the Account. If either of you does not keep to them, we can take action against either or both of you singly or together. For example, we can take action to recover the debt from either or both of you.

• We may give any information about the Account to either of you.

• Either of you will be able to withdraw any money in the Account or obtain overdrafts (which may be without the other's knowledge), even if, as a result, the Account becomes overdrawn or an existing overdraft is increased. We will not be obliged to make any enquiries about the purpose of any transactions.

**2.12** In the case of joint Accounts, you request and authorise us, until receipt by us of notice in writing to the contrary from any one of you, to:

- honour and debit to any Account in your name all cheques and other payment instructions signed by any one of you. This instruction still applies if, as a result, the Account(s) become overdrawn or any existing overdraft is increased. You will be jointly and severally responsible to repay with interest any overdraft or joint loan we advance;
- act on any request signed by any one of you to withdraw or deal with any property or securities which we may hold for you from time to time;
- act in accordance with any instructions received from any one of you whether written, verbal or by telephone. For the avoidance of doubt this includes any payment instructions;
- accept for the credit of your joint Account(s) payments we receive in the name of any one of you unless such credit is marked "sole account";
- pay or deliver to or to the order of the survivor(s) of you in the event of the death of either or any one of you (as applicable) all money, securities, deeds, documents and all other property (including security boxes and their contents) whatsoever standing to the credit or held by you or any Account(s); and

- act on any instructions given pursuant to this authority without making any enquiries as to why such instructions were given.
- 2.13 All correspondence must be directed to the offshore centre of whichever office of Lloyds TSB Offshore Limited or Lloyds TSB Bank (Gibraltar) Limited holds the Account.
- 2.14 An 'overdraft' is where we lend you money when you would not otherwise have available funds to make a payment out of your Account. The 'available funds' is the amount you can use to make payments out of your Account each day. This will be: (a) the cleared credit balance on your Account plus the amount of any Planned Overdraft (the overdraft limit); less (b) the amount of card payments we have authorised but not yet taken from your Account.
- 2.15 When working out your available funds we do not include any regular or other payments that we are aware may be paid into your Account.
- 2.16 Overdrafts are always repayable 'on demand'. This means that we can ask you to repay your overdraft (and any interest or charges) at any time, even if we have agreed a period for the overdraft with you. We can also reduce your overdraft limit at any time. If we demand repayment or reduce your limit, this will usually be due to a change or anticipated change in your personal circumstances. If we can reasonably do so without prejudicing our interests, including our regulatory position, we will give you at least 30 days notice before making the change.
- 2.17 A 'Planned Overdraft' is an overdraft up to an agreed overdraft limit that we may agree to taking into account your personal circumstances, and which you arrange with us in advance so as to increase the available funds in your Account. Please note that a Planned Overdraft is not normally available for the US Dollar Account and the Euro Account. We will send you a letter setting out the terms of any Planned Overdraft, including how long the Planned Overdraft will apply. If no period is specified in that letter, then your Planned Overdraft will be for 12 months and we may at our discretion agree to keep renewing it for further periods, which will also be for 12 months unless we tell you otherwise.
- 2.18 If you try to make a payment out of your Account (for example, by card, Direct Debit or cheque) for which you do not have available funds, we will treat this as a request for an 'Unplanned Overdraft', or for an increase in your Unplanned Overdraft if you already have one, and will consider whether we agree to your request taking into Account your personal circumstances. We will not be liable to you if we do not agree to give you an Unplanned Overdraft or increased Unplanned Overdraft.
- 2.19 When your Account goes into Unplanned Overdraft (but not when we increase one you already have), we will write to tell you we have agreed to it and our charges for considering and agreeing to your request, but we will ignore any Unplanned Overdrafts which are repaid by the end of the day. We only provide Unplanned Overdrafts for a limited period and we will write to tell you when you must repay one. Your Unplanned Overdraft will in any case end as soon as you have available funds again in your Account (but this does not stop you requesting a new Unplanned Overdraft in future).
- 2.20 The amount you have to pay for an overdraft depends on whether it is a Planned Overdraft or an Unplanned Overdraft. The interest rates and charges that apply are set out in our interest rates and money transfer charges guide, and on our website.
- 2.21 Where you do not have available funds to make a payment and we do not agree to your request for an Unplanned Overdraft or increased Unplanned Overdraft, you will not be able to make that payment. We will write to tell you we have declined your request, and our charges for considering the request, dealing with the other bank and telling you about this service.
- 2.22 If you have requested a Lloyds TSB Debit Card, the terms and conditions of the Lloyds TSB Debit Card apply. For full details, please see the Lloyds TSB Debit Card Terms and Conditions which will be sent to you with your debit card.
- 2.23 You should be aware that if the e-mail address you have provided is used by more than one member of your household, they may also obtain access to the e-mails that we send to you.
- 2.24 You agree to pay the subscription fee for the Account(s).
- 2.25 There may be additional charges for particular banking or other services we provide. For full information on our charges and interest please contact the International Banking Team.
- 2.26 We can vary our subscription fee and other charges or introduce new ones by giving you 30 days written notice.
- 2.27 At any time we can require you to close the Account. We may do this without giving any reason, but we will normally give you 30 days notice. We accept no liability for any loss or damage sustained by the Customer as a result of any such termination whether or not notice was given.

**For office use only**

PDO letter sent on:	Referral source:  Source: C/NC  Account Executive:  Country of origin:
---------------------	--

Issued by Lloyds TSB Offshore Limited and Lloyds TSB Bank (Gibraltar) Limited.

Lloyds TSB Offshore Limited. Registered office: PO Box 160, 25 New Street, St Helier, Jersey, JE4 8RG. Registered in Jersey, number 4029. Regulated by the Jersey Financial Services Commission to carry on deposit-taking business under the Banking Business (Jersey) Law 1991, and investment and general insurance mediation business under Financial Services (Jersey) Law 1998.

The Isle of Man branch of Lloyds TSB Offshore Limited is licensed by the Isle of Man Financial Supervision Commission to take deposits and carry on investment business and is registered with the Insurance and Pensions Authority in respect of General Business.

Lloyds TSB Bank (Gibraltar) Limited. Registered office: 323 Main Street, Gibraltar. Registered in Gibraltar, no 99982. Regulated and authorised by the Gibraltar Financial Services Commission for the conduct of banking, investment and insurance mediation business.

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

Lloyds TSB Offshore Holdings Limited. has registered the business name of Lloyds TSB International in Jersey and has licensed it to Lloyds TSB Offshore Limited.

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