

WorldWide Service

# Terms and Conditions and Payment Services Schedule

Applicable from 1 November 2009.





# General Terms and Conditions and Payment Services Schedule for all WorldWide Service (WWS) accounts – your copy

These conditions and payment services schedule apply to all WorldWide Service accounts with effect from 1 November 2009.

## 1. About Us

- 1.1 Your contract for a WWS account and/or overdraft (as applicable) is with Lloyds TSB Bank plc, a provider of financial services and products in the United Kingdom, whose registered office address is at 25 Gresham Street, London EC2V 5HN. Our contact address for the purpose of this contract is Lloyds TSB WorldWide Service, 1 Waterloo Place, PO Box 349, London SW1Y 5NJ.
- 1.2 We are licensed to provide credit. Our consumer credit licence number is 004685. You can find out more details about the consumer credit licence scheme by visiting [www.ofc.gov.uk](http://www.ofc.gov.uk).

## 2. General

- 2.1 These terms and conditions are supplemented by the Payment Services Schedule. Words and phrases defined in the Payment Services Schedule have the same meaning in these conditions. In the event that the provisions of the Payment Services Schedule are inconsistent or conflict with the terms and conditions or any leaflet, brochure or tariff document accompanying any Account, the provisions of the Payment Services Schedule shall prevail to the extent of the inconsistency or conflict.
- 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. The opening of a WorldWide Service account and the provision of credit (where relevant) is subject to application and depends on our assessment of your circumstances. You must be 18 or over to apply.
- 2.3 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 at least two months' notice, unless there are exceptional circumstances, such as suspected fraud.
- 2.4 Once the account is open, you can arrange to send funds by telegraphic transfer directly to the new account. Alternatively, you can send a cheque payable to yourself or to Lloyds TSB Bank or arrange to transfer funds from an existing Lloyds TSB account.
- 2.5 If you have requested a current account card or a Lloyds TSB Cashpoint® card, the current account or Cashpoint card conditions of use apply. You will be supplied with terms and conditions for the card when it is issued to you. You should read them and only use the card if you agree to them.
- 2.6 We and other members of the Lloyds Banking Group may be subject to sanctions and embargos imposed by the international community including the United Kingdom, European Union, United Nations and United States of America. We may decline to accept Payment Instructions and may refuse to make any payment or take any action in connection with a Payment Instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any other member of the Lloyds Banking Group or any of our or their employees of any sanction or embargo whether or not imposed in the United Kingdom, and we will not be liable for any loss, damage, cost or expense for any such reason. We may disclose to the relevant authorities such information in relation to any instruction or payment as may be required.

### 3. About current accounts and savings accounts

- 3.1 The supply of these products/services is subject to the regulation of the Financial Services Authority, and we are authorised and regulated by the Financial Services Authority. Our Financial Services Authority Register number is 119278. You can find out more about this by visiting [www.fsa.gov.uk](http://www.fsa.gov.uk).
- 3.2 The language of this agreement is English. All information we provide you and all communications between you and us shall be in English.
- 3.3 The WWS Cheque Account, the WWS Executive Gold Account and the WWS Executive Platinum Account are all current accounts and their main characteristics include the ability to make payments from your account and to deposit money into your account. The other features of these accounts are detailed below. We will charge you for the supply of these accounts. Please see the account specific terms and conditions for more information about the monthly subscription we charge you for the WWS Cheque Account, the WWS Executive Gold Account and the WWS Platinum Account.
- 3.4 For charges payable on accounts, please refer to the Payment Services Schedule.
- 3.5 The WWS savings accounts are savings accounts and their key features include instant access to your money and no charge for withdrawals. We do not make any charges for our savings accounts.
- 3.6 Charges may be made for some additional services. We will provide you with written details of all charges once you have opened your account. All our charges are set out in the Banking charges leaflet as defined in the Payment Services Schedule.
- 3.7 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 these products/ services.
- 3.8 We can take money out of your account to cover:
- (a) each withdrawal;
  - (b) each cheque and any other item which is paid into your account but is later returned to us unpaid;
  - (c) the interest which you have to pay us on any overdrawn amount;
  - (d) any charge which you owe us on your account; and
  - (e) subject to any limits on your liability set out in this Agreement or any conditions governing a Payment Instruction, any loss or expense we suffer in connection with your account.

We may do any of these if your account is in credit or overdrawn or if it goes overdrawn because of the amount that we take out of your account.

### 4. Interest

- 4.1 We display the current rates of interest paid or payable on accounts in our WorldWide Service branch and in the Banking charges leaflet and on our website ([www.lloydstsb-offshore.com/wws](http://www.lloydstsb-offshore.com/wws)). We can vary the rates at any time in accordance with clause 4.7 below. The new rates and their effective dates will be displayed.
- 4.2 We calculate interest on the basis of the cleared credit or debit balance in your account at the end of every day.
- 4.3 If the interest payment date is not a Working Day, interest is paid on the next Working Day.
- 4.4 You can ask us to credit the interest to the account, or to another account in your name at the same branch.
- 4.5 For information about our interest rates call +44 (0)20 7839 2099 or visit [www.lloydstsb-offshore.com/wws](http://www.lloydstsb-offshore.com/wws).
- 4.6 If required by current tax legislation, interest will be paid after deducting income tax at the appropriate rate (this is the net rate of interest). We reserve the right to pay interest at the net rate on all accounts, even if you do not have to pay income tax, but you may be able to reclaim it from the tax authorities.
- 4.7 We may change our interest rates:
- (a) If the change is to your advantage, we may make the change at any time and without prior notice to you. We will, however, notify you afterwards by putting a notice on our website ([www.lloydstsb-offshore.com/wws](http://www.lloydstsb-offshore.com/wws)) or in newspapers (at the moment we usually use the Daily Telegraph and The Independent).
  - (b) If a change to be made is to your disadvantage, we will notify you personally, at least two months before the change is to take place, by letter, email, text, statement inserts or messages or in any other way which is sent to you individually.

You can also find out about any rate change by calling our Offshore PhoneBank service.

## 5. About overdrafts

- 5.1 An "overdraft" is where we lend you money when you would not otherwise have available funds to make a payment out of your current account. The "available funds" is the amount you can use to make payments out of your account each day. This will be: (a) the cleared credit balance on your account plus the amount of any Planned Overdraft (the overdraft limit); less (b) the amount of card payments we have authorised but not yet taken from your account.
- 5.2 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.
- 5.3 Overdrafts are always repayable 'on demand'. This means that we can ask you to repay your overdraft (and any interest or charges) at any time, even if we have agreed a period for the overdraft with you. We can also reduce your overdraft limit at any time. If we demand repayment or reduce your limit, this will usually be due to a change or anticipated change in your personal circumstances. If we can reasonably do so without prejudicing our interests, including our regulatory position, we will give you at least two months before making the change.
- 5.4 A "Planned Overdraft" is an overdraft up to an agreed overdraft limit that we may agree to taking into account your personal circumstances, and which you arrange with us in advance so as to increase the available funds in your account. We will send you a letter setting out the terms of any Planned Overdraft, including how long the Planned Overdraft will apply. If no period is specified in that letter, then your Planned Overdraft will be for 12 months and we may at our discretion agree to keep renewing it for further periods, which will also be for 12 months unless we tell you otherwise.
- 5.5 If you try to make a payment out of your account (for example, by card, Direct Debit or cheque) for which you do not have available funds, we will treat this as a request for an "Unplanned Overdraft", or for an increase in your Unplanned Overdraft if you already have one, and will consider whether we agree to your request taking into account your personal circumstances. We will not be liable to you if we do not agree to give you an Unplanned Overdraft or increased Unplanned Overdraft.
- 5.6 When your account goes into Unplanned Overdraft (but not when we increase one you already have), we will write to tell you we have agreed to it and our charges for considering and agreeing to your request, but we will ignore any Unplanned Overdrafts which are repaid by the end of the day. We only provide Unplanned Overdrafts for a limited period and we will write to tell you when you must repay one. Your Unplanned Overdraft will in any case end as soon as you have available funds again in your account (but this does not stop you requesting a new Unplanned Overdraft in future).
- 5.7 The amount you have to pay for an overdraft depends on whether it is a Planned Overdraft or an Unplanned Overdraft. The interest rates and charges that apply are set out in our Banking charges leaflet and on our website.
- 5.8 Where you do not have available funds to make a payment and we do not agree to your request for an Unplanned Overdraft or increased Unplanned Overdraft, you will not be able to make that payment. We will write to tell you we have declined your request, and our charges for considering the request, dealing with the other bank and telling you about this service.
- 5.9 We ask that you make regular payments into your account.
- 5.10 You will be given at least 14 days' notice on your statement before charges and interest payments are taken. Once added to your account they will attract interest unless your account is in credit.

## 6. Amendments to these terms and conditions

- 6.1 We may amend any of these terms and conditions on giving two months' notice to you, either online or in a letter. Some reasons for this might include to:
- (a) make a change to your benefit, or not affecting your rights or obligations;
  - (b) meet legal or regulatory requirements;
  - (c) correct errors, omissions, inaccuracies or ambiguities;
  - (d) deal with reorganisations within our group;
  - (e) cover service differences for new computer or other processes;
  - (f) bring us in line with market practice; or
  - (g) reflect developments we wish to make to your account and changes in customer demand or requirements.
- 6.2 You can request a copy of the latest terms and conditions from your branch, or download a copy from the website [www.lloydstsb-offshore.com/wws](http://www.lloydstsb-offshore.com/wws).

## 7. About cancelling or terminating this contract

- 7.1 If you are not happy with your choice of account within 14 days of opening your account, we will help you move to another of our accounts or return any deposits you have made with any earned interest to you. We will also refund the WWS current account monthly subscription if you have had to pay it.
- 7.2 After the 14 day period, you have the right to end your contract for the product(s) and service(s) at any time. If you cancel or end the contract you must pay any money you owe to us.
- 7.3 In order to cancel or end the contract please write to us at: Customer Service Centre, Department 19-96, Peveril Buildings, Douglas, Isle of Man, IM99 1JJ.
- 7.4 If you use a Planned Overdraft before you cancel we will not charge you for its use unless we have agreed one, in excess of any interest free Planned Overdraft facility available on the account, with you. In this event, you will be made aware of the interest rate for the overdraft at the time we agree to offer you that facility.
- 7.5 Our contract will continue to apply if you do not cancel.
- 7.6 Please refer to the Payment Services Schedule for additional terms relating to terminating this Agreement.

## 8. About disputes in relation to this contract

- 8.1 English law applies to our discussions about this product(s) and to this contract.
- 8.2 If you want to make a complaint about this contract or the service that you are receiving from us, please contact us in the first instance at: Lloyds TSB WorldWide Service, 1 Waterloo Place, PO Box 349, London SW1Y 5NJ. Alternatively, you may contact us on 08457 301 996 (from the UK) or +44 20 7839 2099 (from overseas).
- Please give full details of your complaint and how you think we can help. We will ensure that we acknowledge your complaint in writing within five Working Days of receipt and keep in contact until all enquiries are completed. Within four weeks we will write to you again with our final response, or explain why we need more time to respond. We will send you our final response within eight weeks (if not already sent) or keep in contact until we have provided it.
- We aim to resolve all complaints as quickly as possible. However, if you are not satisfied with the response you receive, we will explain the other options available to you. For full details of our complaints procedure, please ask a member of staff for a copy of our brochure 'How to voice your concerns' (OB905) or request a copy by writing to us at the above address, or download a copy from our website at [www.lloydstsb-offshore.com/wwws](http://www.lloydstsb-offshore.com/wwws).
- 8.3 If a dispute cannot be resolved by our internal complaints procedures, you will be entitled to make a complaint to the Financial Ombudsman Service: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), 0845 080 1800.
- 8.4 If a dispute cannot be resolved by our internal complaints procedures or by the Financial Ombudsman Service, the English courts will have jurisdiction to hear a dispute.

## 9. Not Ordinarily Resident

- 9.1 A 'Not ordinarily resident declaration' (form 10488) will be required if you are claiming non-resident status.

# Terms and Conditions

## published 1 November 2009

### Current accounts:

#### WWS Cheque Account

1. The opening of a WWS Cheque Account depends on our assessment of your circumstances and you must be 18 or over to apply.
2. You can apply to open an account with £1 or more.
3. We pay monthly interest on the 9th of each month.
4. We charge a monthly subscription for this account, currently this is £6. A charging cycle runs from the 10th of one month to the 9th of the next. The monthly subscription will therefore be automatically debited from your WWS Cheque Account on the 9th of the month.

#### WWS Executive Gold Account

1. The opening of a WWS Executive Gold Account depends on our assessment of your circumstances and you must be 18 or over to apply.
2. You can apply to open an account with £1 or more.
3. We pay monthly interest on the 9th of each month.
4. We charge a monthly subscription for this account, currently this is £10, unless you maintain a balance above the subscription waiver limit which is currently £2,500. A charging cycle runs from the 10th of one month to the 9th of the next. The monthly subscription will therefore be automatically debited from your WWS Executive Gold Account, if applicable, on the 9th of the month.

#### WWS Executive Platinum Account

(Please note that this account is closed to new customers)

1. We pay monthly interest on the 9th of each month.
2. We charge a monthly subscription for this account, currently this is £12, unless you maintain a balance above the subscription waiver limit which is currently £5,000. A charging cycle runs from the 10th of one month to the 9th of the next. The monthly subscription will therefore be automatically debited from your WWS Executive Platinum Account, if applicable, on the 9th of the month.

### Savings accounts:

#### WWS Instant Access Account

(including, with effect from 9am (UK time) on 2 November 2009, the former WWS 90 Day Account)

1. You can apply to open an account with £1 or more.
2. We pay monthly interest on the 9th of each month. If you are a former WWS 90 Day Account customer we can also pay interest annually on 9 December.
3. Withdrawals by standing order or Direct Debit are not permitted on this account.

#### WWS 90 Day Account

(before 9am (UK time) on 2 November 2009)

1. You can apply to open an account with £1 or more.
2. We pay monthly interest on the 9th of each month and annual interest on 9 December.
3. Withdrawals by standing order or Direct Debit are not permitted on this account.
4. You must give us 90 days' notice of your wish to withdraw money.
5. With effect from 9am (UK time) on 2 November 2009, all WWS 90 Day Accounts will become WWS Instant Access Accounts.

### **WWS Gold Savings Account**

1. You can open an account with £2,500 or more.
2. We pay quarterly interest on 9 March, 9 June, 9 September and 9 December, and annual interest on 9 April.
3. Withdrawals by standing order or Direct Debit are not permitted on this account.

### **WWS Executive Gold Savings Account**

1. You must be a WWS Executive Gold Account holder to be entitled to a WWS Executive Gold Savings Account. You can open an account with £10,000 or more.
2. We pay monthly interest on the 9th of each month and annual interest on 9 December.
3. Withdrawals by standing order or Direct Debit are not permitted on this account.

# Payment Services Schedule

## 1. Definitions and interpretation

1.1 In this payment services schedule, the following expressions have the following meanings.

**"Account"**: Any WorldWide Service account held with us at 1 Waterloo Place, London, SW1Y 5NJ.

**"Account Conditions"**: The terms and conditions governing an Account.

**"Agreement"**: Your agreement with us which is made up of:

(a) your application for the Account;

(b) the Account Conditions;

(c) this Payment Services Schedule;

(d) the Banking charges leaflet; and

(e) any other contractual document relating to the Account that you and we agree, from time to time, shall form part of the agreement between you and us.

**"Banking charges leaflet"**: Either the Banking charges leaflet (OB910) or the interest rate sheet (OB656A) for the Account in question or such other document as we introduce to replace either or both of them.

**"European Payment Instruction"**: A Payment Instruction where the payer and the Payee are both in the European Economic Area.

**"Payment Services Schedule"**: This schedule for payment services.

**"Payee"**: A person to whom you make a payment.

**"Payment Instruction"**: Any instruction to us by you or a Payee requesting the execution of a Payment Transaction.

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

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

**"We, us and our"**: Lloyds TSB Bank plc, registered in England number 2065 with registered office at 25 Gresham Street, London EC2V 7HN and its successors and assigns.

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

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

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

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

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

## 2. Introduction

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

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

## 3. About Us

3.1 Your Account will be with the branch or office to which you apply to open your Account. For any questions relating to this Payment Services Schedule, the Agreement or your Account, please contact us.

3.2 Our contact address for the purpose of this Payment Services Schedule is Lloyds TSB Worldwide Service, 1 Waterloo Place, P.O. Box 349, London SW1Y 5NJ.

## 4. Use of the payment service

### 4.1 Main characteristics of the payment service

We describe the payment services available on an Account in the Account Conditions.

### 4.2 Information to be provided for execution of Payment Instruction

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

(a) Payee's bank sort code and account number; or,

(b) where applicable, the Payee's SWIFT number, bank identifier code (BIC) and international bank account number (IBAN), or other relevant account number, and such other information, if any, as we may ask you for, from time to time.

### 4.3 Spending limits on a Payment Instrument

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

## 5. Payment Instructions from you

### 5.1 Payment Instructions from you and cut-off times

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

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

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

5.1.4 We will execute a Payment Instruction in Sterling where the payer and the Payee are both in the United Kingdom or a European Payment Instruction in Euros received electronically from you so that the amount to be transferred reaches the Payee's bank:

(a) if we receive the instruction from you on or before 31 December 2011, no later than the end of the third Working Day after we receive your instruction; or

(b) if we receive the instruction from you on or after 1 January 2012, no later than the end of the next Working Day after we receive your instruction.

5.1.5 We will execute a Payment Instruction in Sterling where the payer and the Payee are both in the United Kingdom or a European Payment Instruction in Euros received in paper from you so that the amount to be transferred reaches the Payee's bank:

(a) if we receive the instruction from you on or before 31 December 2011, no later than the end of the fourth Working Day after we receive your instruction; or

(b) if we receive the instruction from you on or after 1 January 2012, no later than the end of the second Working Day after we receive your instruction.

5.1.6 We will execute a European Payment Instruction other than the types described in paragraphs 5.1.4 or 5.1.5 no later than the end of the fourth Working Day after we receive your instruction.

5.1.7 For reasons beyond our control, a Payment Instruction that is not a European Payment Instruction may take longer to reach the Payee's bank than the time periods stated in paragraphs 5.1.4, 5.1.5 or 5.1.6.

### 5.2 Withdrawing consent to a Payment Transaction

Once we receive your Payment Instruction, you cannot withdraw your consent to the payment except in the following circumstances:

(a) in the case of a Direct Debit payment, if you inform us in writing that you withdraw your consent before the end of the Working Day preceding the day on which your Account is to be debited; or

(b) where a specific day has been agreed for execution, if you inform us in writing that you withdraw your consent before the end of the Working Day preceding the agreed day for execution.

### 5.3 Consent and withdrawal of consent

We will not execute a Payment Transaction unless you give your consent before the execution of the Payment Transaction. The way in which you must give your consent will depend on the Payment Instrument or procedure.

- (a) For transactions initiated by written instructions, you must give your consent by letter.
- (b) For any other Payment Instrument or procedure linked to the Account, such as by facsimile transmission, the method and form of consent as we agree with you in the Account Conditions from time to time.

For the avoidance of doubt, we do not accept Payment Instructions or consent or withdrawal of consent to a Payment Transaction by email.

### 5.4 Receipt of Payment Instructions

Where you give us a Payment Instruction for execution on a specific day, you agree that we will be deemed to receive the Payment Instruction on the day on which you have told us you want us to execute it, even if you have sent us the Payment Instruction in advance.

### 5.5 Our refusal of a Payment Instruction

5.5.1 We have the right to refuse to carry out a Payment Instruction if it is reasonable for us to do so, for example if you are in breach of the Agreement, or we (or the systems we use) reasonably suspect the Payment Instruction is fraudulent.

5.5.2 If we have declined any Payment Instruction, you may contact us.

5.5.3 If we have declined a Payment Instruction, we will tell you as soon as reasonably practicable why the Payment Instruction was declined. We will be excused from notifying you where it would be unlawful to do so or where reasonable security measures dictate.

5.5.4 If the reason for our declining the Payment Instruction was based on incorrect or incomplete information, we will tell you what needs to be done to correct that information. We may charge you for such notification if the refusal is objectively justified.

### 5.6 Your revocation of Payment Instructions

5.6.1 In the case of a Payment Transaction initiated by or through a Payee, you may not revoke the Payment Instruction after transmitting the Payment Instruction or giving your consent to execute the Payment Transaction to the Payee.

5.6.2 In the case of a Direct Debit, you may not revoke the Payment Instruction after the end of the Working Day preceding the day agreed for debiting the funds from your Account.

5.6.3 Where execution of a Payment Instruction is agreed to take place on a specific day or on the last day of a certain period or on the day on which you have put funds at our disposal, you may not revoke a Payment Instruction after the end of the Working Day preceding the agreed day.

5.6.4 At any time after the time limits for revocation set out in paragraphs 5.6.1 to 5.6.3 above, the Payment Instruction may only be revoked if the revocation is:

- (a) agreed by you and us; and
- (b) in the case of a Payment Transaction initiated by or through a Payee, including in the case of a Direct Debit, also agreed with the Payee.

5.6.5 We may charge you for the revocation of a Payment Instruction.

### 5.7 Deduction of charges from amount transferred

If you are the Payee of an international payment, we may deduct our charge for the international payment from the money transferred before crediting it to your Account. Alternatively, we may deduct our charge as a separate item from the Account. If we deduct any charges under this paragraph, we will give you details in your bank statements (or by such other means as you and we agree you shall be notified) of the amount of the money we receive and of our charges for receiving the money.

## 6. Charges, interest and exchange rates

6.1 Details of all charges payable by you and any breakdown, details of all interest rates payable to you

We may charge you for payment services. Our charges are set out in the Banking charges leaflet. These charges will be in addition to any charges in respect of your Accounts. Details of our interest rates are set out in the Banking charges leaflet.

## 6.2 Changes to charges and how we notify you of such changes

We may, from time to time, change the amounts we charge you, make new or different charges and change the way that you have to pay the charges. We will, however, give you at least two months' notice before we increase a charge or introduce a charge.

## 6.3 Details of exchange rates

6.3.1 The exchange rates we apply to international payments will vary, from time to time. We will tell you the exchange rate we apply to a Payment Transaction in your statement or in a separate notification. You may, however, contact us to find out what the exchange rate will be before you give us a Payment Instruction.

6.3.2 We may change our exchange rates at any time and without notice to you. Such changes to an exchange rate will be applied immediately. Please contact us or visit [www.lloydstsb-offshore.com](http://www.lloydstsb-offshore.com) for more details relating to such changes to the exchange rate.

# 7. Communicating with you

## 7.1 Means of communication agreed for transmission of information

7.1.1 For current accounts, we will make a statement available each month if there is a Payment Transaction on the Account and will provide you with a paper statement at least once a year.

7.1.2 For savings accounts, we will make a statement available each month if there is a Payment Transaction on the Account and will provide you with a paper statement at least once a year.

7.1.3 You can ask us for a paper statement in branch, at selected Cashpoint® machines or by calling our Offshore PhoneBank service.

7.1.4 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.

7.1.5 If you print out a full statement at selected Cashpoint® machines, payments shown on that statement will not appear on your next paper statement.

7.1.6 You can ask us to send you a copy of a paper statement we have already provided but we will charge you for this.

7.1.7 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.

7.1.8 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.

7.1.9 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.

## 7.2 Notification of changes

We will notify you of changes to this Payment Services Schedule, the Account Conditions or any other part of the Agreement by paper mailings sent to you by post unless you have subscribed to our Internet Banking service, in which case we will send you a message to your Lloyds TSB Internet Banking account mailbox readable after you have accessed the Internet Banking service at <http://www.lloydstsb-offshore.com/wws/>.

## 7.3 Your contact details

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

## 7.4 Language of the Agreement

The language of the Agreement is English. All information we provide you and all communications between you and us shall be in English.

## 7.5 Your right to receive a copy of the Agreement and pre-contract information

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

## 8. Safeguards and corrective measures

### 8.1 Keeping the Payment Instrument safe

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

### 8.2 We may stop a Payment Instrument

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

- (a) the security of the Payment Instrument;
- (b) the suspected unauthorised or fraudulent use of the Payment Instrument; or
- (c) your ability to repay any credit we have or may advance to you.

### 8.3 Your liability for unauthorised Payment Transactions

#### 8.3.1 The extent of your liability for any losses you incur in respect of an unauthorised Payment Transaction:

- (a) arising from the use of a lost or stolen Payment Instrument linked to your Account, or a misappropriation of the security features in a Payment Instrument linked to your Account; or
  - (b) where you have acted fraudulently or with intent or gross negligence failed to take reasonable steps to keep safe any of the personalised security features of a Payment Instrument linked to your Account,
- are set out in the conditions governing the use of the relevant Payment Instrument.

#### 8.4 Our liability for unauthorised Payment Transactions and how to notify us of unauthorised or incorrectly executed Payment Transactions

You may be entitled to compensation for an unauthorised or incorrectly executed Payment Transaction but only if you notify us by telephone and without undue delay if you become aware of any unauthorised or incorrectly executed Payment Transaction, in any event no later than 13 months after the debit date.

### 8.5 Our liability for defective or non-execution of Payment Transactions

- 8.5.1 Where you give us a European Payment Instruction in a European Economic Area currency, we are responsible to you for the correct execution of the Payment Transaction unless the Payee's bank received the amount of the Payment Transaction in accordance with the applicable transaction period set out in paragraph 5.1 above.
- 8.5.2 Where a European Payment Instruction in a European Economic Area currency is initiated by a Payee (for example, a Direct Debit):
- (a) where you are the payer and the Payment Instruction has been correctly transmitted to us but we incorrectly transmit the Payment Transaction to the Payee, we shall refund the amount by which the incorrectly transmitted Payment Transaction exceeds the Payment Instruction and restore your Account to the state it should have been in if the defective Payment Transaction had been correctly executed; or
  - (b) where you are the Payee, our responsibility is limited to correctly transmitting the Payment Instruction to the payer's bank. If we incorrectly transmit a Payment Instruction to the payer's bank, you may request that we make immediate efforts to trace the Payment Transaction and notify you of the outcome.

## 8.6 Circumstances where we will make refunds for certain transactions initiated by a Payee

Where a Payment Instruction has been initiated by a Payee, you are entitled to a refund from us of the full amount of the payment, if:

- (a) you have requested a refund from us within eight weeks from the debit date;
- (b) the authorisation did not specify the exact amount of the Payment Transaction when the authorisation was given; and
- (c) the amount of the Payment Transaction exceeded the amount that you would reasonably have expected taking into account your previous spending pattern, the Account Conditions and the circumstances of the case (the effect of currency exchange will be disregarded for this purpose if a reference exchange rate has been used).

## 8.7 Force majeure

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

# 9. Changes in and termination of the agreement

## 9.1 Your deemed acceptance of changes to the Agreement

We may change any part of the Agreement including this Payment Services Schedule. Except where we are making a change to the Banking charges leaflet which we reasonably believe is to your benefit, we will notify you in writing at least two months before we make any change. You will be deemed to have accepted any such change, unless you notify us that you do not agree to it before the date any such change comes into effect. If you notify us that you do not to accept a change, your notice will be deemed to be notice of termination of the Agreement. Unless you close the Account (and pay us any outstanding amount on the Account) before the change comes into effect, we will close the Account on the day before the change takes effect. If you owe us any money on the Account at that time, it will become immediately due and payable to us.

## 9.2 Duration of the Agreement

The Agreement will continue until terminated in accordance with paragraph 9.3.

## 9.3 Your and our rights to terminate the Agreement

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

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

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

- (a) you become unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986), admit your inability to pay your debts or become insolvent;
- (b) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to you or over all or any part of your assets;
- (c) you enter into or propose any composition or arrangement concerning your debts with your creditors (or any class of your creditors) generally;
- (d) anything similar to any of the events or circumstances stated in (a) to (c) inclusive above occurs in respect of you in any jurisdiction outside the United Kingdom;
- (e) you breach any of the material terms of the Agreement, or the material terms of any mandate or other agreement or arrangement in place between us and you; or
- (f) any other event occurs which might adversely affect in a material way your ability to comply with the Agreement.

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

# 10. Applicable law and competent courts

## 10.1 Applicable law and competent courts

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

- 10.1.2 The courts that will have exclusive jurisdiction to settle any dispute and all matters arising out of or in connection with the Agreement, including the Payment Services Schedule, shall be the courts of England and Wales.
- 10.2 Complaints and redress procedures
- 10.2.1 If you have any queries about your account or require a copy of the Agreement (or any document that makes up part of the Agreement), please contact us.
- 10.2.2 We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible. If, however, you are unhappy and would like to make a complaint please contact our Customer Service Recovery team.

We will then investigate the matter and try to reach a satisfactory conclusion. Information about our complaints handling procedures is set out in the Banking charges leaflet. A copy of our 'Voicing your concerns' leaflet (OB905) can be obtained by contacting us.

If you are not happy with our final response or if we have not concluded our investigation after eight weeks, you may be able to refer your complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. You may also refer a complaint to the Financial Services Authority, our regulator, although it will not provide direct redress to you.

## Please contact us if you'd like this in Braille, large print or on audio tape.

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Payment of interest without deduction of tax is subject to the satisfactory completion of a Declaration of Non-Residence. Such a Declaration authorises us to pay interest without deducting tax, but this does not necessarily mean tax is not payable to a relevant authority. It is the personal responsibility of depositors to discharge liability to tax arising from receipt of gross interest. If you have any doubt about your tax position you should seek specialist advice.

We are a member of the Financial Services Compensation Scheme.

- If we are unable to pay you what we owe you, you may be able to get compensation of up to £50,000 (or €50,000, if at the time that is greater) from the Scheme.
- The Scheme covers most of our savings and current accounts for individuals and small businesses in the UK and European Union, whatever the currency.

To find out more, see the Scheme's website [www.fscs.org.uk](http://www.fscs.org.uk), call them on 020 7892 7300, email them at [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk), fax them on 020 7892 7301 or write to the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

We may record and monitor calls to help us improve our service. We accept calls made through RNID Typetalk.

[www.lloydstsb-offshore.com/www](http://www.lloydstsb-offshore.com/www)