

COMMERCIAL BANKING

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# ADDITIONAL CARD TERMS

for Deputyship/Appointeeship accounts

August 2018

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**LLOYDS BANK**

## 1. Additional Card Terms for Deputyship/Appointeeship accounts

- 1.1 These Additional Card Terms apply in addition to the Relationship Terms & Conditions, the product terms and conditions applying to your Account (the Client Account Standard Agreement and Conditions or Clients' Call Account/Designated Client Account Terms and Conditions, as applicable) and any other documents that make up the agreement with you (together, the "Agreement") in relation to any account held on behalf of an Underlying Individual.
- 1.2 In the event of any conflict between one of these Additional Card Terms and a term of the Agreement, the term set out in these Additional Card Terms Conditions shall apply.

## 2. Meaning of words we use

- 2.1 Words and expressions given a special meaning in the Relationship Terms & Conditions or product terms and conditions have the same meaning in these Additional Card Terms, except where indicated otherwise below.

**Account** an account held by us in your name(s), which holds funds beneficially owned by a Underlying Individual

**ATM** a cash machine allowing an Authorised User to withdraw funds from an Account.

**Authorised User** any Underlying Individual to whom a Card is issued and who is authorised by you to use it.

**Business** a corporate or unincorporated body, sole trader or partnership in whose name we maintain an Account and who is named in the application form for the Account.

If the Business is not a body corporate and consists of two or more persons, this definition means all or any of them. Their liability will be joint and several, which means each person will be jointly an individually liable.

**Card** a Debit Card issued under this Agreement, including any renewal or replacement Card.

**Card Transaction** a Debit Card Transaction, Cash Machine Transaction, Counter Transaction or any other transaction we say you can make using your Card or Card number.

**Cashback** use of the Card to obtain cash from a Retailer who has agreed to accept the Card alongside a purchase from that Retailer – a service often provided in supermarkets, for example.

**Cash Machine Transaction** use of a Card and PIN to obtain cash from an ATM that is operating and accepts the Card.

**Counter Transaction** use of the Card and PIN to obtain cash from a counter in a branch of Lloyds Bank, or other banks where possible. If you hold an eligible Card, this may include use of Post Office® branches where counter services are available.

**Debit Card Transaction** use of the Card or the Card number to make or authorise any payment to a Retailer who has agreed to accept the Card – for example, when you use it to pay for goods or services or for Cashback.

**Payment Scheme Exchange Rate** the foreign-exchange wholesale rate set by VISA and applied to Card Transactions in foreign currencies to convert them to sterling.

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

**Security Code** the last three digits on the signature strip on the reverse of a Card.

**Security Details** details or security procedures that an Authorised User must follow or use to make an instruction, or confirm their identity – for example a PIN, or biometric data such as a fingerprint.

**Strong Authentication** verification of a user's identity using two factors based on possession, knowledge or something that is unique to you, like a fingerprint.

**Underlying Individual** a customer on whose behalf you operate the Account through a Deputyship/Appointeeship arrangement.

**we/us/our/the Bank** Lloyds Bank plc.

**you/your** the organisation or Business named in the application for the Debit Card

## 3. Your Account

- 3.1 You must ensure that you only allow appropriate Authorised Users to use this Account.
- 3.2 Clause 1.12 of the Clients' Call Account/Designated Client Account Terms and Conditions does not apply to the Account.

## 4. Authorised Users and Your Obligations

- 4.1 We may issue a Card (and issue or agree related Security Details) for use by an individual you nominate as an Authorised User on the Account, provided that the individual is eligible.
- 4.2 You are liable for all use of the Card by an Authorised User and all amounts that arise from the use of a Card by an Authorised User or that we incur regarding such use.
- 4.3 This includes any use in breach of this Agreement – which we are not obliged to prevent – that may be debited to the Account unless otherwise agreed in the Account conditions.
- 4.4 You must ensure that:
  - a. each Authorised User signs their Card as soon as they receive it;
  - b. each Authorised User is aware of these Additional Card Terms and complies with the User Guide;
  - c. you and all Authorised Users follow any instructions we give regarding the safekeeping of a Card, Card details and Security Details; and
  - d. neither a Card nor the Card details are used for any illegal purpose.
- 4.5 All Cards belong to us. If we ask for a Card back or cancel it, you must ensure it is not used again and you must return it immediately, cut in half across the black stripe or through the smartcard chip. A person acting for us may take or retain the Card on our behalf.
- 4.6 A Card is only valid for the time period printed on it. You must ensure it is not used outside that period.
- 4.7 At any time we may cancel or suspend the use of a Card if we reasonably suspect:
  - a. its fraudulent or other misuse; or
  - b. that any security requirements relating to the use of the Card, Card details or Security Details have been compromised.
- 4.8 We may also cancel or suspend the use of a Card if we are required to do so by the order of any court, a direction or decision of a regulator or any other legal or regulatory requirement. If we do cancel or suspend the use of a Card, we will tell you as soon as possible unless the law prevents us from doing so or we reasonably believe it would undermine our security measures.
- 4.9 When a Card expires, or is lost or stolen, we may provide you with a new Card.
- 4.10 From time to time you may ask us to issue Cards to new Authorised Users on forms we provide for this purpose. You may also terminate an Authorised User's authority to use a Card. If you do so, you must destroy the Authorised User's Card by cutting it in half across the black stripe or through the smartcard chip.

## 5. Security Details

- 5.1 You must ensure that Authorised Users take all reasonable steps to keep the Card and Security Details safe and in particular that they comply with the following:
  - a. On receiving a PIN or other written Security Details, the Authorised User must memorise the number and then destroy the slip on which it is printed.
  - b. An Authorised User must keep their Security Details secret and not let anyone else know them, or use them.
  - c. An Authorised User must never write Security Details on their Card or on anything they ever keep with the Card.

## 6. Chip Cards

- 6.1 Any programs and data held on an integrated circuit within a Card are our private property. It is a criminal offence to obtain unauthorised access to a program or data in the chip, or to make unauthorised modifications to the chip's contents.

## 7. Card Transactions

- 7.1 A Card can be used to make withdrawals and Debit Card Transactions from your Account through the various facilities we make available to you. If the service is available, it may also be possible to use the Card to make deposits into your Account. When using a Card for a Card Transaction, the Card Transaction will be properly authorised:
  - a. by the Authorised User using the Card or Card Details together with the Security Details, and where appropriate using any "Proceed", "Enter" or similar key; or
  - b. by the Authorised User signing a receipt for the Card Transaction.

- 7.2 We will show Card Transactions on the statement we provide or make available for your Account. We recommend you check your statement regularly. If an entry seems wrong, you should tell us as soon as possible so we can sort it out. Delay in telling us may make correcting any error difficult. If we need to investigate a Card Transaction on your Account, you and any Authorised User should co-operate with us and the police, if we need to involve them. In some cases, we will need you and an Authorised User to give us confirmation or evidence that a Card Transaction has not been authorised. In addition to checking statements, you should tell us as soon as possible by phoning us on **0345 300 6699** if you or an Authorised User becomes aware of a Card Transaction that has not been authorised.
- 7.3 Authorised Users may use their Cards to withdraw cash of up to £700 per day (if funds are available) from ATMs in the UK as well as banks and bureaux de change showing the VISA sign abroad. If a Card is used to withdraw cash from another bank, ATM operator or bureau de change, they may make a handling charge. ATM limits may also apply.
- 7.4 When a Card is used to withdraw cash from an ATM or from within a Bank branch at a counter, we will debit that amount, plus any handling charge imposed by the operator, from your Account. This applies whether or not the Account is already overdrawn or becomes overdrawn as a result.
- 7.5 A Retailer, ATM operator or other third party may contact us, or an agent acting for us, for confirmation – or ‘authorisation’ – that we will pay a Card Transaction. We have the right to refuse authorisation for a particular Card Transaction if this is reasonable. Examples include if you are in breach of these Additional Card Terms; or we (or the systems we use) reasonably suspect the Card Transaction is fraudulent. If authorisation is given, that Card Transaction will immediately reduce the available funds on your Account. If a Card Transaction is declined, you may contact us on **0345 072 5555** from 7am to 8pm Monday to Friday (excluding Bank Holidays) and from 9am to 2pm on Saturdays.
- 7.6 If we have declined the Card Transaction we will, where reasonably possible, tell you why. If the reason for our declining the Card Transaction was based on incorrect information, we will agree with you what needs to be done to correct it.

## 8. Incorrect Transactions

- 8.1 If we incorrectly apply, or omit to apply, a Card Transaction to your Account, we will correct our act or omission and refund to you any interest and charges you have directly incurred on your Account that would not have been incurred had we applied the Card Transaction correctly.
- 8.2 You must tell us as soon as possible after you become aware of any incorrect Card Transaction on your Account.

## 9. Overdraft

- 9.1 Clause 20.3 of the Client Account Standard Agreement and clause 4.5 of the Clients' Call Account/Designated Client Account Terms and Conditions (as applicable) do not apply to the Account.
- 9.2 Overdrafts are not permitted on the Account and you must ensure that the Account has sufficient balance.

## 10. Charges

- 10.1 Full information on our charging and interest rates is set out in our Charges brochures and on our website at [lloydsbank.com/business](http://lloydsbank.com/business) (refer to “Rates and Charges”). At any time we are entitled to alter our charges, by giving notice in line with clause 16.1.

## 11. Acceptance of your Card

- 11.1 We are not liable if a Retailer, service provider, bank or ATM or other machine does not accept your Card.

## 12. Lost or stolen Cards

- 12.1 If a Card is lost, stolen, misused or likely to be misused for any reason at all, or if someone else discovers the Security Details, then as soon as possible the relevant Authorised User or you must phone **0800 096 9779** if you're in the UK or, if you're abroad **+44 1702 278 270** (24 hours). We may ask you to send us written confirmation within seven days.

## 13. Liability for losses

- 13.1 Unless we can show that you or an Authorised User have acted fraudulently or have not taken all reasonable care to keep a Card or Security Details safe and in line with our security requirements, you will not have to pay anything for the use of a Card or Card details that:
- are used before the Card or Card details are received by the Authorised User; or
  - are lost or stolen, or liable to misuse, provided you tell us as soon as you become aware of such loss or theft or that they may be misused.
- 13.2 Unless we can show that you or an Authorised User have acted fraudulently, you will not have to pay anything for the unauthorised use of a Card or the Card details where the cardholder does not need to be present or where the Security Details were not required.

- 13.3 If we are not required to refund (for example because you acted fraudulently), you or an Authorised User will be responsible for all losses arising out of or in connection with unauthorised Card Transactions.
- 13.4 Otherwise, we will refund to the Account the amount of an unauthorised Card Transaction. We will also refund any interest charged for that Card Transaction and any charges directly incurred on the Account that would not otherwise have been incurred.
- 13.5 Both you and the relevant Authorised User must cooperate fully with us, our agents or the police in investigating any loss, theft or possible misuse of a Card, Card details or disclosure of the Security Details and in recovering a missing Card. If we suspect that a Card or any of the Security Details have been lost or stolen or are liable to misuse, we may take whatever steps we think necessary to deal with the risks.
- 13.6 We may also pass on any information we think appropriate to other banks, to VISA outlets or anyone else who accepts a Card as a means of payment or withdrawal, or to the police or other authorities or any other relevant third party.
- 13.7 If a Card is found after we have been told it is missing, it must not be used. You should destroy it immediately by cutting it in half across the black stripe or through the smartcard chip.

## 14. Card Transactions

- 14.1 You cannot change or cancel a payment instruction you have asked us to make immediately (including payments by Card) but you can cancel recurring Card Transactions or other transactions you have asked us to make on a future date. To do this, you must tell us by the end of the last Business Day before the payment is due to be made.
- 14.2 If you wish to cancel or change a recurring Card Transaction (or if your Account or Card details change), you should also tell the business or organisation you're making the payment to, so they can cancel or change it as well.
- 14.3 By cancelling a recurring Card Transaction, you will have withdrawn authorisation for future transactions. We will treat any future Card Transactions made under that arrangement as unauthorised.
- 14.4 It may be that an Authorised User carries out a Card Transaction with a Retailer and:
- the Authorised User authorised the Card Transaction without knowing its exact amount; and
  - the actual amount of the Card Transaction exceeded the amount that the Authorised User could reasonably have expected taking into account their previous spending pattern, these Additional Card Terms and any other circumstances relevant to that Card Transaction.
- 14.5 If so, you may request a refund of that Card Transaction but you must make any such request within eight weeks of the Card Transaction being debited to the Account. You must give us all reasonable information we require to enable us to decide whether you are entitled to a refund.

## 15. Ending these Additional Card Terms

- 15.1 You may end these Additional Card Terms at any time by writing to us and enclosing all Cards issued on the Account, cut in half across the black stripe or through the smartcard chip.
- 15.2 Subject to clause 15.3, we may end these Additional Card Terms at any time by giving you two months' written notice.
- 15.3 At any time, we may end these Additional Card Terms immediately by giving you written notice on the occurrence of any of the circumstances set out in clause 14 of the Relationship Terms & Conditions.
- 15.4 After these Additional Card Terms come to an end:
- we can go on deducting the amount of any Card Transactions from your Account; and
  - if you have given instructions to a Retailer that allow it to process Card Transaction debits from time to time, you are responsible for cancelling those instructions yourself directly with the Retailer.

## 16. Variation

- 16.1 Subject to clause 16.2, we will notify you in writing at least two months before we make any change to these Additional Card Terms. You will be regarded as having accepted the change if you do not notify us to the contrary before the date the change comes into effect. However, if you do not accept the change:
- you can end these Additional Card Terms at any time before the change comes into effect; or
  - our notice of the change will be regarded as notice of termination given under clause 15.2. These Additional Card Terms will terminate the day before any change comes into effect.
- 16.2 We may change these Additional Card Terms (and the User Guide) at any time to reflect changes in law, regulation or codes of practice that apply to us or the way we are regulated. Wherever possible, we will give you at least two months' notice of such changes in line with clause 16.1. If this is not possible, we will give you as much notice as we reasonably can.

## Find out more

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 Go to [lloydsbank.com/business](https://lloydsbank.com/business)

 Visit your local branch

Please contact us if you'd like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can use Text Relay (previously Typetalk) or if you would prefer to use a Textphone, please feel free to call us on 0345 601 6909 (lines open 7am-8pm Monday to Friday and 9am-2pm Saturdays.)

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### Important Information

Your call may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration number 119278.

We adhere to the Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS). Please note that due to FSCS and FOS eligibility criteria not all Business customers will be covered.



**LLOYDS BANK**

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