

Savings

# Lend a Hand savings account

Terms and conditions



# Terms and conditions

This Account is not covered by the Lloyds TSB Personal Banking Terms and Conditions. All terms relating to this Account are set out below.

Some of the words in these terms and conditions have a special meaning which is set out below:

<b>Account</b>	means this Lend a Hand Savings Account you hold with us;	<b>Tracker Rate</b>	means the interest rate payable following the Fixed Interest Rate End Date being a variable rate set at 0.50% below Base Rate. The Tracker Rate will not fall below 0.1% AER/Gross;
<b>Account Closure Date</b>	means the date the Account is closed;	<b>Lend-a-Hand Mortgage</b>	means the mortgage entered into by the Borrower securing the Loan;
<b>Account Opening Date</b>	means the date the Account is opened;	<b>Loan</b>	means the Loan to the Borrower secured by the Lend a Hand Mortgage;
<b>AER</b>	means the Annual Equivalent Rate. AER illustrates what your interest rate would be if interest was paid and compounded each year and allows you to easily compare different offers;	<b>Net</b>	means the rate of interest which would be payable after allowing for the deduction of income tax at the rate specified by law;
<b>Bank Business Day</b>	means any day (except Saturdays, Sundays and bank holidays) on which we are open for normal business;	<b>Nominated Account</b>	means the account you hold with us and which you nominate to have your interest payments made into;
<b>Base Rate</b>	means the Bank of England's base rate or any other rate we substitute for it under condition 4.8;	<b>We/us/our/Bank</b>	means Lloyds TSB Bank plc, unless your Account is held with Lloyds TSB Scotland plc in which case it means Lloyds TSB Scotland plc;
<b>Borrower</b>	means the borrower(s) under the Lend a Hand Mortgage;	<b>You/your</b>	means the person in whose name the Account is held;
<b>Charge</b>	where the mortgaged property is in England or Wales this means the charge we require you to execute as a condition of the Lend a Hand Mortgage under which the Account and the Deposit are taken as security for the Loan;		
<b>Deposit</b>	means funds in your Account;		
<b>Fixed Interest Rate End Date</b>	means the date 42 months after the Account Opening Date from which the interest rate payable on your Account will be the Tracker Rate;		
<b>Fixed Interest Rate Gross</b>	means 2.67% Gross; rate is the contractual rate of interest payable before the deduction of income tax at the rate specified by law;		
<b>Guarantee and Deposit Agreement</b>	where the charged property is in Scotland, this means the guarantee and deposit agreement we require you to execute as a condition of the Lend-a-Hand Mortgage;		
<b>Initial rate period</b>	means the initial three year fixed interest rate period of the Lend a Hand Mortgage;		

## 1 What is the Lend a Hand Savings Account?

It is a savings account with a fixed rate of interest for 42 months, followed by the Tracker Rate.

**Subject to condition 10.2, you may not withdraw any funds from your Account or pay any funds into your Account after the Account Opening Date. The funds will be paid to you on the Account Closure Date.**

**We require you to execute a Charge (or a Guarantee and Deposit Agreement if the Account is taken as security for a charge over property in Scotland) which will give us rights to use the money in the Account to repay the Loan if the Borrower defaults in their payments to us.**

## 2 Availability and Eligibility

- 2.1 The Lend a Hand Savings Account is only available where a Charge or Guarantee and Deposit Agreement is executed by you in conjunction with a Lend a Hand Mortgage.
- 2.2 To be eligible to open an Account you must be aged over 18 and resident in the UK.
- 2.3 You can only make one Deposit into your Account and this must be made in cleared funds from an eligible Lloyds TSB personal current or savings account by way of internal transfer as part of account opening. We only accept the Deposit from accounts held in your personal capacity, so for instance, we will not accept deposits or open Accounts for businesses or trustees or organisations. We will notify you of the amount required for the Deposit prior to you opening the Account.
- 2.4 To open the Account you must hold (or designate) a Nominated Account.
- 2.5 The Account may not be held in the name of more than two people.

## 3 Before opening an account

Before opening your Account, we may take up references or otherwise satisfy ourselves of your identity and eligibility for the Account. We can refuse to open an Account or accept the Deposit, without giving any reason.

## 4 Interest

- 4.1 We will pay interest monthly until the Fixed Interest Rate End Date at the Fixed Interest Rate.
- 4.2 From the working day following the Fixed Interest Rate End Date we will pay interest on the Account at the Tracker Rate.
- 4.3 We calculate interest on the Account on a daily basis. This means that the interest we pay each month will vary according to the number of days in the month.
- 4.4 Interest will be paid Net to your Nominated Account. If you close your Nominated Account another account with us must be designated as your Nominated Account.
- 4.5 When your account is at the Tracker Rate and there is a change in the Base Rate we will change the interest rate payable on your Account on the same day.

4.6 When we change the interest rate under condition 4.5, we will include details on our website [www.lloydstsb.com](http://www.lloydstsb.com) and we will give notice of the change as follows: to the extent this is required by our regulator we will put notices in a selection of national newspapers (including the Daily Telegraph, Daily Record and The Sun) and our branches within three working days of making the change or by telling you personally within 30 days of making the change.

4.7 When we will tell you personally about the change we can do this by letter, email, text, statement inserts or messages or in any other way which is sent to you individually.

4.8 We may specify a new rate as the Base Rate if:

- (a) the Bank of England's Base Rate ceases to exist or ceases to be widely used as a basis of setting interest rates in the United Kingdom; or
- (b) any other rate which we have previously specified under this condition ceases to exist or ceases to be widely used as a basis for setting interest rates in the United Kingdom.

We will, if possible, give you at least 60 days' notice of any new rate of interest which we specify under this condition. The new rate will be one which is set by a central bank or monetary authority and is (or in our reasonable opinion, will shortly become) widely used as a basis for setting interest rates in the United Kingdom.

4.9 Money paid into your Account will start to earn interest on the day we receive it.

4.10 Money in your Account will earn interest up to, but not including, the day of closure.

## 5 The Charge and Guarantee and Deposit Agreement

5.1 Where the Account is taken as security for a mortgage over property in England or Wales, it is a condition of this Account and the Lend a Hand Mortgage that a Charge is entered into by you under which you provide the Account and the Deposit as additional security for the Loan.

5.2 Where the Account is taken as security for a Charge over property in Scotland, it is a condition of this Account and the Lend a Hand Mortgage that a Guarantee and Deposit Agreement is entered into under which you agree to guarantee the Borrower's obligations under the Loan.

5.3 The Charge or the Guarantee and Deposit Agreement will be released by us on the occurrence of the earlier of:

- (a) full repayment of the Loan in accordance with its terms; or
- (b) our providing written notice to you and the Borrower in accordance with condition 5.4.

5.4 We will release the Charge or the Guarantee and Deposit Agreement following a written request from you or the Borrower following the end of the Initial Product Period of the Loan where we are satisfied that the value of the Loan at that time expressed as a percentage of the value of the property taken as security for the Loan is or has fallen below 90%.

5.5 We may require a valuation of the property to establish the value of the property for the purposes of determining if the threshold in condition 5.4 has been met. Neither you nor the Borrower will be charged for the first valuation. There may be a charge for any subsequent valuations. Where the Borrower agrees, this charge will be added to the Loan, otherwise whoever requests the valuation is responsible for the charge. The charge for any valuation will be the standard valuation fee of the lender as at that time. Where you are responsible for the charge we will request this from you before we instruct the valuation. In conducting any valuation for these purposes we shall act reasonably but will, at our discretion, use such reasonable valuation process and method and/or instruct such valuer as we consider reasonably appropriate in the circumstances.

5.6 Where the Charge (or Guarantee and Deposit Agreement) is released before the Fixed Interest Rate End Date, on the Fixed Interest Rate End Date we will close your Account and pay the Deposit to your Nominated Account. Otherwise the Deposit will be paid to your Nominated Account when the Charge (or Guarantee and Deposit Agreement) is released.

5.7 We may also, at our discretion, release the Charge or the Guarantee and Deposit Agreement at any time by repaying the money to you.

## 6 Changes to these Conditions

6.1 We will only make changes to these terms and conditions if it is fair and reasonable to do so in all circumstances and we will give you at least 60 days' notice about any change. Where we give you notice of a change under this condition 6, the change will automatically take effect and you will be taken to have accepted the change unless you notify us that you do not agree to the change as soon as possible and in any event before the end of the 60 day period. If you do not agree to the change you can close the Account. If you notify us that you do not accept a change, we will take this notification as notification that you wish to close your Account immediately.

6.2 We cannot change your Fixed Interest Rate, the percentage below Base Rate at which the Tracker Rate is set or the guaranteed 0.1% rate under condition 6.1.

## 7 Communication

7.1 Following the Fixed Interest Rate End Date we will send you an annual statement.

7.2 If you change your name, address, email address or phone number you must let us know immediately. We will use the last details that you gave us to contact you.

7.3 When you speak to us on the phone, calls 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.

## 8 Joint customers

8.1 If two of you hold the Account, the following terms apply:

(a) Any of you can give us instructions independently of

the others on your Account. We will not normally make enquiries about the purpose of any instruction or confirm the instructions with the other joint customers.

(b) Each of you is separately responsible for complying with the terms of this Account. If any one of you does not comply with the terms, we can take action against any or all of you alone or together.

(c) We may give any information about your joint Account and the payments on it to any one of you. We can act on information about you which any of you gives us.

(d) A notice we send to one of you will count as notice to all of you.

(e) If we open an Account for you jointly and you later wish to close the Account, you must both apply to do so.

(f) If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the Account individually until the dispute is ended.

(g) When your Account is closed we may pay or transfer money we hold to any one of you.

(h) If any of you die, we may (but are not bound to) treat the remaining joint customer as entitled to all money and other assets we hold and may act on their instructions.

## 9 Authorising others to operate your Account

9.1 You may authorise someone else to operate your Account by signing a third party mandate or a power of attorney (we recommend you get independent legal advice before you do). For powers of attorney, we will need to see the signed document, or a copy certified by someone we reasonably think appropriate, such as a solicitor.

9.2 In certain circumstances, the law may require us to allow someone else to operate your Account (for example, if you become mentally incapable, bankrupt, or die) and any third party mandates or powers of attorney you have given may become ineffective. We recommend you get independent legal advice on how to prepare for these circumstances.

9.3 For security reasons, we may not make some services available to another person who is operating your Account.

9.4 We will not be responsible for an act (or failure to act) of anyone you or the law authorise to operate your Account, if we did not know or suspect he or she was acting dishonestly towards you.

## 10 Account closure

10.1 The Account will be closed and funds or balance paid to your Nominated Account on the later to occur of:

- (a) the Charge or Guarantee and Deposit Agreement being released in accordance with condition 5; and
- (b) the Fixed Interest Rate End Date.

10.2 We will close the Account and repay the Deposit to you if no Loan is advanced to the Borrower and the Lend a Hand Mortgage is not completed if you ask us to do so, otherwise the Account will remain open until the Fixed Interest Rate End Date.

- 10.3 We may close your Account without notice if there is a valid legal or regulatory reason for us to do so, or if you have provided false information to us or we have reasonable cause to suspect fraud on the part of you or anyone associated with you in relation to the Account. Provided there is no valid legal or regulatory reason against doing so we will repay your Deposit and (provided this agreement has been validly entered into) any interest when we close the Account.

## 11 Transferring rights and obligations

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

## 12 Not enforcing these terms and conditions

We may not always strictly enforce our rights under these terms and conditions. If we do this, it will be just a temporary measure and we may enforce our rights strictly again.

## 13 If you have a complaint

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

### 13.2 Step 1 – Let your usual point of contact know

Inform us of your complaint and how you think it could be resolved by:

- (a) calling into any branch;
- (b) calling us on **0845 3 000 000 (+44 207 785 7654** from overseas) 24 hours a day, 7 days a week;
- (c) textphone on **0845 300 2283**; or
- (d) contacting your Relationship Manager or Business Manager, if you have one.

We'll do all we can to resolve your complaint by the end of the next Bank Business Day. If we can't do this, we'll write to you within five Bank Business Days to tell you what we've done to resolve the problem, or acknowledge your complaint and let you know when you can expect a full response. We will also let you know the name and contact details of the person or team dealing with your case.

### 13.3 Step 2 – Follow up

To follow up your complaint with our Customer Service Recovery Centre you can:

- (a) ask the person you raised your complaint with to refer the matter to them,
- (b) write to Customer Service Recovery Centre, Lloyds TSB, 2 Brindley Place, PO Box 63, Birmingham B1 2AB.

### 13.4 Step 3 – Financial Ombudsman Service

If we haven't issued our 'final response' within eight weeks from the date you first raised your complaint, or if you are dissatisfied with our final response, you can ask the

Financial Ombudsman Service for an independent review. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us, so please take up your concerns with us first and we will do all we can to help. Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: **0845 080 1800**.

## 14 How we are Regulated

- 14.1 We lend money and offer savings, insurance and other financial services to our customers.

- (a) We are authorised and regulated by the Financial Services Authority (FSA), and licensed and regulated by the Office of Fair Trading (OFT), for these services.
- (b) We are also a member of the British Bankers' Association and follow its Banking Codes. Please see **www.bba.org.uk** to find out more, or ask us for a copy of the Banking Code. The Banking Code will be withdrawn from 1 November 2009. We will comply with the relevant regulatory rules applicable in place of the Banking Code from 1 November 2009.

- 14.2 Our OFT licence numbers:

- (a) 004685 (Lloyds TSB Bank plc) and 198797 (Lloyds TSB Scotland plc).
- (b) You can call the OFT on **020 7211 8608** to find out more.

- 14.3 Our FSA Register numbers:

- (a) 119278 (Lloyds TSB Bank plc) and 191240 (Lloyds TSB Scotland plc).
- (b) To find out more about us, see the FSA Register: **www.fsa.gov.uk** or call the FSA on **0845 606 1234**.

- 14.4 Our company details:

- (a) Lloyds TSB Bank plc (company number 2065) is a company registered with the Registrar of Companies for England and Wales. Registered office: 25 Gresham Street, London EC2V 7HN.
- (b) Lloyds TSB Scotland plc (company number SC095237) is a company registered with the Registrar of Companies for Scotland. Registered office: Henry Duncan House, 120 Georges Street, Edinburgh EH2 4LH.
- (c) To find out more about our companies, see the Registrar's website **www.companieshouse.co.uk** or call the Registrar on **0870 33 33 636**.

- 14.5 Our VAT number is 244155576.

- 14.6 Important information about our compensation arrangements.

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

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a



joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call 020 7741 4100 or 0800 678 1100.

Deposits with us are held with either Lloyds TSB Bank plc or Lloyds TSB Scotland plc. Eligible depositors have a separate limit of £85,000 for accounts in each bank.

Accounts with Lloyds TSB Bank plc include accounts in all its divisions and under trading names: Cheltenham and Gloucester (C&G), Lloyds Bank, Lloyds TSB, Lloyds TSB Agriculture, Lloyds TSB Bank, Lloyds TSB Business, Lloyds TSB Business Banking, Lloyds TSB Commercial, Lloyds Bank Corporate Markets, Lloyds TSB Corporate Markets, Lloyds TSB Private Banking and Worldwide Service. An eligible depositor's £85,000 limit relates to the combined amount in all accounts with Lloyds TSB Bank plc.

Accounts with Lloyds TSB Scotland plc include accounts in all its divisions and under trading names: Lloyds TSB Scotland Business, Lloyds TSB Scotland Business Banking, Lloyds TSB Scotland Commercial, Lloyds TSB Scotland Commercial Banking, Lloyds TSB Agriculture, Lloyds TSB Business, Lloyds TSB Business Banking, Lloyds TSB Commercial, Lloyds Bank Corporate Markets, Lloyds TSB Corporate Markets and Lloyds TSB Private Banking. An eligible depositor's £85,000 limit relates to the combined amount in all accounts with Lloyds TSB Scotland plc.

If you are unsure which bank your account is held with please check your account literature or ask at your local branch.

- 14.7 We are regulated by the Office of Communications (Ofcom). If you have a complaint, particularly in relation to our text messaging service, you may also be able to take it to Ofcom at Riverside House, 2a Southwark Bridge Road, London SE1 9HA, [www.ofcom.org.uk](http://www.ofcom.org.uk), telephone **020 7981 3040**, textphone/fax **020 7981 3043**.
- 14.8 We follow advertising codes regulated by the Advertising Standards Authority (ASA).
- (a) If you would like to complain to the ASA about any of our advertising, you can do so through their website, [www.asa.org.uk](http://www.asa.org.uk).
- (b) If you would like to find out more about the advertising codes or the ASA, please see [www.asa.org.uk](http://www.asa.org.uk), call the ASA on **020 7492 2222** (textphone **020 7242 8159**), email them at [enquiries@asa.org.uk](mailto:enquiries@asa.org.uk), fax them on **020 7242 3696** or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

## 15 Contact Details

### 15.1 General

- (a) You can write to us at Lloyds TSB Bank plc, BX1 1LT, call **0845 3 000 000** or (if you have a hearing or speech impairment) textphone **0845 300 2281**. Call costs may vary depending on your service provider. If you need to call us from abroad, or prefer not to use our 0845 number, you can call **01733 347 007**. You can also email us for certain queries by completing an 'email enquiry form' (available through the 'contact us' link on our website, [www.lloydstsb.com](http://www.lloydstsb.com)).
- (b) You can contact us using RNID Typetalk on any of our telephone numbers. If you need to be called back and would like us to call you through RNID Typetalk, please tell us when you call.

15.2 Personal information queries and requests: Please write to DSAR Unit, Lloyds TSB Customer Service Recovery, Charlton Place, C57, Andover SP10 1RE.

15.3 To tell us of a change of name or address: please visit a Lloyds TSB branch or send us a change of name/address form (which you get in branch or through our website [www.lloydstsb.com](http://www.lloydstsb.com)).

## 16 Other information

- 16.1 We will communicate with you in English.
- 16.2 Our charges will include our delivery costs (if any) and any tax you have to pay through us. You may have to pay other taxes or costs, which you do not pay us or pay through us.
- 16.3 For more information visit us at [www.lloydstsb.com](http://www.lloydstsb.com) or go to any Lloyds TSB branch.
- 16.4 We will keep a copy of this agreement, which will be available from our website or on request.

## 17 Personal information

17.1 The Lloyds Banking Group includes us 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).

## 18 Personal information that we collect

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

your accounts; and

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

- 18.2 You must not give Lloyds Banking Group companies personal information about someone else (such as a joint applicant) without first getting his or her consent for it to be used and disclosed in the ways described in conditions 17 to 22. This is because the Lloyds Banking Group company will assume he or she has consented, although the Lloyds Banking Group company may still ask for confirmation. Where you do give a Lloyds Banking Group company information about someone else, or someone else discloses a connection with you, that information may be taken into account with your other personal information.

## 19 How Lloyds Banking Group companies use your personal information

- 19.1 Lloyds Banking Group companies may use your personal information for:
- (a) providing you with services and notifying you about important changes or developments to those services;
  - (b) updating records;
  - (c) crime detection, prevention and prosecution;
  - (d) responding to your inquiries and complaints;
  - (e) administering offers, competitions and promotions;
  - (f) evaluating the effectiveness of marketing and for research, training and statistical analysis with the aim of improving services;
  - (g) assessing lending and insurance risks, and in the other ways described below; and
  - (h) Lloyds Banking Group companies may, from time to time, tell you of further ways in which your personal information may be used.
- 19.2 We and, if you have agreed, other Lloyds Banking Group companies (for this condition, 'we' includes these companies) may also contact you about services available from Lloyds Banking Group companies, and from selected companies outside the group, which we believe may interest you or benefit you financially. We may do this by post or by phone unless you have told us not to; and by email, text or other electronic means if you have told us we can or as otherwise allowed by law. You may tell us at any time if you change your mind.
- 19.3 Lloyds Banking Group companies will treat your personal information as private and confidential, but may share it with each other and disclose it outside the Lloyds Banking Group if:
- (a) allowed by this agreement;
  - (b) you consent;
  - (c) needed by Lloyds Banking Group companies' agents, advisors or others involved in running accounts and

services for you or collecting what you owe Lloyds Banking Group companies;

- (d) HM Revenue & Customs or other authorities require it;
- (e) the law or the public interest permits or requires it; or
- (f) required by Lloyds Banking Group companies or others to investigate or prevent crime.

- 19.4 Lloyds Banking Group companies may in the future wish to sell or merge their business, or any rights or interests in it. If so, they may disclose your personal information to possible buyers and their advisors so long as they agree to keep it confidential and to use it only to consider the possible sale or merger. If the sale or merger goes ahead, the buyers may use or disclose your personal information in the same way as the Lloyds Banking Group.
- 19.5 Lloyds Banking Group companies may use automated decision making systems when assessing your application, managing your borrowing and to detect fraud or money laundering.

## 20 Credit reference agencies and fraud prevention agencies

- 20.1 Lloyds Banking Group companies and other organisations may use credit reference agency ('CRA') and fraud prevention agency ('FPA') records about you:
- (a) to help make decisions, for example when:
    - (i) checking details on applications for credit and credit related or other facilities;
    - (ii) managing credit and credit related accounts or facilities;
    - (iii) recovering debt;
    - (iv) checking details on proposals and claims for all types of insurance; and
    - (v) checking details of job applicants and employees; and
  - (b) to prevent crime, fraud and money laundering.
- 20.2 Lloyds Banking Group companies, CRAs and other organisations may also use CRA records about you and those financially linked to you to:
- (a) check your credit history;
  - (b) verify your identity if you, or someone financially linked with you, applies for services;
  - (c) trace your whereabouts; and
  - (d) undertake research, statistical analysis and systems testing.
- 20.3 You will be financially linked by CRAs to any other names you use or have used, and any joint applicants. This means joint applicants' financial affairs may be treated as affecting each other, and will be revealed whenever CRAs are searched, until one of you successfully files a 'disassociation' with the CRAs.
- 20.4 If a Lloyds Banking Group company needs to make a credit decision when you apply for a service or to review the

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

- 20.5 Lloyds Banking Group companies may pass details of false or inaccurate information provided and any suspected fraud to FPAs and other relevant organisations. Law enforcement agencies may access and use this information. Lloyds Banking Group companies, and other organisations, may access and use from other countries the information recorded by FPAs.
- 20.6 If you ask, we will tell you which CRAs and FPAs we (and other Lloyds Banking Group companies) have used so you can get a copy of your details from them.

## 21 Transferring information abroad

- 21.1 All countries in the European Economic Area (including the UK) have similar standards of legal protection for your personal information. Lloyds Banking Group companies may run your accounts and provide other services from centres outside the European Economic Area (such as the USA and India) that do not have a similar standard of data protection laws to the UK. If so, those Lloyds Banking Group companies will require your personal information to be protected to at least UK standards.
- 21.2 Lloyds Banking Group companies may process payments through other organisations such as banks and the worldwide payments system operated by SWIFT if, for example, you make a 'CHAPS' payment (a form of faster payment) or a foreign payment. Those organisations may process and store your personal information abroad and may have to disclose it to foreign authorities (including those outside the European Economic Area, in which case your personal information may not be protected to standards similar to those in the UK), for example to help them in their fight against crime and terrorism.

## 22 Accessing and updating your personal information

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

## 23 General

- 23.1 If we break this agreement:
- (a) we will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial actions, problems with another system or network, mechanical breakdown or data-processing failures; and
  - (b) as this agreement is made with you as a personal customer, we will not be liable for any business losses or costs you suffer (such as loss of profits or opportunities).
- 23.2 English Law applies to these terms and conditions, unless your Account is taken as security for a property in Scotland in which case Scots Law will apply.



Please contact us if you'd like this in Braille, large print or audio. If you have a hearing or speech impairment and would prefer to respond to this by textphone, please call **0845 300 2281**.

If you take out a mortgage with us, we will use this format (in addition to the standard format) when we write to you or send you information about your mortgage in the future.

**Important information.**

You must be at least 18 years old to take out a loan with us. Before agreeing a loan we will want to satisfy ourselves about the suitability of your application, which will include assessing your ability to afford the payments and, normally, valuing the property.

We may monitor or record phone calls with you to help improve the quality of our service.

Information correct as of October 2012.

**Lloyds TSB Bank plc.**

Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 2065.

**Lloyds TSB Scotland plc.**

Registered Office: Henry Duncan House, 120 George Street, Edinburgh EH2 4LH. Registered in Scotland no. 95237.

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