Help to Buy: ISA account conditions

The Government’s Help to Buy: ISA scheme was available up to 30 November 2019. From that date existing Help to Buy: ISA savers can keep saving in their accounts. We have therefore not included account opening information that previously applied to new Help to Buy: ISA savers, such as the amount of the initial deposit.

Our agreement with you is made up of general conditions (contained in the Personal Banking Terms and Conditions & Banking Charges) and additional conditions which are detailed below. If there is any overlap or conflict between the additional conditions and the general conditions, the additional conditions apply.

Our Cash ISA Guide contains information about cash ISAs generally, including the savings limits that apply to payments into your Help to Buy: ISA, the limits on the amounts of bonus you can qualify for and on the value of any home you may want to buy. In addition, by applying for a Help to Buy: ISA, you agree to be bound by the Government’s Help to Buy: ISA scheme rules. In these conditions, we call them the ‘Scheme Rules’. These explain in detail how the scheme works, and contain a number of important definitions and restrictions you need to be aware of. You can get a copy of these at www.help-to-buy.gov.uk/isa at any time. The Scheme Rules use a number of particular terms. Where relevant we have used those in these conditions too. If there is any overlap or conflict between the Scheme Rules, and the explanation of the way our Help to Buy: ISA works in these conditions, our conditions apply.

Our Help to Buy: ISA has a variable interest rate. It is a restricted savings account, as you can only pay in the initial and subsequent monthly deposit amounts set for the Government’s help to buy scheme. Lloyds Bank plc has been approved as an ISA manager by HM Revenue & Customs (HMRC), and is an Eligible ISA Manager for the Help to Buy: ISA scheme.

These conditions and the Scheme Rules refer to the Help to Buy: ISA scheme administrator, which works with HM Treasury to administer the Help to Buy: ISA scheme. You can check who the Help to Buy: ISA scheme administrator is at https://www.lloydsbank.com/isa/help-to-buy-isa.asp You can find out more about HM Treasury at https://www.gov.uk/government/organisations/hm-treasury

1. Eligibility

1.1 Our Help to Buy: ISA is designed for customers who are saving to buy their first home, and who are eligible for the Government’s Help to Buy: ISA scheme. The detailed eligibility requirements (including the definitions of an Eligible Customer, a Residential Property Owner and a First Time Buyer) are contained in the Scheme Rules.

1.2 To have our Help to Buy: ISA, you must meet the following conditions, and must let us know if you no longer meet any of them. You must:

a. be at least 16 years old with a valid national insurance number;

b. be either (i) resident in the United Kingdom for tax purposes or (ii) a Crown employee serving overseas, or married to, or in a civil partnership with, such a person;

c. not have exceeded your ISA subscription limit;

d. not have previously received a Help to Buy: ISA bonus, unless it has been repaid in full to the Help to Buy: ISA scheme administrator (for example, if your house purchase did not go ahead);

e. not already have an open Help to Buy: ISA;

f. be, or ever have been, a Residential Property Owner.

1.3 The Help to Buy: ISA must be in your sole name, and all funds deposited in it must belong to you. You must not use it as security for a loan, or try to transfer it to anyone else.

1.4 Unless you also have an additional permitted subscription from the death of a spouse or civil partner, or you have previously closed another Help to Buy: ISA and now want to open a new one, you must not pay into more than one cash ISA, including your Help to Buy: ISA, in any one tax year.

1.5 The Government’s ISA rules mean that if you do not make a deposit into your Help to Buy: ISA in any tax year (other than the year of application) you will need to complete a new application form if you want to make deposits in a later year.

2. Opening and running your Help to Buy: ISA

2.1 Your Help to Buy: ISA will continue until you are ready to buy your first home. In order to claim a Help to Buy: ISA bonus, you will need to close your Help to Buy: ISA. We will then notify the Help to Buy: ISA scheme administrator that your account has been closed, and will send you your Help to Buy: ISA Closing Documents. Your Eligible Conveyancer will apply to the Help to Buy: ISA scheme administrator for the bonus as part of the conveyancing transaction. Further details on this application process are set out in condition 7 (Help to Buy: ISA bonus), and our Cash ISA Guide.

2.2 The administration of your Help to Buy: ISA savings will be carried out by Lloyds Bank plc.

3. Deposits and withdrawals

3.1 After 30 November 2019 you can only open a Lloyds Bank Help to Buy: ISA by transferring your existing Help to Buy: ISA savings.

3.2 While you have a Help to Buy: ISA, you can pay in up to a maximum monthly amount set by the Government. In these conditions we call this a ‘monthly deposit’, and the amount is included in our Cash ISA Guide. If you are saving in a Help to Buy: ISA, you can only make one monthly deposit in any calendar month. You must make it by standing order to be received by the 25th of the month. You can change the amount you pay in in any month, and you do not have to make a monthly deposit payment in every month.

3.3 You can make a withdrawal from your Help to Buy: ISA at any time, for example because you want to buy something with some of your savings. However if you make a withdrawal, you may not be able to pay that money back in again as you can only pay in up to the monthly deposit amount in any month. This means it will take you longer to achieve the maximum bonus you could qualify for. You will also not be able to claim any Help to Buy: ISA bonus on any amount you withdraw. This includes a withdrawal of savings by transferring money to another account, for example if you use Internet Banking to transfer money from your Help to Buy: ISA to your current account. It is important to remember that you must close your Help to Buy: ISA in order to claim your bonus. If you want to close your account you should use one of our branches with a counter. You should not transfer or withdraw savings intended for the purchase of your first home without considering any effect on your bonus.

3.4 Help to Buy: ISA is a flexible ISA. This means that if you withdraw all or part of the money you paid into it earlier this tax year, you can pay the equivalent amount into a stocks and shares ISA (lifetime ISA subject to the lifetime limit and eligibility criteria) or innovative finance ISA before the end of this tax year as part of your annual ISA allowance.

4. Transferring your existing Help to Buy: ISA to us

4.1 You can transfer from an existing Help to Buy: ISA you have with another ISA provider to a Help to Buy: ISA. If you do not transfer all your existing Help to Buy: ISA savings to us, you will not be able to replace the amount you do not transfer. You will also not be able to claim any Help to Buy: ISA bonus for any amount you do not transfer.

4.2 Before you decide to transfer your ISA to us, please check the charges your existing ISA provider might apply.

4.3 We will initially open a Cash ISA Saver before converting it into a Help to Buy: ISA for your Help to Buy: ISA savings to transfer to. We will not regard your Help to Buy: ISA as closing until the day after Help to Buy: ISA savings reach us. You should not pay any money into the account until your existing Help to Buy: ISA has transferred. If we don’t get your existing ISA savings within 28 calendar days from your application we will close the Cash ISA Saver so it can’t affect your ISA limits. When you apply, we will ask you to declare that you are eligible to participate in the Government’s Help to Buy: ISA scheme, and meet the qualifying conditions for the bonus. Applications cannot be backdated.

4.4 If you decide to transfer an existing Help to Buy: ISA you have with another ISA provider to a Help to Buy: ISA, you can pay your monthly allowance either into your existing Help to Buy: ISA before transfer or into your new Help to Buy: ISA after transfer (but not both). Please remember that any monthly payment into your Help to Buy: ISA must be by a single standing order payment to be received by us before the 25th of the month.

5. Transferring your Help to Buy: ISA to another ISA or another ISA provider

5.1 You can ask to transfer the whole of your Help to Buy: ISA to another Help to Buy: ISA, offered by us or another ISA provider. This means you can still save in the Government’s Help to Buy: ISA scheme. You must complete a transfer application with your new provider, who will send the transfer application to us. Within 5 working days of receiving the transfer application from your new provider, we will send your money and information to your new provider. It should take no more than 15 working days to transfer your Help to Buy: ISA.

5.2 If you transfer the whole of your Help to Buy: ISA to a non Help to Buy: ISA, offered by us or another ISA provider, we will treat your transfer request as an instruction to close your Help to Buy: ISA. We will then notify the Help to Buy: ISA scheme administrator that your account has been closed, and will send your Help to Buy: ISA Closing Documents to you. Your Eligible Conveyancer will still be able to claim a Help to Buy: ISA bonus when you are ready to buy your first home.

5.3 If you transfer all or part of your previous years Help to Buy: ISA savings to a non Help to Buy: ISA, offered by us or another ISA provider, for example as a transfer to start saving in a stocks and shares ISA, but you keep your Help to Buy: ISA with some savings in it, your Help to Buy: ISA will continue. However, you will not be able to claim any Help to Buy: ISA bonus for the savings you transfer.
6. Interest
6.1 When you have less than £1 in your Help to Buy: ISA, we will not pay interest on the amount in your ISA account in that calendar month.
6.2 The interest rate is variable. You can find out the current interest rates at any of our branches, by telephoning us on the Interest Rates Helpline on 0345 300 0032, calls may be monitored or recorded. Alternatively, you can visit our website at www.lloydsbank.com/isas
6.3 We will pay interest once a year on the anniversary of the date you opened your Help to Buy: ISA, or the next working day. As long as you and your Help to Buy: ISA continue to qualify, interest will be paid tax-free.
6.4 Interest can be added to your account or you can ask us to pay it into a different account held with either us or another bank or building society. If you arrange for your interest to be paid into a different account, income tax may be due on the interest earned. (You are responsible for paying any tax due to HMRC). You will also not be able to claim any Help to Buy: ISA bonus on any amount of interest you ask us to pay to a different account.

7. Help to Buy: ISA bonus
7.1 As long as you and your Help to Buy: ISA qualify, your Eligible Conveyancer will be able to claim the Government’s Help to Buy: ISA bonus when you are ready to buy your first home. Your conveyancer must be approved as an Eligible Conveyancer for the Government’s Help to Buy: ISA scheme to be able to do this. Bonus claims will be administered by the Help to Buy: ISA scheme administrator. At the start of the Government’s Help to Buy: ISA scheme, this will be the scheme administrator.
7.2 To claim your Help to Buy: ISA bonus, your Eligible Conveyancer must present the Closing Documents for your Help to Buy: ISA to the Help to Buy: ISA scheme administrator with your claim application.
7.3 By applying to open your Help to Buy: ISA you agree that we can disclose relevant information about you and your Help to Buy: ISA savings to the Help to Buy: ISA scheme administrator and any HM Treasury (acting for HM Treasury) to carry out data reporting, compliance, investigations, audit and fraud prevention necessary to run the scheme.

8. Closing your Help to Buy: ISA
8.1 You can close your Help to Buy: ISA at any time and any interest earned will be tax-free. If you want to close your account you should use one of our branches with a counter. If you have made a deposit into your Help to Buy: ISA in the same tax year as you close it, you cannot open a new cash ISA for the same tax year with us or any other provider unless that cash ISA is opened solely to pay in an additional permitted subscription following the death of your spouse or civil partner or to pay into a Help to Buy: ISA which you did not receive a Help to Buy: ISA bonus, for example if your purchase of a new home did not go through. You will also be able to open a stocks and shares ISA, an innovative finance ISA, and subject to your eligibility a lifetime ISA, providing you are 18 or over and you do not save more than your annual ISA allowance.
8.2 We may close your Help to Buy: ISA if the balance falls below £1, but we will normally give you 30 days notice before doing so.
8.3 If your Help to Buy: ISA stops qualifying as an ISA we will close it and notify you. Income tax may be due on the interest earned, including any interest that has already been paid. (You are responsible for paying any tax due to HMRC.)
8.4 Your Help to Buy: ISA will cease to qualify as an ISA in the following circumstances:
   a. if any declaration you made at application is or becomes untrue;
   b. if you transfer any of your rights as an account holder or use your Help to Buy: ISA as security for a financial liability;
   c. if you die before 6 April 2018, on the date of your death;
   d. if you die on or after 6 April 2018, on the earlier of:
      i. the date your ISA is closed by your executors;
      ii. the date the administration of your estate is completed; or
      iii. 3 years from the date of your death
   e. if HMRC instructs us accordingly.
5. We will also notify you if, by reason of any failure to satisfy the provisions of the Government’s ISA rules, your Help to Buy: ISA stops qualifying as a Help to Buy: ISA but is not a cash ISA. If this happens we will change your account to an easy access cash ISA we offer at the time. This will mean the interest on your savings will continue to be tax-free but you will not be able to claim any Help to Buy: ISA bonus on them.
8.6 If you close your Help to Buy: ISA and claim a Help to Buy: ISA bonus but your purchase does not go ahead, we may agree to pay you your Help to Buy: ISA savings into another Help to Buy: ISA with us. This may have a different sort code and account number to your original account, and may not have identical terms and conditions – although we will provide you with this information, and a copy of the terms and conditions, at the time. This must be done within 12 months of you closing your Help to Buy: ISA. Please ask at one of our branches with a counter. You must provide us with the appropriate Help to Buy: ISA date Help to Buy: ISA Purchase Failure Notice from your Eligible Conveyancer, before we can open another Help to Buy: ISA for you.
9. If an ISA holder dies
9.1 If you die, your spouse or civil partner can pay an amount up to the total balance held in your ISAs into the ISA held in their own name. We will then treat your ISA as closed, however, be able to claim any Help to Buy: ISA bonus from the amount you have saved.
9.2 If a spouse or civil partner dies before 6 April 2018, the additional permitted subscription will be the amount held in their ISAs at the date of their death (including any accrued interest up until that date). If a spouse or civil partner dies on or after the 6 April 2018, the additional permitted subscription can be either the value of their ISAs at the date of their death or the date the ISA was opened.
9.3 An ISA can remain open for a maximum of 3 years after the date of death of the account holder. During this time, no additional money can be paid into the ISA and any money withdrawn (including any withdrawals made by the account holder before death) cannot be paid back in as a replacement subscription. Withdrawals can only be made by executors during this time for specific limited reasons. The balance of the ISA cannot be transferred to another ISA.
9.4 Where there is a choice to take the value of the additional permitted subscription at date of death or the date the ISA is closed, the same choice must be applied to all ISAs held with the same provider. This means that the additional permitted subscription for these ISAs cannot be a mixture of the value on death of the account holder and the value at date of closure. If you choose to calculate the additional permitted subscription when the ISAs are closed, you will only be able to take advantage of your additional permitted subscription when all of the ISAs held with the same provider have been closed. You can ask for a different date (including the date of death) to be used for ISAs held with different providers. Once you have told a provider of the date on which you wish your additional permitted subscription to be calculated, you cannot change your mind.
9.5 If a spouse or civil partner chooses to take the value of the deceased’s ISA when it is closed, the additional permitted subscription allowance will never be lower than the value of the ISA at the date of death (but it may be higher). But, if a spouse or civil partner chooses to take the value of the deceased’s ISA at the date of their death, this amount cannot be increased later.
9.6 Additional permitted subscriptions do not count as part of your yearly ISA allowance. When the time comes to use your additional permitted subscription, you must pay it into your ISA within the time-limits set out in the ISA Regulations. We will tell you about these time-limits when you make an additional permitted subscription.
9.7 When we receive notice to close a deceased’s ISA account, we will send a cheque for the balance and any interest earned up to the date of closure to the executors of the deceased’s estate. If we do not receive notice to close an ISA following the death of the account holder, the account will stop qualifying as an ISA 3 years from the date of death and we will transfer the balance and any interest earned during the 3 years to a new account paying interest at a rate equivalent to our Easy Saver rate.

10. Customer Information
10.1 We can share relevant information about you and your Help to Buy: ISA savings with, amongst others, the Help to Buy: ISA scheme administrator, which is responsible for processing any claim you make. You can find out more about how your information is used below:
   a. HM Treasury (https://www.gov.uk/government/organisations/hm-treasury) is the Data Controller for the Help to Buy: ISA Scheme;
   b. Relevant information about each Eligible Customer will be shared with HM Treasury, the Help to Buy: ISA scheme administrator and any subcontractor acting for HM Treasury or the Help to Buy: ISA scheme administrator. These organisations will process the information to:
      i. administer the Help to Buy: ISA Scheme including confirming eligibility for the Scheme and paying bonuses;
      ii. carry out data reporting, compliance, investigations, audit and fraud prevention work necessary to run the Scheme; and
      iii. compile management and statistical information about the performance of the Scheme.

11. Other terms
11.1 We are required to provide details of all ISA holders to HMRC. If you are or become non-resident in the UK, HMRC may be required to share this information with tax authorities in your country of residence.
11.2 We will send you a statement each year showing transactions up to and including the anniversary of the date you opened your Help to Buy: ISA. We will also send you annual information to remind you of the qualifying conditions for Help to Buy: ISAs and the Help to Buy: ISA bonus.
11.3 We will send you a duplicate statement on request. There may be a reasonable charge for this which you will be notified of at the time of your request.
11.4 We may delegate any of our functions or responsibilities to a third party. If we do so, we first satisfy ourselves that the third party is competent to carry out these functions and responsibilities.
11.5 Any changes made by the Government to its ISA Regulations that affect these conditions will apply as soon as they come into force.

11.6 Favourable tax treatment for ISAs may not be maintained. (The Government is responsible for decisions about tax treatment.)

12. Cancellation

12.1 If you apply for a Help to Buy: ISA you will be able to change your mind and cancel your account at any time before the end of the 14-day period starting on the day your Help to Buy: ISA is opened or the day you receive your ISA Welcome Pack, whichever is later. If you cancel your Help to Buy: ISA you are free to subscribe to another cash ISA in the same tax year. If you decide to cancel we will repay you any money you have paid together with any interest due on it, or help you to switch the balance to another account. To cancel this agreement you should tell us by writing to us at Lloyds Bank plc, BX1 1LT. There are no charges for cancelling your Help to Buy: ISA agreement, and you do not have to give any advance notice. Even if you miss the 14 day deadline, you may still close your account, as explained in your account conditions. (If you close a cash ISA in these circumstances, you will not usually be able to open another cash ISA, either with us or another ISA provider in the same tax year although there are exceptions to this for Help to Buy: ISAs, for example if your house purchase has not gone through.)