

Terms and conditions

Welcome to

Bank of Scotland International

The conditions in this leaflet, along with the relevant special conditions, apply to the range of accounts provided by us, and explain how the accounts work.

You should read these conditions carefully and keep them for future reference as they tell you about your account and the contract between you and the Bank.

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Extra conditions may apply to some of the services that are available on our range of accounts. There are also some conditions that apply under general law (including legislation and regulations made under legislation). These are not set out in this leaflet.

Lloyds TSB Offshore Limited is the deposit-taker for all accounts, with the exception of the Instant Access Savings Account where the deposit-taker is Bank of Scotland plc.

Unless otherwise stated in the conditions, references in these conditions to "Lloyds TSB Offshore Limited", "the Bank", "we" or "us" are references to the deposit taker, Lloyds TSB Offshore Limited, except for the Instant Access Savings Account where they are references to Bank of Scotland plc, the deposit taker for those accounts.

General Savings Conditions

1. The conditions for the account

- 1.1 In these conditions we have put the following words in bold type because they have a special meaning.
- “**You**” or “**customer**” means the account holder or, in the case of joint accounts, all of the account holders.
 - This “**account**” is your Lloyds TSB Offshore Limited account.
 - “**Account number**” is the number we give you to identify your **account**.
 - A “**bank working day**” is any day which is not a Saturday, Sunday, Christmas Day, Good Friday or English or Jersey or Isle of Man bank or public holiday.
 - Your “**certificate**” is any certificate, passbook, letter, card or other document that we give or send to you to show that you are the holder of your **account**. We may ask you to send your **certificate** to us before we will repay the money in your **account**.
 - A “**cheque withdrawal**” is made when we pay money from your **account** when we issue a cheque for you. We will take the amount of the cheque out of your **account** at the same time as we write or print the cheque.
 - “**Collection**” is explained in condition 2.6.
 - “**Negotiation**” is explained in condition 2.6.
 - Any “**special conditions**” for your account are included in the main brochure or interest rates leaflet for your account or in your certificate or in a letter from us.
 - A “**withdrawal**” is made when we have taken all the necessary steps to carry out your instructions to pay money out of your **account** (for example, when we have taken the amount of a **cheque withdrawal** out of your account).
- 1.2 As well as these conditions, **special conditions** also apply to some **accounts** (for example, a **special condition** for some **accounts** may be that you must give us notice before you take money out of your **account**).
- 1.3 Where any **special condition** is not consistent with these conditions, the **special condition** will apply.
- 1.4 Any reference to these conditions or the **special conditions** includes any changes made to them.

2. How do you use your account?

- 2.1 We will give **you** an **account number** when **you** open your **account**. You must tell us your **account number** if we ask you to.
- 2.2 We will tell you how much money you must pay into your **account** (and what information you will have to give us) before you can use it.

Unless the **special conditions** say otherwise **you** can pay money into your **account** by:

- telegraphic transfer (SWIFT/CHAPS and certain other electronic transfers);
- sterling cheque or sterling money draft; or
- non-sterling cheque or non-sterling money draft.

If **you** pay money in by cheque or money draft you will have to wait for it to “clear” before **you** can take the money out of your **account** (see conditions 2.4, 2.5 and 2.6).

- 2.3 If **you** pay money into your **account** by telegraphic transfer or some other electronic means, you can take the amount of the telegraphic transfer out of your **account** on the day we get it or on the next **bank working day** if we get it on a day that is not a **bank working day**.
- 2.4 If **you** pay money into your sterling **account** by sterling cheque/money draft, the cheque or draft should be from a financial institution with access to United Kingdom clearing facilities. **You** can take the amount of the cheque/money draft out of your **account** on the day after the sixth **bank working day** after we get it. This includes the day we get it. For example, if **you** pay a cheque in on a Tuesday **you** can take the money out of your **account** on the Wednesday of the following week as long as neither the Tuesday nor any of the weekdays in between is an English, Jersey or Isle of Man bank or public holiday.
- 2.5 If **you** pay money into your US dollar or Euro account by a cheque/money draft in the currency of that **account you** cannot take some or all of the amount out of your **account** until the day after we have received payment from the financial institution where the person who wrote the cheque or ordered the money draft has his or her account.
- 2.6 If **you** pay money into your **account** by a cheque/ money draft that is in a currency other than the currency of your **account**, it should be written in the currency of the country where it will be “cleared”.

We will change the amount of the cheque to the currency of your **account** either by:

- **negotiation** – our bank will convert the amount of the cheque/money draft using the exchange rate which our bank applies on the day it does so. This means that we will put the money into your **account** as soon as our bank confirms the value of the cheque/money draft. **You** will have to wait between 28 days and 56 days from the date we put the money into your **account** before **you** can take any of it out; or

- **collection** – our bank will present the cheque/ money draft to the bank or other financial institution where the person who wrote the cheque or ordered the money draft has his or her **account**. This can cause a delay of up to eight weeks before we put the money into your **account**. The way our bank will choose to convert your cheque/money draft depends on a number of things (for example, the political climate and banking system of the country in which the cheque or money draft is to be cleared) so please contact us beforehand if **you** want to know if your cheque/money draft will be converted by **negotiation** or **collection**. In either case, our bank will charge for the conversion and we will take this charge off the amount to be paid into your **account**.
- 2.7 Whichever way **you** choose to pay money into your **account you** must make sure that you add enough to the amount which **you** send us to cover the cost of:
- bank handling;
 - bank transfer; and
 - any exchange charges.
- You** should ask your bank or other financial institution how much this will be.
- 2.8 If **you** pay a cheque/money draft into your **account** and we let **you** take some or all of the amount of the cheque/money draft out of your **account**, this does not mean that the cheque/money draft has been fully “cleared”. If the cheque/money draft is returned to us, without it being paid, we may take the amount of the cheque/money draft and any interest we have paid on it out of your **account**. (Condition 4 explains when we will pay interest on any cheques/money drafts that you pay into your **account**.)
- 2.9 **You** can use your **account** as a personal account. **You** can also use your **account** as a club, charity or trust account or as a company, partnership or other kind of business account unless we tell you otherwise in the **special conditions** or when **you** open your **account**. The relevant application form must be completed and accepted by the Bank.
- 2.10 We do not have to accept that anyone, apart from **you**, has any right to or interest in the money in your **account** (for example, if **you** are keeping some or all of the money in your **account** for someone else).
- 2.11 We will only accept instructions from:
- **you**;
 - anyone who **you** have authorised in writing (for example, someone who has a power of attorney for you) as long as we have accepted that written authority; or
 - anyone who has a legal right to give us instructions (for example, someone who is appointed to deal with your affairs if **you** are bankrupt or otherwise insolvent or are declared “en desastre”).
- 2.12 We may limit the amount **you** or someone else can pay into your **account** if we think this is necessary:
- to run our business lawfully;
 - to make sure our financial regulator approves of the way we run our business; or
 - to take account of changes in market conditions.
- 2.13 We may limit the amount **you** can take out of your **account** in any month if we think this is necessary to run our business lawfully and in a way that our regulator approves of.
- ### 3. Making withdrawals
- 3.1 **You** may only make **withdrawals** from your **account** through the Jersey or Isle of Man branches of Lloyds TSB Offshore Limited and not through any office of Halifax or Bank of Scotland in the UK. Cash withdrawals are not permitted at either the Jersey or Isle of Man branch.
- 3.2 Normally, we will carry out your **withdrawal** instructions on the day we get them or the next **bank working day** if we get them on a day that is not a **bank working day**. If you want your money to be sent somewhere on a particular day you must allow plenty of time for us to get your instructions and to carry them out. Please remember that, because of the way the banking system works, we cannot be responsible for making sure your money reaches its destination by a given date or time.
- 3.3 If **you** ask us to transfer money from your **account** to another person or organisation outside the Channel Islands, Isle of Man and the UK, we will send it by telegraphic transfer unless **you** ask us to send it another way.
- ### 4. When will we pay interest on the money in your account?
- 4.1 If the money in your **account** is at least the minimum amount we set for paying interest we will pay interest on your balance at the rate or rates we set. We will fix this minimum amount by taking account of how much it costs us to look after Lloyds TSB Offshore Limited accounts. Except when **you** open your **account**, we will give you at least 30 days’ notice of any new or changed minimum amount that applies. We may pay different rates of interest to different categories of customer (for example, business customers and personal customers). Ask for details of the current minimum amount and interest rates for your **account**.
- 4.2 The date from which any money paid into your **account** will earn interest depends on the way in which **you** pay money into your **account**.
- 4.3 If **you** pay money into your **account** using a telegraphic transfer or some other electronic means, we will pay interest on it (if we pay interest under condition 4.1) from the day after we get it. For example, if we get a telegraphic transfer on a Tuesday we will pay interest on it from the Wednesday.

4.4 If **you** pay a cheque or money draft into your **account** that does not need to be sent for **negotiation** or **collection** we will pay interest on it (if we pay interest under condition 4.1) from the day after the second **bank working day** after we get it. This does not include the day we get it. For example, if we get a cheque on a Tuesday we will pay interest on it from the Friday as long as neither the Tuesday nor any of the weekdays in between is an English bank holiday.

4.5 If **you** pay money into your **account** using a cheque or money draft written in a different currency from that of your **account** we will pay interest on it (if we pay interest under condition 4.1) from the day after we get payment from the financial institution where the person who wrote the cheque or ordered the money draft has his or her account.

4.6 Every day we work out the interest we have to pay **you** on your credit balance. We will pay the interest into your **account** on the last day of each interest period. Before we pay it in, we will take off any interest you owe us from your **account** being overdrawn (under condition 12.5). The interest periods are set out in the **special conditions**.

4.7 We will stop paying interest on the amount of a **withdrawal** the day after it is made.

4.8 If **you** or we close your **account**, we will follow the steps in condition 4.6 to work out the interest we have to pay you on the day your **account** is closed (see also condition 12.7) unless we have allowed **you** to transfer the total balance of your **account** to another account.

4.9 Interest may be paid gross, although where required by law appropriate retention tax will be deducted.

5. When can we take money out of your account?

- 5.1 We can take money out of your **account** to cover:
- each **withdrawal**;
 - each cheque and any other item which is paid into your **account** but later returned to us unpaid;
 - the interest which you have to pay us on any overdraft;
 - any charge which you owe us on your **account**; and
 - 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**. We can also take money out of your **account** under condition 5.2.

5.2 If any money is overdue for payment on any other account **you** or (if your **account** is in joint names) any of **you** have with us, we may, unless regulations do not allow us to do so, take the amount **you** owe us out of your **account**, or, if your **account** is a fixed term account, we may retain enough of any money **you** ask to withdraw during the fixed term or which is in your **account** at the end of the fixed term to cover the amount **you** owe us at that time. We can do this without giving **you** notice.

5.3 On some kinds of account, we may let **you** set up a standing order or similar arrangement to pay someone else. We can take the payment out of your **account** on the day before we send it. We will send the payment on the date we are asked to pay it or as near to that date as possible. However, because of the way the banking system works, we cannot be responsible for making sure the payment reaches the other person by a given date.

5.4 On some kinds of account we may let **you** set up a direct debit so that **you** can pay someone else. We will make the payment when the person or organisation **you** have authorised to receive the payment asks us to. However, we cannot be responsible for making sure the payment is made by a certain date. This is because of the way the banking system works and because the person that you have agreed to pay by direct debit has to ask for the payment to be made from your **account**.

6. What happens if a cheque is "out-of-date"?

If you want to pay a cheque into your account:

- more than six months after the date on the cheque; or
- after the expiry date (if there is one shown on the cheque), **you** will have to ask the person who made it out to **you** to write a new cheque or re-date the old cheque and put their initials next to the change. If **you** give us an out-of-date cheque we may return it to **you**.

7. Stopping payments

7.1 Important: you cannot stop a **cheque withdrawal** or telegraphic transfer or electronic transfer from your **account** once the withdrawal or transfer has been made.

7.2 If **you** want to stop a standing order, direct debit or similar arrangement to pay someone from your **account**, **you** must let us know in enough time to let us cancel the payment.

8. About your certificate

8.1 As well as your **account number**, we may give or send **you** a **certificate** when **you** open your **account**.

8.2 We may send **you** a replacement or new **certificate**.

8.3 Your **certificate** belongs to us. **You** must send or show it to us when we ask **you** to.

8.4 At all times you must do the following:

- **You** must take every care to stop anyone else using your **certificate** (or the information on it).
- **You** must take every care to keep your **certificate** safe and prevent it from being lost, stolen or used by anyone else.
- **You** must return your **certificate** to us if we ask you to.

8.5 If your **certificate** is lost, stolen, destroyed or damaged we may give **you** a new one. But first you must send us your old **certificate** back if it is damaged.

9. What should you do if your certificate or a cheque is lost or stolen or you think it might be used by someone else?

- 9.1 **Certificate** – If your certificate is lost, stolen or might be used by someone else, **you** must tell us as soon as **you** can. Contact details are shown in your product booklet.
- 9.2 **Cheque** – If a cheque which we have written or printed for a **cheque withdrawal** is lost, stolen or might be used by someone else who should not use it, **you** must tell us as soon as **you** can. Contact details are shown in your product booklet. We will then do what we reasonably can to stop the cheque.
- 9.3 We may give the police or any prosecuting authority any information they need if we think it will help them;
- avoid loss;
 - help get back your **certificate** or the cheque; or
 - help get back any missing money.

10. When are you legally responsible if your certificate is lost, stolen or used by someone else?

- 10.1 **You** will not be responsible for the **certificate** being used after **you** have reported that it is lost, stolen or might be used by someone else (unless it is used by **you** or on your behalf). This condition does not apply if condition 10.2 applies.
- 10.2 If **you** report that your **certificate** has been lost or stolen or might be used by someone else, **you** will still be responsible for the use of your **certificate** (or the information on it) if **you** have been fraudulent or grossly negligent in connection with the loss or theft of your **certificate** or in allowing someone else to use it.
- 10.3 You must not use your **certificate** if it has been reported as lost, stolen or likely to be used by someone else. If **you** find the **certificate** later, you must return it to us straightaway. If **you** use it to make a **withdrawal**, we may still take the amount of the **withdrawal** out of your **account**.
- 10.4 If we reasonably think that:
- **you** or someone else is using your **account** illegally;
 - **you** are not keeping to these conditions or the **special conditions**; or
 - your **certificate** has been lost, stolen or is being used by someone else, we can refuse to carry out a **withdrawal**.

We can tell any relevant person that we have done this.

11. Our liability

We will not be responsible for any loss or expense **you** suffer if we cannot carry out any **withdrawal**, payment into your **account** or other transaction on your **account**, or if we cannot provide any services or facilities because of strikes, power cuts, equipment not working or other causes beyond our reasonable control.

12. Overdrawn accounts

- 12.1 You must not allow your **account** to go overdrawn.
- 12.2 If we charge interest, make charges on your **account** or carry out a **withdrawal** or other transaction and this makes your **account** go overdrawn, this does not mean we have agreed to allow **you** to have an overdraft.
- 12.3 If your **account** goes overdrawn we will charge **you** interest at the rate or rates of interest set by us. **You** must also immediately pay us the amount that **you** are overdrawn (and any charges) so **you** are no longer overdrawn.
- 12.4 We may change the rate of interest we charge on your overdraft (see conditions 18 and 19). The current rates are set out in a separate leaflet that **you** can ask us for.
- 12.5 We will work out how much interest **you** owe us for each day your **account** is overdrawn. On the next day we would be due to pay interest into your **account**, we will take off any interest that **you** owe us and pay the difference into your **account**. If **you** owe us more interest than we owe **you**, we may:
- carry forward the difference until the next time we pay interest into your **account** (we explain the dates in the **special conditions**); or
 - take the difference from another **account** with a credit balance which you hold with us in the same name as your **account**; or
 - contact you to request payment, in order to recover the funds.
- 12.6 If we have:
- asked **you** to pay any money **you** owe us on your **account**; or
 - got a court judgment for **you** to pay any money **you** owe us on your **account**, then, for as long as your **account** is overdrawn, **you** will have to pay interest under condition 12.5 and any charges on your overdraft.
- 12.7 If your **account** goes overdrawn, we may transfer some or all of the money **you** owe us on your **account** from any other account **you** have with us (whether in Sterling or any other currency). If it is a joint account, we will only do this if the conditions of that account allow us to do so and there are enough cleared funds in that account. We can make this transfer without giving **you** notice. We will not take the money from an account that, according to our records, **you** are holding on behalf of someone else (for example as trustee or executor).
- 12.8 If your **account** is to be closed, we will follow the steps in condition 12.5 to work out the interest you have to pay us when your **account** is closed. You will also have to pay any overdraft and charges that **you** owe us.
- 12.9 We may make charges in connection with any overdraft on your **account** under condition 13.1 or 13.2.
- 12.10 We may also make charges in connection with any overdraft on your **account** under condition 13.3 and 13.4.

13. When will you have to pay charges and when can we change them?

- 13.1 We can make charges on your **account** and for services or facilities we make available to **you**. Please ask us for a copy of our brochure showing current charges that apply to your **account**. These charges can be changed under these conditions.
- 13.2 We can change the amounts we charge **you**, make new or different charges and change the way you have to pay charges to reflect changes to the costs of providing the services or facilities available on your **account**, including any changes caused by inflation.
- 13.3 We can also change the amounts we charge **you**, make new or different charges and change the way **you** have to pay charges for any other valid reason.
- 13.4 We can also change the amounts of charges, make new or different charges and change how you have to pay charges to introduce a more favourable charge for a category of customer.
- 13.5 We will tell **you** the charge for a special service when **you** ask to use it.

14. What happens if your account is in joint names?

- 14.1 If your **account** is a joint account, these conditions and the **special conditions** apply to all of **you** together and any of **you** separately. For example, if you owe us any money on your **account** we can claim it back from any of **you** or all of **you**.
- 14.2 If **you** want to use the Telephone Banking Service, and we agree, we will ask **you** to confirm that we can accept the instructions or signature of any one of **you**.
- 14.3 If **you** have a joint account, we may send all written notices, statements and other information to the address of the customer whose name appears first in our records of your **account**.
- 14.4 If your **account** is a joint account and one of the **account** holders dies:
- we will only accept instructions from the other **account** holder or **account** holders; and
 - the other **account** holder or **account** holders can close the **account** without losing any interest for "early closure" (see condition 17.2).
- 14.5 Up to four people can apply to invest in a joint account with Lloyds TSB Offshore Limited.
- 14.6 If we find out that there is a disagreement between any of the **accounts** holders, we may freeze your **account** or only allow withdrawals and others instructions on the written authority of all parties to the **account**. This arrangement will continue until we are satisfied that the disagreement has been settled. During this period, Internet Banking and/or the 24 hour Telephone Banking Service and/or the Telephone and Fax Banking Service will be suspended.

15. What happens if your account is in the name of a company, partnership, charity or similar organisation?

If the **account** is in the name of an organisation, we will only accept the signature or other instructions of anyone who is authorised to give instructions on behalf of the organisation as contained in the appropriate application form.

16. Your statements

- 16.1 We will send **you** statements for your **account**.
- 16.2 **You** should check your statements when you get them and let us know as soon as **you** can if you think that they include information that seems to be wrong.

17. Closing your account

- 17.1 You may close your **account** at any time by giving us notice unless, under the **special conditions**:
- **you** must give us a minimum amount of notice to close your **account**; or
 - **you** cannot close your **account** until the end of a fixed term.
- 17.2 If **you** close your **account** **you** must give back your **certificate** (if we ask for it) and pay us anything **you** owe on your **account** (see condition 12.7). The **special conditions** may also say that if **you** close your **account**:
- without giving us the minimum amount of notice; or
 - before the end of the term (if your **account** is for a fixed term but can be closed before the end of the term) we may take off a sum equivalent to the interest which would have been earned if the minimum amount of notice had been given or a sum set out in the **special conditions** from the interest we owe **you** on your **account** which we have not yet paid. If there is not enough interest that we have not yet paid we will take this amount from your **account**.
- 17.3 Unless your **account** is for a fixed term, we may close your **account** by giving you reasonable written notice. Normally the notice will be at least 30 days. But if there are exceptional circumstances, for example, there is evidence of fraud, we can close your **account** immediately. We will tell **you** as soon as possible if we do this.
- 17.4 If we close your **account** under condition 17.3, we will return your money to **you** along with any interest we owe **you** on your **account**.
- 17.5 If your **account** is for a fixed term that ends on a day which is not a **bank working day**, we may close your **account** on the next **bank working day**.
- 17.6 If we reasonably think that **you** or someone else is using your **account** illegally or that **you** are not keeping to these conditions or the **special conditions**, we can close your **account** immediately. We will tell you as soon as possible if we close your **account** under this condition.

17.7 We can close your **account** and keep the money in it for ourselves if:

- **you** have not taken any money out of your **account** or paid any money into it for the past three years; and
- we have not been able to find **you** after making reasonable attempts.

17.8 If we close your **account** under condition 17.7 we will re-open the **account** if:

- **you** ask us to; or
- we think it is reasonable to re-open it. If we re-open your **account**, we will pay back any money that was in the **account** when we closed it together with any interest that the money would have earned if the **account** had stayed open in the meantime.

17.9 If we close your **account**:

- we can still take the money out of your **account** under condition 5.2 or to cover any withdrawal; and
- **you** will still have to pay back any overdraft, interest or charges which you owe us on your **account**.

18. When can we change these conditions, services and the interest rates?

18.1 If we give you at least 30 days' notice (except where applicable legislation requires an immediate change), we can change these conditions, the **special conditions** or the ones that apply to any services or facilities on your **account**, if it is reasonable to make the change:

- to reflect changes in market conditions;
- to reflect changes in the general deposit-taking practice of banks and other organisations offering similar services (including the terms on which they offer similar products);
- to reflect a decision or recommendation made by, or a requirement of a court, ombudsman, regulator or similar body or an undertaking given to our regulator or similar body;
- to reflect changes to the law, codes of practice or the way we or Halifax or Bank of Scotland are regulated;
- to reflect changes to standards published by other bodies which we agree will apply to your **account**;
- to make them easier to understand or fairer to **you**;
- to reflect changes to the way we look after your **account** or Lloyds TSB Offshore Limited accounts generally;
- to correct mistakes;
- to reflect changes in technology;
- because we or Halifax or Bank of Scotland are going to take over, take control of or acquire the business of another bank or organisation offering similar services;
- because we or Halifax or Bank of Scotland are going to be taken over or our business is acquired by another bank or organisation offering similar services;

- any of those things has happened; and the change will make sure that our customers and the customers of the other bank or organisation are treated in a similar way if they are in similar categories.

Where we refer to "changes" in the above list, we mean changes we know or reasonably believe will happen or changes which have already taken place.

18.2 If **you** belong to a category of customer who we reasonably think should be covered by preferential conditions, we may also change these conditions, the special conditions, or the conditions which apply to any facilities on your **account** to make them more favourable to **you**.

18.3 If we change these conditions under 18.2, we will give at least 30 days' notice to the customers whose conditions are being changed.

18.4 For any valid reason we can make any reasonable changes to these conditions, the **special conditions** or the conditions applying to any services or facilities on your **account**. We may do so by giving **you** at least 30 days' notice.

18.5 Whenever condition 18.1 allows us to change any of the services or facilities available on your **account** or the conditions that apply to them, we may suspend or withdraw those services or facilities instead.

18.6 If **you** have an account that pays interest at a fixed rate, the interest rate will not change during the fixed term. If **you** have an **account** that pays interest at a variable rate, we can change interest rates if it is reasonable to make the change:

- to reflect a change or changes in the base rate (that is the rate set by the Bank of England in connection with its open money market operations);
- to reflect any other changes in market conditions;
- to reflect changes in the interest that we are paid on money which we place with Bank of Scotland plc.;
- to reflect changes in the general practice of banks and other organisations offering similar services (including the terms on which they offer similar products);
- to reflect a decision or recommendation made by, or a requirement of a court, ombudsman, regulator or similar body or an undertaking given to our regulator or similar body;
- to reflect changes to the law, codes of practice or the way we are regulated;
- to reflect changes to standards published by other bodies which we agree will apply to your **account**;
- to reflect changes to the way we look after your **account** or Lloyds TSB Offshore Limited accounts generally (including changes in the technology we use) because of:
- the steps we have taken to modernise or improve our systems for managing those accounts, or reasons outside our control; or

- because:
 - (a) we or Halifax or Bank of Scotland are going to take over, take control of or acquire the business of another bank or organisation offering similar services
 - (b) we or Halifax or Bank of Scotland are going to be taken over or our business is acquired by another bank or organisation offering similar services; or
 - (c) any of these things has happened;
 - (d) and the change will make sure that our customers and the customer of the other bank or organisation are treated in a similar way if they are in similar categories.
 - (e) Where we refer to "changes" in the above list, we mean changes we know or reasonably believe will happen or changes which have already taken place.

18.7 We can also change interest rates for any valid reason.

18.8 Changes to interest rates may apply immediately (also see condition 20).

19. If the Bank is prevented (directly or indirectly) from carrying out any of its obligations under these conditions as a result of:

- a fault on any machine, data processing or transmission link;
- industrial dispute;
- anything outside the control of the Bank, its agents or subcontractors,

the Bank will not be liable for any loss suffered as a result of such events.

20. How will we tell you about any changes?

- 20.1 We will tell **you** about any changes in the interest rates that we may pay on your credit balance or charge **you** on any overdraft:
- by putting a notice in at least 3 daily papers circulated widely in the UK; and
 - by putting a notice on our website; or
 - by writing to you.
- 20.2 If we change the interest rates under condition 18.7 (that is to say, we change them for a valid reason not set out in condition 18.6) we will tell **you** in writing.
- 20.3 Except where condition 20.4 applies we will tell **you** about any changes to these conditions, the **special conditions** or any minimum amount under condition 4.1 by putting a notice in at least 1 daily paper circulated widely in Jersey and Isle of Man, at least 1 daily paper circulated widely in the UK and at least 1 paper circulated internationally or by writing to **you**.
- 20.4 If we change the conditions, the **special conditions** or the conditions that apply to any services or facilities on your **account** under condition 18.4 (that is to say if we change them for a valid reason not set out in condition 18.1) we will tell **you** in writing.

20.5 If we increase any charges, make new or different charges or change the way **you** have to pay charges for basic account services we will give **you** at least 30 days' notice in writing.

21. What conditions apply to notices about your account?

- 21.1 We may send all written notices, statements or letters to the last address **you** gave us. We will treat them as arriving 48 hours after they were posted (if sent to an address in Jersey or Isle of Man) or 10 days after they were posted (if sent to an address outside Jersey or Isle of Man).
- 21.2 **You** must write to us straight away if **you** change your name or address. If **you** only change your address and we let **you** use the Telephone and Fax Banking Service **you** can use this service to tell us your new address.
- 21.3 If **you** do not let us know your new name or address straightaway, we will take any cost of finding **you** or your new address out of your **account**. You should make sure that the arrangements for receiving mail at your address are safe.
- 21.4 Unless these conditions say otherwise, any notices or other communications given under them or the **special conditions** will only be valid if they are in writing.

22. What happens if you cannot look after your finances any longer?

- 22.1 If we are satisfied that **you** cannot look after your finances any longer, we may allow someone who is authorised to do so under Jersey law, if your **account** is held in Jersey, or Isle of Man law, if your **account** is held in the Isle of Man, to use your **account**.
- 22.2 If we allow someone else to use your **account** under condition 22.1, **you** may be legally responsible for anything they do.
- 22.3 If we allow someone to use your **account** under condition 22.1 and we think that person is using your **account** wrongly, we may stop them using it.

23. When will we stop you taking money out of your account?

If we reasonably think your **account** is being used for illegal purposes or if we find out that there is a disagreement about who owns the money in your **account** (including a disagreement between the account holders on a joint account), we may freeze your **account**. This means we will not allow anyone to take money out of your **account**, pay money in (unless we agree) or carry out any other transactions until we are satisfied that your **account** is not being used for illegal purposes or that the disagreement is settled. In addition, Internet Banking and/or 24 hour Telephone Banking Service and/or Telephone Banking Service will be suspended until we are satisfied that your **account** is not being used for illegal purposes or that the disagreement is settled.

24. When can we tell someone else about your account?

We may give details of your **account** or your name and address to anyone else if:

- the law says we must;
- we have a public duty to do so;
- this is necessary to protect our interest; or
- **you** ask us to give the details to someone else or agree that we can give them to someone else (for example, by signing the application form for your **account** if it includes an appropriate declaration).

25. What happens if you die?

If **you** die and your **account** is not a joint account, your personal representative:

- will have to obtain a Grant of Probate from either the Jersey or Isle of Man courts, dependent on where your account is held
- can use the **account** (even if the number of the account changes) once they have obtained the appropriate Grant of Probate and
- can close the **account** without losing any interest for "early closure" (see condition 17.1). If your **account** is a joint account please see condition 14.5.

26. General

- 26.1 **You** must not transfer, charge or give as security any part of your **account** or any of your rights under these conditions or the **special conditions** to anyone else, unless we agree.
- 26.2 We can transfer your **account** to any other subsidiary of Bank of Scotland plc offering similar facilities. If we do we will tell **you** in writing.
- 26.3 For administration reasons, we can change any address or phone number in the **special conditions** or the name or number of your **account** by giving **you** notice first.
- 26.4 For similar reasons, we can also change the name of any service that we let you use on your **account**, without giving **you** notice.
- 26.5 **You** must give us an example of your signature if we ask **you** to.
- 26.6 We may monitor and record phone calls to or from us (whether or not you use the Telephone and Fax Banking Service). We may do this to check any instructions **you** give us over the phone and to help train our staff.
- 26.7 We can change your **account** to another account product, after giving **you** 30 days notice in writing. If we change your **account** under this condition, we will pay **you** a reasonable rate of interest on the changed account, considering the balance in it, the conditions which apply to it and market conditions.
- 26.8 If we choose not to enforce any term which forms part of these conditions or the special conditions this will not affect our right to enforce the rest of those terms.

26.9. We reserve the right to reverse or recall any transfer and/or payments made if the transfers or payments are made contrary to these conditions or the **special conditions** of the **account** or if we have reasonable grounds for believing the transfers have been made fraudulently or illegally or otherwise in breach of these conditions.

26.10 Unless **you** provide use with a suitable indemnity, requests for the transfer of monies can only be effected on receipt of written instructions to us. Instructions sent to us by e-mail will not be accepted as we are unable to positively identify that the instructions received are genuine.

26.11 Each paragraph and subparagraph of these conditions and the **special conditions** is separate from the others. This means that if we cannot enforce one paragraph or subparagraph in any of these conditions or the **special conditions** this will not affect our right to enforce any other paragraph or subparagraph.

26.12 These conditions shall be governed by and construed in accordance with the laws of Jersey or the Isle of Man, dependent on where your account is held. By completion of an application to open such an **account**, **you** submit to the jurisdiction of the courts of each Island as appropriate in any proceedings in connection with these conditions save that the Bank is not thereby to be prevented from commencing proceedings before any other court of competent jurisdiction.

Special Conditions

Special Conditions for International Bonus Saver Account

“Account” means the **International Bonus Saver Account**.

The **account** is held with Lloyds TSB Offshore Limited at its Jersey or Isle of Man branch depending upon which location is specified at the time of application. You can choose, in your application form, to have your deposit held in Jersey or Isle of Man. If **you** do not choose either, then your deposit will be held in Jersey.

1. The **account** is available in Sterling only and is only available to personal customers.
2. Minimum opening deposit is **£5,000**. **You** cannot use funds taken from another **account you** hold with either Lloyds TSB Offshore Limited or the Jersey or Isle of Man branches of Bank of Scotland to open an **account**.
3. We reserve the right to refuse any **account** balance in excess of **£1,000,000**
4. **You** are not required to provide any notice of withdrawal.
5. Additional deposits into the **account** are permitted. **You** cannot use funds taken from another **account** you hold with either Lloyds TSB Offshore Limited or the Jersey or Isle of Man branches of Bank of Scotland plc to make additional deposits.
6. Interest is tiered, which means that **you** will receive the rate for the tier particular to your balance on the full amount of your deposit. The interest rate is variable and is calculated daily on the cleared credit balance of your **account** and added to your **account** monthly on the last bank working day of each month. If the cleared balance of your **account** falls below **£5,000** the rate of interest will be determined by us at any one time.
7. Your **account** will be opened from the date we allocate **you** an **account** number, even if, for example, your **account** has a “nil” balance at that time. This is the start date of the bonus period (see special condition 12).
8. We will stop paying interest on the amount of a withdrawal on the day it is made.
9. Withdrawals by standing orders and direct debits are not allowed.
10. If **you** want to open more than one **account** in your sole name and in joint names, or in joint names, we reserve the right to refuse your deposit if the total amount to be held in those **accounts** exceeds **£1,000,000**.
11. **You** can find out the current interest rates for your **account** and any applicable fees by telephoning our Telephone Banking service or by visiting our website at www.bankofscotlandinternational.com.

Introductory Bonus

12. You will be entitled to an introductory bonus (the “**Introductory Bonus**”) on your **account** at such rate and for such period immediately following **account** opening in accordance with special condition 7 (the “**bonus period**”) as we may publicise or communicate to you in writing before or at the time of your application for the **account**.
13. The **Introductory Bonus** will be calculated daily on the cleared credit balance of your **account** during the bonus period and added to your **account** monthly on the last bank working day of each month together with any other accrued interest, as a single interest item.
14. At the end of the bonus period, no further **Introductory Bonus** will be payable on your **account**.

Special Conditions for Instant Access Savings Accounts

“Account” means the **Instant Access Savings Account**.

The **account** is held with Bank of Scotland plc, in its Jersey or Isle of Man branches depending upon which location is specified at the time of application. If no location is specified, the deposit will be held in Jersey.

1. Minimum opening deposit is **£5,000**. The **account** is available in Sterling only and is only available to personal customers.
2. **You** are not required to provide any notice of withdrawal.
3. If the cleared balance of your **account** falls below **£5,000** the rate of interest will be set at a rate determined by Bank of Scotland at any one time.
4. Interest is calculated daily on a 365 day basis and paid either monthly (on the last business day) or annually (on last business day of February) as selected. If no selection is made interest will be paid annually.
5. We will stop paying interest on the amount of a **withdrawal** on the day it is made.
6. Standing orders and direct debits are not allowed.

Special Conditions for Monthly Income Account

“Account” means the Monthly Income Account. The **account** is held with Lloyds TSB Offshore Limited, at its Jersey or Isle of Man branch depending upon which location you specify at the time of application. **You** can choose, in your application form, to have your deposit held in Jersey or Isle of Man. If **you** do not choose either, then your deposit will be held in Jersey.

1. The **account** is available in Sterling only to personal customers.
2. Minimum opening deposit is **£25,000**.
3. We reserve the right to refuse any **account** balance in excess of **£1,000,000**.
4. Withdrawals – If your account balance is **£25,000** or more, **you** can make one withdrawal of up to **£5,000** each calendar month without notice or losing interest. To make further withdrawals which will leave a balance of at least **£25,000** in your account, or to close the **account**, where the balance in the account is

- £25,000 or more, **you** must give at least 90 days' notice or, for easy access to your money, lose an amount equal to 90 days' interest on the amount you take out. If your **account** balance is below £25,000, you will earn interest at a lower rate than that paid for balances of £25,000 or more, and you can make withdrawals without providing 90 days' notice and without loss of interest.
5. The interest rates are variable. Interest is calculated on a tiered basis, which means that you will receive the rate for the tier particular to your balance on the full amount of your deposit.
 6. Interest is calculated daily on a 365 day basis. Interest is paid monthly. You can select the date of the month that interest will be paid. If you do not select the date, then interest will be paid on the same date each month as the date of **account** opening. In either case, if this date falls on the 29th, 30th or 31st of a month, interest will be paid on that date in all months where that date is available and on the last day of the month, where it is not available (e.g. in February, it will be paid on the 28th, or 29th in a leap year). Once the **account** has been opened, you cannot make changes to the interest payment date.
 7. Interest cannot be added to your **account**. Interest will be paid into another **account** nominated by you. Transmission charges may apply if your nominated **account** is held by another bank. For details of our transmission charges please see our charges leaflet.
 8. Standing orders and direct debits are not allowed.
 7. If **you** close your **account** before the end of the full term you selected, breakage fees will apply. **You** will lose an amount equal to six days' interest (calculated at the same rate at which interest is paid on your **account**) for each remaining month or part month of the investment term **you** chose. This is subject to a minimum of 30 days' interest.
 8. If the maturity date falls on a non-**bank working day** then the maturity date will be the next **bank working day**.
 9. A certificate of investment will be sent to **you** when your **account** is opened. This certificate will confirm the term of your **account** and will remind **you** that it is your responsibility to contact us to give us your maturity instructions. We will also contact **you** to remind **you** of your maturity date. In the absence of instructions to the contrary being received before 4 pm (UK time) on the last bank working day prior to the date of maturity, your matured funds will be re-invested in a new **account**. If you have an **account** that pays interest on maturity the accrued interest will be re-invested together with the principal, unless you instruct us otherwise. The reinvestment will be for the same term as your existing **account** and at the new rate of interest applicable for that particular term on the date of re-investment. **You** can find the indicative interest rate applicable to your new **account** by visiting our website www.bankofscotlandinternational.com or by telephoning our Telephone Banking Service. A new certificate of investment will be issued upon re-investment.

Special Conditions for Fixed Rate Account

"**Account**" means the Fixed Rate Account. The account is held with Lloyds TSB Offshore Limited, at its Jersey or Isle of Man branch depending upon which location you specify at the time of application. You can choose, in your application form, to have your deposit held in Jersey or Isle of Man. If you do not choose either, then your deposit will be held in Jersey.

1. Minimum opening deposit is £10,000. No additional deposits or withdrawals allowed once the **account** is open. The **account** is available in Sterling only, and is only available to personal customers.
2. We reserve the right to refuse any **account** balance in excess of £1,000,000.
3. The rate of interest is fixed at the opening of the **account** and is fixed for the duration of the term that is selected at the outset.
4. The term can be fixed for a period between 6 months and 3 years, as agreed by **you** with us.
5. Interest is calculated daily on the balance held in the **account**.
6. Interest is paid as selected from one of the following options:
 - at maturity, (for an **account** where the term is less than 1 year), added to the **account** or paid to another account.
 - monthly (at a slightly lower rate), paid to another account for the terms between 1 and 3 years; or
 - annually, paid to another account (for terms of 2 and 3 years)

10. If you want to open more than one **account**, in your sole name, in your sole name and in joint names, or in joint names, we reserve the right to refuse your deposit if the total amount to be held in those **accounts** exceeds £1,000,000.
11. Standing orders and direct debits are not allowed.

Special Conditions for Matured Funds Account

The Matured Funds Account ("**account**") is held with Lloyds TSB Offshore Limited at its Jersey branch, if your matured **account** was held in Jersey, or in the Isle of Man branch, if your matured account was held in the Isle of Man.

1. **You** are not required to provide any notice of withdrawal and will not suffer any loss of interest for withdrawal.
2. Request for withdrawal/closure can only be made using our Telephone Banking Service (password required) or by post.
3. Interest is calculated daily on a 365 day basis. This will be paid into the **account** annually (on last business day of February)
4. The variable rate of interest will be set at a rate determined by Lloyds TSB Offshore Limited.
5. Standing orders and direct debits are not allowed.

Special Conditions for Base Rates Tracker Account

“Account” means the Base Rates Tracker Account. The **account** is held with Lloyds TSB Offshore Limited, at its Jersey or Isle of Man branch, depending upon which location you specify at the time of application. You can choose, in your application form, to have your deposit held in Jersey or Isle of Man. If you do not choose either, then your deposit will be held in Jersey.

1. The **account** is available in Sterling, US Dollars or Euro and is only available to personal customers.
2. A minimum opening balance of £25,000, \$50,000 or €35,000 (“**minimum opening balance**”) is required to open a Base Rates Tracker Account depending on the currency of the **account** chosen. **You** cannot use funds taken from another account you hold with either Lloyds TSB Offshore Limited or the Jersey or Isle of Man branches of Bank of Scotland to open an **account**.
3. We reserve the right to refuse any **account** balance in excess of £1,000,000, \$2,000,000 or €1,400,000, respectively.
4. You can make unlimited foreign exchange **withdrawals**. “Foreign exchange” for the purposes of the **account** means the withdrawal of funds from your **account** in a currency other than the currency of your **account**.
5. You can make up to four withdrawals a year in the same currency as your **account**. ‘Year’ means the period of one year from the date the **account** was opened or, in later years, one year from the anniversary of the date of **account** opening.
6. If you make any more than four withdrawals a year in the same currency as your **account**, you will lose an amount equal to 30 days interest on the amount you withdraw. Closing your **account** is classed as a withdrawal.
7. The interest rates are variable. Interest is calculated daily on a 365 day basis for **accounts** held in Sterling and 360 day basis for **accounts** held in US Dollars and Euros in line with established international practice. Interest is paid annually on the last **bank working day** of August.
8. Interest rates will be the same as and will track, Bank of England Base Rate (for **accounts** held in Sterling), US Federal Funds Rate (for **accounts** held in US Dollars) or European Central Bank Minimum Lending Rate (for **accounts** held in Euros), on balances over the **minimum opening balance**, until the first anniversary of account opening. From that date until the second anniversary of **account** opening the interest rate on balances over the **minimum opening balance** will be tracked at 0.20% below Bank of England Base Rate (for **accounts** held in Sterling), 0.20% below US Federal Funds Rate (for **accounts** held in US Dollars) or 0.20% below European Central Bank Minimum Lending Rate (for **accounts** held in Euros). After the second anniversary of **account** opening, interest rates will be variable as determined by us at that time.
9. Interest can be added to your **account** or paid into another account nominated by you. Transmission charges may apply if your nominated account is held by another bank. For details of our transmission charges please see our Charges Leaflet.
10. If the balance of your **account** falls below the **minimum opening balance** interest will be paid on your **account** at a rate that will be determined by us

at any one time and will be at a lower rate than the rate that is paid on balances at or in excess of the **minimum opening balance** requirement. In these circumstances you can make withdrawals in the same currency as your **account**, without loss of interest.

11. If you want to open more than one **account** in the same currency, in your sole name and in joint names, or in joint names, we reserve the right to refuse your deposit if the total amount to be held in those accounts exceeds £1,000,000, \$2,000,000 or €1,400,000 respectively.
12. Standing orders and direct debits are not allowed.

Special Conditions for International US Dollar and Euro Saving Accounts

“Account” means International US Dollar and Euro Saving Accounts (as appropriate) unless otherwise specified. The **account** is held with Lloyds TSB Offshore Limited, at its Jersey or Isle of Man branch depending upon which location you specify at the time of application. If no location is specified, the deposit will be held in Jersey.

1. Minimum opening deposit is US\$5,000 for the International Dollar Saving Account and deposits are held in US dollars, or €5,000 for the International Euro Saving Account and deposits are held in Euro.
2. The interest rates are variable. Interest is calculated on a tiered basis which means that you will receive the rate for the tier particular to your balance on the full amount of your deposit.
3. If the balance of your account falls below the minimum balance of US\$5,000 International Dollar Saving Account or €5,000 for the International Euro Saving Account, interest will be paid on your account at a lower rate that will be determined by us and will be lower than that paid for balances in excess of the minimum opening deposit.
4. Interest is calculated daily on the outstanding balance and credited to the account annually on 31st December. Interest is calculated on a 360-day year basis in line with established international practice. The rate paid will vary in line with prevailing market conditions.
5. Standing orders and direct debits are not allowed.

Special Conditions for Fixed Term Deposit Accounts

“Account” means the Fixed Term Deposit Account and is offered by Lloyds TSB Offshore Limited, Jersey and Isle of Man branches.

1. The minimum initial deposit is £25,000, US\$50,000, €35,000 or currency equivalent of £25,000.
2. The **account** can be established in most major currencies.
3. When the **account** is opened it is a requirement that a Call Deposit Account is opened at the same time unless you already have a Call Deposit Account in the same currency. The Special Conditions for Call Deposit Accounts, with the exception of condition 1 (minimum initial deposit) will apply to the Call Deposit Account.
4. The rate of interest is agreed at the opening of the account and is fixed for the duration of the term that is selected at the outset.
5. Terms can be fixed for any of the following periods: 7 days, 2 weeks, 1 month, 2 months, 3 months,

6 months or 12 months. The Bank may consider periods outside these at its discretion.

6. If the balance of your Fixed Term Deposit Account falls below the minimum balance required (see point 1 above) interest will be paid on your **account** at a lower rate which will be determined by the Bank and shall be lower than that paid for balances in excess of the minimum requirement.
7. Interest is calculated daily on the outstanding balance and added to the deposit (or paid to another **account** where the Bank has been instructed to do so) on the maturity date.
Interest on US Dollars and most other major international currencies is calculated on a 360-day year basis (Sterling 365- day year) in line with established international practice.
8. Repayment can normally only be made on maturity. Withdrawals are not permitted during the term of any deposit, except on payment of a fee of £250 plus the cost to the bank of breaking the deposit.
9. On maturity the **account** will automatically be renewed for the same term at the interest rate applicable at the time unless different instructions have been received by 11.30 am on the maturity date for a Sterling Account and by 11.30 am, 2 business days prior to the maturity date for a Currency Account.
10. On maturity the balance of the **account** plus interest (if it is to be added to the **account**) will be credited to the Call Deposit Account. Any lodgements and/or repayments (both partial and full repayment) will be transacted through the Call Deposit Account. The resultant balance will then be reinvested in accordance with your instructions (see also conditions 6 & 9).
11. Standing orders and direct debits are not allowed.

Special Conditions for Call Deposit Accounts

"**Account**" means the Call Deposit Account and is offered by Lloyds TSB Offshore Limited, Jersey and Isle of Man branches.

1. The minimum initial deposit is £50,000, US\$75,000, €70,000 or currency equivalent of £50,000.
2. If the balance of your Call Deposit Account falls below the minimum balance of £50,000 or currency equivalent interest will be paid on your **account** at a lower rate that will be determined by the Bank and will be lower than that paid for balances in excess of the minimum requirement.
3. Withdrawals may be made at any time by giving written instructions to the Bank, subject to clause 1. Instructions must be received by the Bank by 12 noon on the date of withdrawal for a Sterling Account and two business days prior to the date of withdrawal for any other currency.
4. Interest is calculated daily on the outstanding balance and credited to the **account** half-yearly on the last business day of February and August. Interest on US Dollar and most other major international currencies is calculated on a 360-day year basis (Sterling 365-day year) in line with established international practice. The rate paid will vary in line with prevailing market conditions.
5. Standing orders and direct debits are not allowed.

Telephone Banking Service (“the Service”) Conditions

The “Telephone Banking Service” is a service that allows some customers to get certain information and give instructions by phone.

1. In these conditions we have put the following words in bold type because they have a special meaning.

“**The Bank**” means the Bank of Scotland plc and Lloyds TSB Offshore Limited together with their respective successors, assigns, directors, employees, agents, subsidiaries and associated companies.

“**Instructions**” means **the Bank** will accept and act upon instructions given by you via telephone.

“**you**” means the person(s) who has completed the necessary security requirements for the Lloyds TSB Offshore Limited Telephone Banking Service.

2. **The Bank** recognises that many of its customers wish to enquire about, or transact business on, their accounts via telephone. As these methods of communication are, to an extent, insecure, it is **the Bank’s** policy, unless otherwise instructed, not to discuss, or accept transaction **instructions** in connection with an account via telephone. Accordingly, if **you** want to make enquiries and/or issue **instructions** to **the Bank** via any or all of these media then **you** must indicate in the appropriate section of the Account Application Form and sign the declaration. By signing the declaration **you**:
3. hereby request and authorise the bank to accept and act upon instructions given by **you**;
4. understand that **the Bank** will not act upon the **instructions** unless they include the code word provided in your Account Application Form. **You** must not allow anyone else to use your code word and **you** must not tell anyone else what it is (except that we will ask you to tell us your code word before using the service). We may also ask **you** other security questions;
5. understand and accept that the risk of the **instructions** being misunderstood, and the risk of the **instructions** being given by an unauthorised person are yours and you agree that, in consideration of **the Bank** agreeing to execute the **instructions** immediately, **the Bank** shall not be liable for any loss which **you** (or any of **you**) may incur as a result;

6. hereby indemnify and hold **the Bank** harmless against any cost, claim, damage, liability or loss incurred or suffered by **the Bank** as a result of its carrying out the **instructions** as **the Bank** understood them (its interpretation of the **instructions** being conclusive); and/or carrying out **instructions** given by a person purporting to be (but, in fact, not) authorised on my/our behalf;
7. if so requested by **the Bank**, **you** will immediately confirm the **instructions** in writing provided that failure on the part of **the Bank** to receive or request such confirmation will not affect the **instructions’** effectiveness or validity. If **you** write to us to confirm your telephone **instructions**, **you** should make it clear that your letter confirms your earlier **instructions**. If **you** do not, we will not be liable if we deal with your letter as a new **instruction**;
8. we may write to **you** to confirm your telephone **instructions** or any steps taken following your **instructions**. If we do, **you** should check our letter and let us know straightaway if **you** think that it does not set out what **you** asked us to do;
9. confirm that where this mandate is executed by more than one person our liability hereunder shall be joint and several;
10. if we let **you** use the Telephone Banking Service and **you** have more than one account with us then, unless we tell **you** otherwise when we first let **you** use the service, **you** may use the service for any one or more of the accounts which **you** have named on your application form for the service. If **you** later open another account **you** can tell us on your application form whether **you** want to use the service for your new **account**;
11. this mandate is intended to supplement and be read in conjunction with **the Bank’s** Terms and Conditions of business which will apply in so far as they are not expressly amended by, or inconsistent with, the terms of this mandate;
12. **the Bank** shall cease to be under any further obligation in respect of this mandate if it gives **you** written notice to such effect, such notice to be effective seven days after being posted to my/our address for correspondence currently held on its files.

24 hour Telephone Banking Service Terms and Conditions

1. In these conditions we have put the following words in bold type because they have a special meaning.

'Account(s)' means any account(s) held by us in your name, either in single or joint names. If the **account** is in joint names, the Service is available only if the mandate for the account allows **operations** by either of the joint named account holders.

'Agreement' means the Agreement for operation of the Service between you and us, the terms of which are these Terms and Conditions together with the terms applicable to any mandate or other application form or document that you may complete or sign in relation to the Service, all as varied from time to time.

'we/us' means Bank of Scotland plc.

'you' means the person(s) who has completed the necessary security requirements for the Bank of Scotland Telephone Banking Service.

'Access Code' is the personal password advised to the Service by you.

'Service' means the service known as Bank of Scotland Telephone Banking provided by us to enable **you** to contact us by telephone and thereby:

 - (a) obtain information relating to the **Account(s)** including transactions and standing instructions.
 - (b) transfer funds to and from the **Account(s)**.
 - (c) request from us the supply of items, such as cheque books and statements, which relate to the **Account(s)**.
 - (d) use any other facilities which may be available from the Service.
 2. The **Service** is provided subject to these Terms and Conditions, which are in addition to and should be read together with any other Terms and Conditions, mandates or agreements relevant to the **Account(s)**. We may vary the Terms and Conditions after giving **you** not less than one month's notice except where legislation requires an immediate change.
 3.
 - (a) **You** must keep details of **your Access Code** secret. You will not disclose the **Access Code** giving access to the **Service** to any person other than Service Staff.
 - (b) **You** will take all reasonable precautions to prevent unauthorised use of the **Service** and unauthorised access to the **Account(s)**.
 - (c) If **you** suspect that the **Access Code** has become known to someone else, **you** shall immediately notify Service Staff and arrange to change the **Access Code**.
 - (d) If **you** have deliberately or negligently disclosed the **Access Code** to someone else, **you** will be liable for any transactions on the **Account(s)**. Under these circumstances we will not be liable for any losses incurred by **you** as a result of our disclosure of information regarding the **Account(s)**.
 4. We are authorised by **you** to act on all instructions received in respect of the **Account(s)** either in writing or verbally via the **Service**, and to debit and credit the **Account** with the amount of all transactions initiated by either means provided that, with regard to verbal instructions, they are authenticated by the use of:
 - (a) the **Access Code**, and
 - (b) any other procedures which may be agreed in writing between the Customer and the Bank.In cases involving the transfer of funds from your **Account**, the maximum sum which can be authorised in any one business day is limited to £50,000.
- For security purposes and to maintain the highest level of service, all telephone conversations between **you** and Service staff may be recorded and certain calls may be monitored by Service staff.
5. Provision of the **Service** will not entitle you to overdraw the **Account(s)** if borrowing arrangements have not been made with us nor to overdraw in excess of any borrowing limit agreed by us.
 6. **We** will not be responsible for any loss suffered by any party should the **Service** be unavailable by reason of:
 - (a) any industrial action
 - (b) the failure of your or our telephone equipment; or
 - (c) any other circumstances not reasonably within our control.
 7. In order to protect **you**, us and the banking systems, we are entitled immediately to suspend withdraw all or part of the **Service** if:
 - (a) the **Account(s)** is/are being operated without the terms of this **Agreement**, or
 - (b) **we** have reasonable grounds to believe that the **Service** may be being used negligently, illegally or fraudulently, or
 - (c) **we** believe that security of our systems used to provide the **Service** may be compromised.In any circumstances, we reserve the right to reverse or recall any transactions made the **Service**.
Otherwise the **Bank** will terminate the **Service** only after giving not less than one month's notice.
You will remain liable for all transactions and obligations (and related interest and charges) which are incurred before and after termination.
 8. The financial information available by means of the **Service** is for reference purposes only. Timing of processing of transactions through our books may vary depending on whether processed manually or electronically and on whether they can be updated immediately be processed until after the close of business. It may therefore be that the account information available through the **Service** will not reflect transactions that may be in our hands but not been processed or may reflect transactions which have still to be verified for payment shall not be liable for any loss incurred or damage suffered by you by reason or in consequence any such financial information not being complete or up to date. Telephone calls may be for security purposes and may be monitored under our quality control procedures.

Terms and Conditions of Use for Bank of Scotland Keycard

Definitions: In these conditions:-

"This Agreement" means the agreement between the Bank and the Customer, the terms of which are these conditions as varied from time to time.

"ATM" means Automated Telling Machine from which cash may be withdrawn by use of a Card.

"The Bank" means Bank of Scotland plc and its successors and assignees.

"Card" means the Bank of Scotland Keycard issued to a Cardholder.

"Card Account" means an account maintained by the Bank in name of the Customer, to which Card transactions are debited.

"Cardholder" means any person for whose use a Card is issued by the Bank.

"Customer" means the person in whose name this Agreement is made, and where the Customer consists of two or more Persons, then that definition shall throughout mean all or any of them, and the liability of such Persons shall be joint and several.

"Card Number" means the number embossed or otherwise marked upon the Card.

"PIN" means the personal identification number issued to a Cardholder.

"Person" means any individual or group of individuals, and includes a partnership or other unincorporated body.

The **Cardholder** must sign the **Card** immediately on receipt and the **Card** may only be used by the **Cardholder** during the validity period embossed on the **Card**.

Any **Card** use may not be countermanded for any reason. **The Bank** is irrevocably authorised (a) to debit the **Card Account** with all amounts withdrawn through an **ATM** by means of any **Card** issued to the **Cardholder**, and (b) to act on instructions related to the transfer of funds and personal services effected by means of any **Card** issued to the **Cardholder**.

Possession of a **Card** does not entitle the **Cardholder** to:

- draw more than the amount in cash intimated to the **Cardholder** from time to time by **the Bank** in any one day through an **ATM** and
- overdraw the **Card Account** if no overdraft arrangements have been made or
- overdraw the **Card Account** in excess of any overdraft limit agreed by **the Bank**.

The **Card** will remain the property of **the Bank**, and should be destroyed on its expiry or returned to **the Bank** on demand.

Every possible care will be taken by the **Cardholder** and the **Customer** to:

(a) to prevent the **Card** and/or any record of the **PIN** being lost, stolen or misused and,

(b) to prevent anyone else knowing the **PIN**. The **Cardholder** or the **Customer** will notify **the Bank** immediately of any loss, theft or misuse becoming known to the **Cardholder** or the **Customer**. Additionally, the **Cardholder** or the **Customer** will notify **the Bank** as soon as possible after the **Cardholder** or the **Customer** suspects or has reason to suspect that details of the **PIN** have become known to any unauthorised person. The **Customer** will be liable for all transactions up to a total of £50 (or such greater statutory maximum for the time being as may be applicable) until receipt by **the Bank** of such notification. This means that, within the £50 limit, the **Customer** may have to bear a loss when a **Card** has been used for an unauthorised transaction before the **Cardholder** or **Customer** has advised **the Bank** that the **Card** has been lost, stolen or misused. Confirmation in writing by the **Cardholder** or **Customer** should be sent to **the Bank** within 7 days of any verbal notification. After **the Bank** has been effectively notified of the loss, theft or misuse of the **Card**, the **Customer's** liability for any subsequent use of the **Card** will cease. There will be no limitation of a **Customer's** liability where the **Cardholder** or **Customer** has acted fraudulently or been grossly negligent. In cases of disputed transactions, the burden of proving fraud or gross negligence will lie the bank. The **Customer** will not be liable for any losses incurred by **the Bank** where the **Customer's Card** or **Card number** has been used without the **Customer's** authority in a transaction where exclusive use is made of distance communication up to and including when the transaction is concluded. Distance communication means communication where the supplier and the consumer are not physically present at the same time. For the avoidance of doubt, this includes transactions carried out by mail, telephone, facsimile, e mail, and all other forms of electronic communication.

The **Cardholder** and the **Customer** will not disclose the **PIN** to any other person, including the Police and Bank Staff, none of whom can have any legitimate reason for asking for the number, nor will the **Cardholder** or the **Customer** pass the **Card** to any other person.

If the **Card** is lost or stolen and/or the **PIN** is disclosed to or may have been discovered by any other person, the Bank may inform the Police and furnish them with such information as they require.

The Bank may vary this agreement after giving the Customer not less than one month's notice except where legislation requires an immediate change. Variation of the terms will normally be to reflect changes in market conditions, good banking practice and legislation. In order to protect the Customer, the Bank and the banking systems, the Bank is entitled to immediately suspend or withdraw the right to use the Card if:

- the Card and/or PIN is being used out with the terms of this Agreement, or
- the Bank has reasonable grounds to believe that the Card and/or PIN may be used negligently, illegally or fraudulently or

- the Bank believes that security of its systems used to provide the service may be compromised. The Customer will remain liable for all transactions or obligations (and related interest and charges) which are incurred before and after terminations.

The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any ATM, data processing system or transmission link or to industrial dispute or anything outside the Bank's control or of the Bank's agents or sub-contractors.

Points to note

"Bank of Scotland" and "the Bank's logo" are registered Trade Marks of Bank of Scotland plc.

To comply with anti-money laundering and anti-terrorism laws,

1. Remittance messages in respect of UK and International Transfer of Funds must now contain your address or your date and place of birth; this will be seen by the beneficiary's bank and may be made available by them to other parties.
2. Personal information relating to individuals named in transfer requests may be processed for the purposes of complying with applicable laws, including without limitation anti-money laundering and anti-terrorism laws and regulations, and fighting crime and terrorism. This may be disclosed to any government entity, regulatory authority or to any other person we reasonably think necessary for those purposes. This may mean that personal information will be transferred outside of Isle of Man, Jersey or the EEA (European Economic Area which comprises the 27 member states of the European Union, together with Iceland, Liechtenstein and Norway.) to countries which do not provide the same level of data protection as we do.

Rules and regulations made under the UK Financial Services and Markets Act 2000, including the Financial Services Compensation Scheme, do not apply to the financial services business of companies within the Lloyds Banking Group carried out from offices outside the United Kingdom.

The Isle of Man Branch of Lloyds TSB Offshore Limited is a member of the Depositors' Compensation Scheme as set out in the Compensation of Depositors Regulations 2008, as amended.

Although interest is quoted gross of tax, it may be subject to tax according to the tax rules in the country in which you reside for tax purposes. You must advise your local tax authority of the amount of interest earned if there is a legal requirement for you to do so.

If you are resident in an EU Member State, we may be required to apply a retention tax to interest earned on your account or, with your permission, provide details about you and your account to the appropriate tax authority. If this proves necessary, we will advise you of the options available to you.

Any retention tax that we may be required to deduct from your account may be creditable against other tax liabilities, depending on the tax rules in your country of residence.

If you are not satisfied with any of our products or services we have a complaint handling procedure that you can use to resolve such matters. A leaflet giving details of the procedure can be obtained by contacting the bank.

The English language will be used in the contract and all subsequent communications.

Bank of Scotland International is a registered business name in Jersey and the Isle of Man for Lloyds TSB Offshore Limited. Registered Office: PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG. Registered in Jersey, number 4029. Regulated by the Jersey Financial Services Commission. The Isle of Man branch of Lloyds TSB Offshore Limited is licensed by the Isle of Man Financial Supervision Commission to take deposits and carry on investment business and is registered with the Insurance and Pensions Authority in respect of General Business. Business Address: PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ.

Lloyds TSB Offshore Limited places funds with other parts of the Lloyds Banking Group and thus its financial standing is linked to that of the Lloyds Banking Group. Prospective depositors should satisfy themselves as to the financial standings of Lloyds TSB Offshore Limited and its parent based upon publicly available information. An abridged version of Lloyds TSB Offshore Limited's latest financial statements is available on www.lloydtsb-offshore.com Bank of Scotland International is a registered business name in Jersey and the Isle of Man for Bank of Scotland plc, regulated by the UK Financial Services Authority and part of the Lloyds Banking Group. Registered in Scotland No. SC327000. Registered Office: The Mound, Edinburgh, EH1 1YZ. Bank of Scotland plc is regulated by the Jersey Financial Services Commission and licensed by the Isle of Man Financial Supervision Commission to take deposits. The principal business address in the Isle of Man for Bank of Scotland plc is Evergreen House, 43 Circular Road, Isle of Man, British Isles.

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. For these purposes "associated companies" includes Lloyds Banking Group plc and any subsidiary, affiliate or other firm directly or indirectly controlled from time to time by either Lloyds Banking Group plc or us.

LOOK AT THINGS DIFFERENTLY
 **BANK OF SCOTLAND**