

Terms and Conditions



International

The conditions in this leaflet, starting on this page, 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.

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.

1. The conditions for the account

1.1 In these conditions “you”, “your” and “customer” refer to the account holder or, in the case of joint accounts, all of the account holders. We have put the following words in bold type because they have a special meaning.

- This “**account**” is your Halifax International **account** held with Lloyds TSB Offshore Limited. References in these conditions to “we”, “us”, “the Bank” or “Halifax International” are references to the deposit taker, Lloyds TSB Offshore Limited.
- “**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 a bank or public holiday in either the Isle of Man, Jersey or England.
- Your “**certificate**” is any certificate, 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.
- “**Services and facilities**” are features connected with your **account** which are of benefit to you, such as the online or telephone banking service.
- 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**. Your instructions may include standing orders, request for a cheque, CHAPS, international payments or any other payment instructions including those made through the telephone or online banking service.

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.
- 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 fourth **bank working day** after we get it. This includes the day we get it. For example, if you pay a cheque in on a Monday you can take the money out of your **account** on the Friday of the same week as long as neither the Monday nor any of the weekdays in between is a bank or public holiday in either the Isle of Man, Jersey or England.
- 2.5 If you pay money into your currency **account** (that is, an **account** maintained in a currency other than Sterling) 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. Such payments will need to be sent for **negotiation** or **collection**. Please see condition 2.6 below under **negotiation** and **collection** for details and timescales.
- 2.6 Please note that if you pay non-Sterling cheques/money drafts into your **account** they cannot be processed through the United Kingdom clearing facilities, and therefore they will need to be sent for **negotiation** or **collection**. Please see below under **negotiation** and **collection** for details and time scales.
- **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 8 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 paid by the paying bank. 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 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 us.
- 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” in any of the Channel Islands).
- 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 cannot use your **account** at any branch counter of Bank of Scotland International or at any branch or agency counter of Bank of Scotland plc.
- 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, the Isle of Man and the United Kingdom, we will send it by telegraphic transfer unless you ask us to send it another way.
- 3.4 For security reasons, we set limits on the amount you can take out of your **account** using our internet banking service, Halifax International Online.
- 3.5 You will not be able to carry out foreign exchange transactions using the Halifax International Online service.
- 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 Halifax International 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 second **bank working day** after we receive it. This does include the day we get it. For example, if we get a cheque on a Monday we will pay interest on it from the Wednesday as long as neither the Monday nor any of the weekdays in between is a bank or public holiday in either the Isle of Man, Jersey or England.
- 4.5 If you pay money into your **account** using a cheque or money draft which does need to be sent for **negotiation** or **collection**, (for negotiation and collection, please see condition 2.6 over) 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 12.8) 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 conditions 5.2 to 5.4.
- 5.2 If your **account** is held in your sole name and any money is overdue for payment on any other account you have with us (whether it is in your sole name or jointly with someone else) we may take the money you owe us out of your **account**. We can do this without giving you notice.
- 5.3 If your **account** is held jointly and any money is overdue for payment on any other joint account you both have with us, we may take the money you owe us out of your **account**. We can do this without giving you notice.
- 5.4 If your **account** is held jointly and any money is overdue for payment on any other account either of you have with us, whether in your sole name or in joint names, we may take the money you owe us out of your **account**. We can do this without giving you notice.
- 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.
- 5.5 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 or for reasons beyond our control, we cannot guarantee that a particular payment will reach the recipient by a given date or time.
- 5.6 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**.
- 5.7 Where you ask us to make a payment on your behalf or where you make a payment yourself using Telephone Banking Service or Halifax International Online, you must ensure that the correct sort code, account number and reference number (where appropriate) of the person the payment is going to is used. If you provide us with, or use incorrect details yourself, the payment may be delayed, returned or paid into the wrong account and you may be liable for any resulting loss. **We are not responsible for any loss caused by the use of any incorrect sort code, account number and reference number provided by you.**
- 6. What happens if a cheque is “out-of-date”?**
- If you want to pay a cheque into your **account**:
- more than 6 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 redate 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 and 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 and 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 and 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 Halifax International Online Service or the Telephone Banking Service, and we agree, we will ask you to confirm that we can accept the instructions 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 2 people can apply to invest in a joint Halifax International **account**.

14.6 If we find out that there is a disagreement between any of the **account** holders, we may freeze your **account** or only allow **withdrawals** and other 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, Halifax International Online Service and/or the Telephone 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 3 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 conditions which apply to any **services or facilities** on your **account**, if it is reasonable to make the change:

- to reflect changes in market conditions beyond our control;
- 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 in the costs we incur in providing the **account** or the **services and facilities** (including changes in the technology we use);
- because of the reasonable steps we have taken to change our systems for managing the **account**;
- because of reasons outside our control;
- to make them easier to understand or fairer to you;
- to reflect changes to the way we look after your **account** or Halifax International accounts generally;
- to correct mistakes;
- because we are going to take over, take control of or acquire the business of another bank or organisation offering similar services;
- because we 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;
- because a service or facility is provided for us by a third party and for good commercial reasons we decide to use another third party or the third party who provides the service or facility no longer does so;
- to reflect changes in technology or security design.

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 (but we need not give notice of the change to the customers whose conditions stay the same).
- 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 and 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 and facilities** available on your **account** or the conditions that apply to them, we may suspend or withdraw those **services and facilities** instead if it is reasonable to do so in all the circumstances.
- 18.6 If you have an **account** that pays interest at a fixed rate, the interest rate will not change during the term of the fixed rate. 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 beyond our control;
- to reflect changes in the interest that we are paid on money which we place with Lloyds Banking Group plc.;
- to reflect changes in the rates of interest which banks and other organisations offering similar services pay to customers (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**; because the change will be of benefit to you;
- to reflect changes to the costs we incur in looking after your **account** or deposit accounts generally (including changes in the technology we use) because of:
 - the reasonable steps we have taken to change our systems for managing those accounts, or reasons outside our control; or
 - because:
 - (a) we or Lloyds Banking Group plc are going to take over, take control of or acquire the business of another bank or organisation offering similar services; or
 - (b) we or Lloyds Banking Group plc 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 19).

19. How will we tell you about any changes?

- 19.1 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 1 newspaper published and circulated widely in the Isle of Man, at least 1 daily newspaper published and circulated widely in the United Kingdom, and at least 1 newspaper circulated internationally; and
 - by putting a notice on our website; or
 - by writing to you.

- 19.2 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 at the earliest opportunity. If the **special conditions** say that you must give us a minimum amount of notice to close your **account**, then for the period of notice on your **account** you may close your **account** without notice (and without our taking anything off the balance in your **account** under condition 17.2). If the **special conditions** for your variable rate fixed term **account** say that you cannot close your **account** before the end of a fixed term, or say that if you did close then we would take money off your **account** under condition 17.2, then for a period of 60 days from the date of the notice, you may close your **account** without notice and without our taking anything off the balance in your **account** under 17.2).
- 19.3 Except where condition 19.4 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 newspaper published and circulated widely in the Isle of Man, at least 1 newspaper published and circulated widely in the United Kingdom and at least 1 newspaper circulated internationally or by writing to you.
- 19.4 If we change the conditions, the **special conditions** or the conditions that apply to any of the **services and 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 at least 30 days before we make the change. If the **special conditions** say that you must give us a minimum amount of notice to close your **account** or if you have a fixed term **account**, then at any time before the change to conditions comes into force, you may close your **account** without notice (and without our taking anything off the balance in your account under condition 17.2). When we write to you, we will tell you how long you have to close your **account** without our taking anything off the balance.
- 19.5 If we increase any charges, make new or different charges or change the way you have to pay charges for general **account** services we will give you at least 30 days' notice in writing. If the **special conditions** say that you must give us a minimum amount of notice to close your **account**, then at any time before the change to charges comes into force, you may close your **account** without notice (and without our taking anything off the balance in your **account** under condition 17.2).
- 20. What conditions apply to notices about your account?**
- 20.1 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 the Isle of Man) or 10 days after they were posted (if sent to an address outside the Isle of Man). We may send notices by email and will treat them as arriving the day after we send them.
- 20.2 You must write to us straight away if you change your name, address or email address. If you only change your address and we let you use the Telephone Banking Service you can use this service to tell us your new address.
- 20.3 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.
- 20.4 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.
- 21. What happens if you cannot look after your finances any longer?**
- 21.1 If we are satisfied that you cannot look after your finances any longer, or a court having the jurisdiction to do so determines that you cannot look after your finances any longer, we may allow someone who is authorised to do so under Isle of Man law to use your **account**.
- 21.2 If we allow someone else to use your **account** under condition 21.1, you may be legally responsible for anything they do.
- 21.3 If we allow someone to use your **account** under condition 21.1 and we think that person is using your **account** wrongly, we may stop them using it.
- 22. 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, the Halifax International Online 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.
- 23. When can we tell someone else about your account?**
- 23.1 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).
- 23.2 For operational purposes, information about Isle of Man accounts and customers may be held in Jersey and vice versa. In addition, certain customer details may be held in Lloyds Banking Group in the United Kingdom for payment processing purposes. The holding of such information in these jurisdictions may cause it to become subject to the powers of the Jersey, Isle of Man and/or United Kingdom authorities (as applicable) in addition to those of the jurisdiction in which the **account** is maintained.

24. 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 Representation (such as a Grant of Probate or Letters of Administration) from the courts of the Isle of Man
- can use the **account** (even if the number of the **account** changes) once they have obtained the appropriate Grant of Representation 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 14.4.

25. General

- 25.1 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.
- 25.2 We can transfer your **account** to any other subsidiary of Lloyds Banking Group plc offering similar facilities. If we do we will tell you in writing.
- 25.3 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.
- 25.4 For similar reasons, we can also change the name of any service that we let you use on your **account**, without giving you notice.
- 25.5 You must give us an example of your signature if we ask you to.
- 25.6 We may monitor and record phone calls to or from us (whether or not you use the Telephone Banking Service). We may do this to check any instructions you give us over the phone and to help train our staff.
- 25.7 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.
- 25.8 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.
- 25.9 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.
- 25.10 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.
- 25.11 These conditions shall be governed by and construed in accordance with the laws of the Isle of Man, which is where your **account** is held. By completion of an application to open such an **account**, you submit to the jurisdiction of the courts of the Isle of Man 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 Halifax International Bonus Saver Account.

“**Account**” means the Halifax International Bonus Saver Account. The **account** is held with Lloyds TSB Offshore Limited in the Isle of Man.

1. The **account** is available in Sterling only and is only available to personal customers.
2. Minimum opening deposit is £2,500. You cannot use funds taken from another account you hold with Bank of Scotland International (this includes accounts in the name of Halifax International) or the Jersey or Isle of Man branches of Bank of Scotland plc to open an account.
3. We reserve the right to refuse any **account** balance in excess of £500,000.
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 Bank of Scotland International (this includes accounts in the name of Halifax International) 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 £2,500 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 below).
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 £500,000.
11. You can find out the current interest rates for your account and any applicable fees by visiting our website at www.halifax-international.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 above (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 Variable Rate Halifax International Web Saver

“**Account**” means the Variable Rate Halifax International Web Saver. The **account** is held with Lloyds TSB Offshore Limited in the Isle of Man.

1. The **account** is available in Sterling, US Dollars or Euros and is only available to personal customers.
2. A minimum opening balance of £1,000, \$1,000 or €1,000 (“minimum opening balance”) is required to open a Variable Rate Halifax International Web Saver depending on the currency of the **account** chosen.
3. We reserve the right to refuse any **account** balance in excess of £1,000,000, \$1,000,000 or €1,000,000 respectively.
4. If you want to open more than one **account** in the same currency, whether 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, \$1,000,000 or €1,000,000 respectively.
5. **You are not required to provide any notice of withdrawal.**
6. The interest rates are variable. Interest is calculated on a tiered basis, which means that you will receive a rate for the tier particular to your balance on the full amount of your deposit.
7. 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 Euro in line with established international practice. Interest is paid annually on 31st December.
8. Payments out by standing orders are allowed for Sterling **accounts** only.
9. Payments out by Direct Debits are not allowed.

Special conditions for Fixed Rate Halifax International Web Saver

“**Account**” means the Fixed Rate Halifax International Web Saver. The **account** is held with Lloyds TSB Offshore Limited in the Isle of Man.

1. The **account** is available in Sterling and is only available to personal customers.
2. The minimum opening deposit is £1,000. No additional deposits or withdrawals are allowed once the **account** is open.
3. We reserve the right to refuse any **account** balance in excess of £1,000,000.
4. The rate of interest is fixed when the opening payment reaches your **account** and is fixed for the duration of the term that is selected at the outset.
5. You can choose one of our standard fixed terms. We will display these terms on our website.
6. A certificate of investment will be sent to you when your **account** is opened.

7. Interest is calculated daily on the balance held in the **account**.
8. The interest rate depends on the term you have chosen and will be set when the opening payment reaches your **account**. We will pay the interest at the end of the term or every year (if the term is longer than 12 months). (If we pay interest every year, we will pay it on the anniversary of the date the opening payment was made into your **account**.) In all cases, interest earned will be paid away to your Sterling Variable Rate Halifax International Web Saver. Interest cannot be added to your **account**. If you do not already have a Sterling Variable Rate Halifax International Web Saver, one will be opened for you at the same time as your **account**.
9. You cannot close your **account** unless it has been opened for more than 6 months. If you close your **account** before the end of the full term you will lose an amount equal to 6 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.
10. If the maturity date falls on a non-bank working day then the maturity date will be the next bank working day.
11. If, on maturity of your **account**, you wish to reinvest your funds in another Fixed Rate Halifax International Web Saver at the prevailing interest rate (which may be different to the rate on your **account**), you will need to contact us at least 5 bank working days prior to the maturity of your **account** with your instructions, and we will let you know what is available to you. If we do not hear from you by this time, on maturity of your **account**, the principal held in the **account** together with any interest which we owe you will be paid into your Sterling Variable Rate Halifax International Web Saver.
12. 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 held in those **accounts** exceeds £1,000,000.
13. Standing orders and Direct Debits are not allowed.

Halifax International Telephone Banking Service Conditions

1. **Words with special meanings.**
In these conditions we have put the following words in bold type because they have a special meaning.
 - Your “**account**” is your **account** held with Lloyds TSB Offshore Limited trading under the Halifax International business name. These conditions may still apply if the name or number of your **account** changes.
 - Your “**code word**” is the secret number which we will ask you to give to confirm your identity when using the **service**.
 - The “**service**” is a **service** which allows some customers to get certain information and services and make transactions by phone.
2. **Conditions which apply to the service**
 - 2.1 If you use the **service**, we will let you know what you can use the service for.
 - 2.2 Before you use the **service** for the first time, we will ask you to choose your **code word**.

- 2.3 When you phone the **service**, we may ask you:
- to tell us (or key into your phone) part of your **code word**.
- 2.4 For administrative or security reasons, we can ask you to choose a new **code word** before you use (or carry on using) the **service**.
- 2.5 Except when you need to tell us your **code word** to use the **service** you must take all reasonable steps to keep your **code word** secret.
- 2.6 You must not write your **code word** on anything we give or send you about the **service** or your **account** or anything usually kept with them. If you do write your **code word** down anywhere, you must disguise it so that no one will know that it is your **code word**.
- 2.7 If you think that someone else knows your **code word**, you must tell us as soon as you can by phoning the **service**. You must give us any help we think is necessary to try to find out who might have used your **code word**.
- 2.8 We may give the police or any prosecuting authority (for example the Crown Prosecution Service) any information they need if we think it will:
- help them;
 - avoid loss;
 - help get back any record of your **code word**; or
 - help get back any missing money.
- 2.9 We can stop you (or someone else) using the **service** if we think that:
- someone else is trying to use the **service** for your **account**;
 - the wrong **code word** has been used for your **account**;
 - you or someone else is using your **account** illegally;
 - you are not keeping to the conditions of your **account**;
 - your **code word** has been lost, stolen or might be used by someone else;
- We will tell you as soon as possible if we decide to stop you using the **service**.
- 2.10 You will not be responsible for your **code word** being used after you have reported to us that it is lost, stolen or might be used by someone else unless it is used by you or on your behalf or you have been fraudulent or grossly negligent. For example, if you have not followed the instructions in condition 2.5 or 2.6.
- 2.11 We may write to you to confirm your instructions or any steps we take 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.
- 2.12 If you use the **service**, we may agree that you can give us your instructions over the phone, as well as in writing, for other accounts which you have with us. If any of those other accounts are joint accounts, we may agree to act on the instructions of any of the account holders. Before we agree to carry out any instructions given over the phone for other accounts, we will let you know about any other conditions which may apply.
- 2.13 We may make charges for the **service** under the Halifax International Terms and Conditions.
- 2.14 We may monitor telephone calls to help us improve our level of service. We may record calls to resolve any enquiries and complaints.
- 2.15 For administrative or similar reasons, we may change the name of the **service** without giving notice.

POINTS TO NOTE

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

1. Remittance messages in respect of Domestic 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 the Isle of Man, Jersey and the EEA (European Economic Area which comprises the 27 member states of the European Union, together with Iceland, Liechtenstein and Norway.) to countries which may not provide the same level of data protection as we do.

Deposits are not covered by the Financial Services Compensation Scheme under the Financial Services and Markets Act 2000 of 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 a member state of the European Union, 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.

About Us

Halifax International is a registered business name in Jersey and Isle of Man for Lloyds TSB Offshore Limited.

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 III, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ.

Financial

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. The consolidated financial statements of the Lloyds Banking Group are available at http://www.lloydsbankinggroup.com/investors/financial_performance.asp 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. 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.lloydstsb-offshore.com



International