



## 1. INTRODUCTION

- 1.1 This document sets out the general conditions for our bank accounts and related banking services for personal customers. This document replaces any other general conditions that may have applied to our bank accounts and related banking services for personal customers. These accounts and services may also have additional conditions (see condition 2 for more details). If we offer other services in the future, we will make it clear at the time if these general conditions will apply to them.
- 1.2 You may not be eligible for all of our accounts or services or all the features they have – for example, we will not give you a Planned Overdraft if you are under 21. We may also limit the number of accounts or services you can hold with us.
- 1.3 An important part of our role as your bank is to provide you with services to help you manage your finances. We do not generally provide advice, but we can use information we have about you to suggest other services we think might interest you. To find out more about how we and other Lloyds Banking Group companies use your personal information, please read condition 16.
- 1.4 If this agreement is signed by more than one person "your account" shall mean all of your current, saving, call, deposit and other accounts with us. Your account may be in UAE Dirhams (or other legal tender of the United Arab Emirates) and such other currencies as we may allow.
- 1.5 Prior to opening an account or providing related banking services we may seek references and refuse to open any account or provide such services without giving any reason.
- 1.6 This agreement creates legally binding obligations on you.

## 2. HOW THIS AGREEMENT WORKS

- 2.1 This agreement for bank accounts and related banking services is made up of the general conditions in this document and any "additional conditions" we give you for these accounts or services. We will tell you if these general conditions apply when you take a new product or service from us.
- 2.2 "Additional conditions" are the interest rates, charges and other terms that apply to a specific service or account that are not included in this document. These will include, for example, (a) minimum and maximum balances; how to qualify for a particular account, service, rate or benefit; interest rates and charges; and notice periods on savings accounts; and (b) the specific terms and conditions relating to the eligibility for, use of and operation of payment/debit cards and credit cards. We will give you these additional conditions separately – for example in application forms, letters, leaflets such as welcome packs, on our website, in our fees and charges guide or by phone. References in these general conditions to "this agreement" refers to this agreement as supplemented and amended by any additional conditions and otherwise as amended, supplemented or replaced from time to time in accordance with this agreement or any additional conditions.
- 2.3 If any additional condition conflicts with any general condition in this document, the additional condition will apply. For example a savings account may have different terms for working out or paying interest, so those terms will apply instead of the conflicting terms in these general conditions.
- 2.4 This agreement only covers banking services we provide for your personal use. We have different agreements if you are a customer for the purposes of a business, club, charity or other organisation, or if you are acting as a trustee, personal representative, partner or sole trader. This agreement does not affect or change the terms (express or implied) of those agreements.
- 2.5 In this agreement, we are Lloyds TSB Bank plc. This agreement also refers in places to "Lloyds Banking Group". This includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com).
- 2.6 References in these general conditions and any additional conditions to our published "Personal Banking Rates" and/or "Personal Banking Charges" are to these documents which can be obtained in branch and may also be found on our website at [www.lloydstsb.com](http://www.lloydstsb.com) as these may be amended, supplemented or replaced from time to time in accordance with this agreement or any additional conditions. These publications form part of these general conditions. Accordingly all rates, fees, commissions and charges set out in these publications shall apply in respect of your opening and operating an account, and use of any card or any other related banking services.

## 3. BANK ACCOUNTS

- 3.1 Money can be paid directly into a current account in cash, by cheque or by direct transfer from another account. You can take money out in many different ways, such as by cheque, card, in cash, direct transfer to another account or standing order.
- 3.2 You can find our current interest rates also in branch on the Rate Board or on our website; [www.lloydstsb.com](http://www.lloydstsb.com) under "Our Personal Banking Rates".
- 3.3 If you want to put some of your money aside, you can open a savings account. There may be limits to the ways you can take money out of a savings account, compared to a current account. For example, you may not be able to set up standing orders on a savings account. Further conditions relating to savings and other accounts are set out in the relevant additional conditions.
- 3.4 We may offer different benefits packages with different types of bank accounts covered by this agreement. We will tell you the benefits packages which are available to you when you apply for an account. Further conditions for the benefits packages (including charges for the account and any cancellation rights) are set out in the relevant additional conditions.

## 4. DEBIT CARDS AND CREDIT CARDS

- 4.1 Debit cards and the use of ATMs are covered by these general conditions and the relevant additional conditions. These cards do not give you additional rights to borrow money.
- 4.2 You can use debit cards to take money from your current accounts by making cash withdrawals from cash machines, getting cash back from some retailers and paying for goods and services in the UAE, the UK and other countries.
- 4.3 Credit cards may be issued to you upon application at our discretion. If your application is successful and we issue you with a credit card, such credit card will be covered by these

general conditions and the relevant additional conditions issued at that time.

## 5. INTERNET BANKING

- 5.1 You can give us instructions and access information on your accounts, once you have registered electronically using Internet Banking.
- 5.2 Any use by you of our Internet Banking is covered by these general conditions and the relevant additional conditions.

## 6. CONTACTING EACH OTHER

- 6.1 Our contact details are in the contact details section at the end of this document.
- 6.2 You can contact us and give us instructions in branch, through Internet Banking (once you have registered for it), or by using a card. Any instructions you give us are not effective until we actually receive them.
- 6.3 We will contact you using the contact details you give us. You must tell us if your name or contact details change. If you do not tell us, we will go on using the details you last gave us, and we will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not up to date.
- 6.4 It may be unlawful for you to use Internet Banking in some countries. You must check this and take appropriate action, such as not using these services. You will be liable if you break foreign laws, and for any loss you cause us as a result.
- 6.5 We may listen into or record any phone calls with you to check we have carried out your instructions correctly, to help improve our service, check that we comply with our regulatory obligations, and to help detect or prevent fraud or other crimes.

## 7. SECURITY

- 7.1 When we contact you or you contact us we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts or any related banking service. For this reason:
  - a. you must sign instructions given on paper;
  - b. when you are in a branch, we may ask you for identification; and
  - c. if you are contacting us or giving us instructions by any other method (for example by using a card or Internet Banking) you must do so using the "Security Details" we have given to you or agreed with you personally.

"Security Details" can be processes or security procedures we ask you to follow or use, for example, a password or other information, security numbers or codes such as Personal Identification Numbers ("PINs"), to make an instruction or confirm your identity, and which may be used in combination with something we give you such as a card with a PIN.
- 7.2 As long as we have checked your identity in one of the ways set out above, we will assume that we are dealing with you.
- 7.3 You must:
  - a. follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts or other related banking services;
  - b. not let anyone else use any of your cards or Security Details, not even someone sharing a joint account or someone with an additional or supplementary card with you as he or she will have his or her own;
  - c. keep your cards and Security Details secure and protect cards from damage;
  - d. do all you reasonably can to make sure no one finds out your Security Details, for example by not:
    - i) choosing obvious passwords or codes (such as your date of birth) as part of your Security Details;
    - ii) writing your Security Details on, or keeping them with your cards or banking documentation;
    - iii) writing down your Security Details in a way that is recognisable; or
    - iv) letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details;
  - e. not let anyone else give instructions, or have access to information, on your accounts, your cards or other related banking services unless he or she has a separate arrangement with us to do so, or you have authorised him or her to do so under condition 15; and
  - f. if there is a place for your signature, sign any card as soon as you have received it.
- 7.4 If you use Internet Banking your computer, modem and mobile phone must meet any reasonable requirements we may set; you must carry out your own regular virus checks; and you must not change or copy any software we provide, or give it to another person.
- 7.5 You must tell us as soon as you can (see contact details section) if you:
  - a. notice any errors;
  - b. find our services are not working;
  - c. think any cards or Security Details have been lost, stolen, damaged or are being misused; or
  - d. think someone may be accessing your accounts or other related banking services without your authority or that someone has discovered your Security Details.
- 7.6 We strongly recommend you do not email us confidential information or instructions and you should not respond to emails asking for your account information, Security Details or any information about your card as we will not ask for these details by email. If you use email, it is at your own risk.
- 7.7 We will not treat you as breaching your security obligations just because you use an aggregation service we do not provide. A typical aggregation service allows you to view information about your accounts with different banks on a single website.
- 7.8 We will do all we reasonably can to prevent unauthorised access to your accounts and other related banking services and to make sure they are secure.

## 8. STATEMENTS AND INFORMATION

- 8.1 For current accounts, we will make a statement available each month there are payments on the account and will provide you with a paper statement regularly and at least once a year unless you ask us not to send paper statements.
- 8.2 For savings accounts, we will make a statement available each month there are any payments on the account and will provide you with a paper statement at least once a year unless you ask us not to send paper statements.
- 8.3 You can ask us to send you a copy of a paper statement we have already provided but we will charge you for this in accordance with Our Personal Banking Charges.
- 8.4 If you use Internet Banking, we will provide electronic statements and you can tell us to stop sending you paper statements for all of your accounts with us which are accessible by Internet Banking. You can change your mind and tell us to start sending you paper statements again.
- 8.5 We may use messages on or with your statements to tell you about changes to this agreement or to other agreements or services you have with us.
- 8.6 You are responsible for checking statements, text messages or other account information we give you. If you tell us about any errors on your account, unauthorised card transactions or in respect of other related banking services, or if we notice any errors, we will correct them as soon as reasonably possible.
- 8.7 In the absence of any written notice to us within 45 days from the date of the relevant transaction, you shall be deemed to have agreed to all the entries in the statement.
- 8.8 You must give any information and help we reasonably ask for to deal with misuse or unauthorised access to your accounts, in relation to any other transaction, or in respect of other related banking services we, the police or other authorities are investigating. We may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the UAE or (if appropriate) abroad.
- 8.9 Your statement will set out all the payments into and out of your account and/or card account and will contain other additional information we are required to provide you about those payments. For international payments where any information is not provided you can ask us for details.

## 9. OPENING AND PROCESSING TIMES AND GENERAL CONDITIONS ABOUT PAYMENTS

- 9.1 We process payment instructions on the working day we receive them. To do this we must receive the payment instruction before the "cut-off" time for that working day. This is explained in further detail in the condition below. In this section, the time periods we give assume we receive a payment, or your payment instruction, before the cut-off time on a working day.
- 9.2 "Working day" has a particular meaning in this agreement:
  - a. By working day we mean Saturday to Thursday (other than UAE public holidays). Although some payments can be made on non-working days, the processing of these payments is not completed on our systems until the next working day as explained below.
  - b. In all cases, how long a working day lasts will depend on the "cut-off" times for that particular method of making or receiving payments. For example, the cut-off time is different for branches and Internet Banking. If the payment instruction is not received by the cut-off time on any working day, we will treat it as being received the next working day. You can ask us for further information about the relevant cut-off times.
- 9.3 We may refuse to accept a payment into an account or make a payment from it or process any other transaction under related banking services if we reasonably believe that doing so might cause us (or another company in the Lloyds Banking Group) to breach a legal requirement or might expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

## 10. PAYMENTS INTO YOUR ACCOUNT (DEPOSITS)

- 10.1 Cash payments into your account
 

We outline below the different ways in which you can pay in cash to your account. How quickly the funds will be available for you to use and start to earn any interest on, will depend on when we receive the cash.

  - a. Paid in at a Lloyds TSB Jumeirah branch counter: we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it straight away.
  - b. Paid in at Lloyds TSB Jumeirah branch Depositpoint: we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it as soon as it is counted.
  - c. Paid in at a Lloyds TSB Bank Cashpoint machine: we will show it in your account and it will earn any interest (or reduce the interest you pay) from the next working day. We will allow you to use it from the next working day after it is paid in.
- 10.2 Payments into your account (other than cash and cheque payments)
  - a. This section covers payments that are not made by cash or cheque, such as standing orders and direct transfers from another account.
  - b. When we receive a payment for your account or you make a transfer between your personal bank accounts with us in dirhams on a working day we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it straight away.
  - c. If you make a transfer between your personal accounts with us or we receive a payment for your account in dirhams on a non-working day we will show it in your account and it will earn any interest (or reduce the interest you pay) from the next working day. We will allow you to use it the next working day.

**International payments into your account**

  - d. When we receive a payment for your dirham account in a foreign currency, we will convert it into dirhams before we pay it into your account.

- e. When we receive a payment for your currency account in another currency, we will convert it into the account currency before we pay it into your account.
- f. We will use our standard exchange rate for buying the relevant currency that applies on the day we receive the payment. You can find out our standard exchange rate by calling us on the number given in the contacts section at the end of this document.
- g. We may take our charges for dealing with the international payment before we add it to your account but if we do so we will tell you the full amount of the payment and the charges that applied.
- 10.3 Cheques paid into your account
- Cheques from banks other than Lloyds TSB**
- a. When you pay a dirham cheque from another bank in the UAE (the "paying bank") into your personal account with us:
- i) we will show the cheque in your account on the same day that we receive it provided it is deposited by 10am that day. After that time, it will be processed the following working day;
- ii) we start paying any interest on the cheque (or using it to reduce the interest you pay) immediately after it is processed;
- iii) if the cheque is returned unpaid it will appear in your account by the next working day at the latest;
- iv) we may not accept a cheque for payment into your account if it is more than six months old.
- Lloyds TSB cheques
- b. Where we are also the paying bank we will show it in your account, pay any interest on it (or use it to reduce the interest you pay) and allow you to use it on the same day that we receive it.
- All cheques**
- c. If a cheque is returned unpaid by the paying bank, even if you have already spent it or it puts you into overdraft, we will let you know.
- 10.4 Foreign cheques paid into your account
- a. "Foreign cheques" mean cheques in a foreign currency or cheques in dirhams paid out of an account at a bank outside the UAE.
- b. If you want us to obtain payment for you of a foreign cheque, you must "endorse" the cheque by signing your name on the back. Your signature must match the way your name appears on the front of the cheque. (For example, if the cheque is payable to Mr A Smith you need to sign the cheque Mr A Smith.) If the cheque is payable to more than one person, each of you must sign the back of the cheque.
- c. If you wish to pay a foreign cheque into your account, the processing times for dealing with dirham cheques do not apply and we will decide on the most appropriate way to process it.
- d. When processing the cheque, we send it on your behalf to the paying bank. We may use an agent to do this. We will pay the amount of the cheque or the dirham equivalent into your account on the day we get payment from the paying bank. The time this takes will vary depending on the paying bank or its country. You can ask us for details.
- e. Our standard exchange rate will be used when converting a foreign cheque into dirhams. You can find out our standard exchange rate by calling us on the number given in the contacts section at the end of this document.
- f. If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or the dirham equivalent from your account. If we converted the cheque into dirhams, we will change it back into the foreign currency using our standard exchange rate for the relevant currency on the day we take it from your account. We will do this even if you have already spent the money or it will put you into overdraft. This normally means we take a larger amount from your account than we originally paid in. The exchange rate for the foreign currency may also have worsened between our paying the money in and taking it out.
- g. We will take our charges for dealing with foreign cheques in accordance with Our Personal Banking Charges and any charges by the foreign bank, including any charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned, from the account you told us to pay the cheque into.
- h. Occasionally it is not possible to obtain payment of foreign cheques because of local foreign exchange or other restrictions.
- i. If we have any costs or other obligations as a result of processing a foreign cheque, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not attempted process the cheque.
11. **PAYMENTS OUT OF YOUR ACCOUNT (WITHDRAWALS)**
- 11.1 General conditions about payments out of your account
- a. We are entitled to assume we are dealing with you, and that you have agreed to us acting on any instructions, without getting further confirmation from you:
- i) if you ask us to make a payment using your Security Details (for example a card and PIN) at a cash machine or passwords you have chosen for Internet Banking) as long as any relevant security checks have been completed by us or, in the case of a card with contactless functionality, using that functionality; and
- ii) otherwise, if you have signed a cheque or other document containing the payment instruction.
- b. When you give us a payment instruction (other than by cheque), you must give us all relevant information as stated on our Telegraphic Transfer or other payment form including additional terms and conditions. If you give a payment instruction using Internet Banking we will ask you to check and confirm your payment instruction. You are responsible for checking the details are correct. We will not be liable if your payment is delayed or sent to the wrong person because you gave us the wrong details. If a payment does go to the wrong person because you gave us the wrong details, we will use reasonable efforts to recover the payment and, if we manage to do so, we may charge you our reasonable costs.
- c. If you ask us to make a payment on a future date, we will make the payment that day. If the payment falls due on a non-working day we will make the payment on the next working day.
- d. We explain when you need to tell us if you want to cancel or change a payment instruction in further detail below. If you ask us to cancel a payment instruction, we may charge you in accordance with Our Personal Banking Charges for trying to cancel it, whether or not we succeed. Furthermore you will reimburse us any costs that we incur from correspondent banks for recalling the funds.
- e. You will not be able to give a payment instruction using a card or your Security Details if we have stopped or suspended your ability to use them. We can do this if we reasonably consider it necessary for reasons relating to:
- i) the security of a card or your Security Details; or
- ii) suspected unauthorised or fraudulent use of a card, an account, any related banking services or your Security Details; or
- iii) a significantly increased risk that you may be unable to pay any money you owe us on the relevant account or you exceed any authorised limit in relation to any other related banking services.
- f. In addition to condition 9.3 above, we may refuse to carry out a payment instruction if:
- i) you do not have available funds to make the payment or you have exceeded a limit we have applied to your account or card (such as the daily limit for withdrawals from cash machines or authorised credit card limit);
- ii) the payment instruction is not clear or you have not provided us with the correct details;
- iii) there is a legal requirement or a court or other authority that tells us to act in that way;
- iv) the payment seems unusual compared with the way you normally use your account, any card or other related banking services;
- v) we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us); or
- vii) any other reason set out separately in this agreement applies.
- g. For security purposes we have internal controls in relation to certain transactions or on the maximum amount that can be taken out of your account or charged to your card in certain circumstances which may mean we refuse to carry out a payment transaction. We will let you know if we are stopping a payment for this reason.
- h. We use systems to identify payments that seem unusual and to help us prevent the misuse of your account, card or related banking services. This may include using widely available geographical mobile phone technology when assessing the location of a proposed payment. Where we think an unusual payment involves misuse we may investigate further, for example by calling you or refusing to make the payment.
- i. If we prevent you from using your account or card or refuse to make a payment under this condition, we will act in a manner we think is reasonably appropriate for the circumstances and try to reduce the inconvenience to you.
- j. Unless the law or regulations prevent us from doing so, we will try to contact you to tell you that we are refusing to act on your payment instruction. We will do this at the earliest opportunity. If you are using a card to make a payment the retailer will tell you that the payment has been refused.
- k. You can also contact us to find out (unless the law or regulations prevent us from telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.
- l. We are not liable if a retailer or another bank (or its cash machine or other machine) does not accept your card or card number.
- 11.2 Payments (other than payments by card and cheque)
- These terms and conditions are included on relevant payment forms such as Telegraphic Transfer form as "additional conditions" (see condition 2 for more details).
- 11.3 Card payments
- a. If you use your card to withdraw cash or to make a payment, we will take the amount withdrawn, or paid from your account on the working day we receive details of the withdrawal or payment.
- b. If you use your card for a cash withdrawal or to make a payment in a currency other than dirhams, we will convert the amount withdrawn, or paid, into dirhams on the day it is processed by the international payment organisation (for example, Visa or MasterCard) whose name or marks appear on the card. The exchange rate we use is the rate set by the international payment organisation and a percentage added by us. This percentage and other charges that apply are set out in Our Personal Banking Charges.
- c. We cannot cancel a payment made using a card once you have given your consent to make the payment to a retailer. You will need to contact the retailer separately. You will also need to tell the retailer if your account is closed or your card number changes otherwise they may not be able to collect your payments.
- d. If a retailer agrees to give a refund for a purchase made using a card payment, we will make the refund when we receive details of it from the retailer.
- 11.4 Refunds for payments
- a. We will refund the amount of a payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, if:
- i) you asked us to make the payment to an account at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instruction you gave us or we can show that the payment was received by the other person's bank (in this case, that bank is required by law to make the payment immediately to that person). However, we will not refund the payment if you tell us the payment was not made properly or was unauthorised more than 13 months after it was made; or
- ii) you tell us about a payment made from your account or card account which was not authorised and for which you are not otherwise liable (condition 18 has more information on liability).
- 11.5 Cheque payments
- a. When we receive a cheque you have written we will take the money from your account on the same day. We typically receive cheques within a few days of you writing them, but the exact timing depends on when the person you gave the cheque to pays it into their account (which can be months later).
- b. It is your responsibility to make sure you have available funds in your account to cover any cheques you have written.
- c. If you do not have sufficient funds to honour a cheque you have written, you may be prosecuted under UAE law which can result in a travel ban, prison sentence and/or fine.
- d. If someone asks you to replace a cheque (because, for example, he or she says it is lost or there is a problem with it), it is your responsibility to ask for the old cheque back (and to destroy it), before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.
- e. We will not accept stop-payment instructions unless there are special circumstances permitted under the laws of the UAE.
- f. We do not accept responsibility for a post-dated cheque being inadvertently or otherwise honoured before its due date.
- g. If a cheque book is issued, you are responsible for its safe custody and undertake to immediately notify us if any of the cheques contained there are lost or stolen. If we accept any such instructions from you, you hereby indemnify us against any loss, damage, cost, (including any legal cost) or demand incurred by us in connection herewith.
12. **OVERDRAFTS**
- 12.1 An "overdraft" is where we lend you money when you would not otherwise have available funds to make a payment out of your current account.
- 12.2 A "Planned Overdraft" is an overdraft up to a limit that we agree for a specific term, taking into account your personal circumstances, and which you arrange with us in advance so as to increase the available funds in your account for the term agreed.
- 12.3 An "Unplanned Overdraft" may occur if a payment is allowed to be made out of your account (for example, due to several transactions going through at once, by card, direct debit, cheque, or returned cheque) for which you do not have available funds. We will treat this as an "Unplanned Overdraft", or an increase in your Unplanned Overdraft if you already have one. If your account becomes overdrawn (or goes over a limit we have agreed for a Planned Overdraft) because we have added charges, we will also treat this as an Unplanned Overdraft or an increase in your Unplanned Overdraft if you already have one. In each case, we will not be liable to you if we do not agree to give you an Unplanned Overdraft or increase an Unplanned Overdraft.
- 12.4 The "available funds" is the amount you can use to make payments out of your account each day. This will be: the amount of credit balance that is available for you to use on your account (incorporating any Planned Overdraft limit) less the amount of card payments we have authorised but not yet taken from your account. When working out your available funds we do not include any regular or other payments that we are aware may be paid into your account.
- 12.5 Nothing in this agreement creates any obligation to make available a credit or overdraft facility.
- 12.6 Where you do not have available funds to make a payment, you will not be able to make that payment (and we will tell you we have declined your request).
- 12.7 We are not obliged to honour cheques drawn against unrealised or uncleared payments into the account and we will levy a charge for any cheque that is returned unpaid for lack of funds in accordance with Our Personal Banking Charges.
- Planned Overdrafts**
- 12.8 Upon your application we may, in our sole discretion make available to you an overdraft facility as a Planned Overdraft.
- 12.9 These general conditions will apply to any Planned Overdraft made available to you and in addition any further terms and conditions included on the application for a loan/overdraft facility and any offer letter shall be "additional conditions" (see condition 2 for more details) relating to the use and operation of the Planned Overdraft and shall be incorporated by reference into this agreement.
- 12.10 You shall provide an undated cheque for the available facility in favour of us as security for all amounts outstanding on termination of this agreement. You authorise us to cash such security cheque on termination of this agreement in the event that you fail to pay to us any amounts outstanding under this agreement within 10 days of demand. In the event of failure to honour that cheque, you understand that failure to pay becomes a criminal offence under UAE law. You authorise us to destroy any cheques held by us at the termination of this agreement, subject to repayment of the outstanding amounts due under this agreement at that time.
- 12.11 You undertake to maintain the mandate of your monthly salary to a Lloyds TSB Bank plc Dubai nominated account at all times during the continuation of this agreement.
- 12.12 Planned Overdrafts are always repayable "on demand". This means that we can ask you to repay all or part of your overdraft (and any interest or charges) at any time, even if we have agreed a period for the overdraft with you. We can also reduce your overdraft limit at any time.
- 12.13 You can cancel your Planned Overdraft at any time. If you do so, you must pay back all of your overdraft (and any interest and charges relating to it).
- 12.14 Details of the interest, fees and charges that apply to Planned Overdrafts are set out in Our Personal Banking Charges and Our Personal Banking Rates.
- Unplanned Overdrafts**
- 12.15 Unplanned overdrafts are not a standard feature of current accounts in the UAE so we are not obliged to grant this facility. We may agree to give you a Planned Overdraft on your current account for a specific purpose for an agreed term and you must

- apply for this at least three working days in advance of when it will be required.
- 12.16 If an Unplanned Overdraft occurs you will be charged an unauthorised borrowing rate as well as unauthorised borrowing fees which you will find specified in Our Personal Banking Charges.
- 12.17 We will ignore any Unplanned Overdrafts which are repaid by the end of that day when our accounting systems are updated. You will have until 3.30pm UAE time to pay enough money in cleared funds into your account to avoid unauthorised borrowing fees that you would otherwise incur on that day.
- 12.18 Unplanned Overdrafts are always repayable "on demand". This means that we can ask you to repay all or part of your overdraft (and any interest or charges) at any time. Your Unplanned Overdraft will in any case end as soon as you have available funds again in your account.
- 12.19 Any amounts credited to an account shall (unless otherwise agreed by us in advance) first be applied towards any expenses and charges, then towards payment of any interest payable and finally towards repayment of any amounts due as principal. This applies to both Planned and Unplanned Overdrafts.
- 13. INTEREST AND CHARGES**
- 13.1 We give you details of our current interest rates (where applicable), charges (such as monthly account fees, charges for certain card payments, overdraft charges and charges applicable to other related banking services) and charging dates (such as billing periods) in Our Personal Banking Rates and Our Personal Banking Charges or other additional conditions. We may change our interest rates, charges and charging dates under condition 17.
- 13.2 Interest rates are calculated on a 360 day basis in all currencies in line with local convention (except GBP which is calculated on a 365 day basis). Interest is computed daily 365 days per year (366 days in a leap year).
- 13.3 The Rate Board on display in branch will tell you the interest rate payable, if any, on your account. This is usually monthly, three monthly, six monthly or yearly. If the day interest is due to be paid on an account is not a working day, we will pay interest up to and on, the next working day. We will pay interest by crediting it to your account. We pay compound interest once interest is credited to your account as it becomes part of the account balance and counts towards the amount we pay interest on.
- 13.4 We will charge you any interest at the end of every monthly billing period unless we tell you otherwise in the additional conditions for your account or other related banking services. We may also charge compound interest.
- 13.5 We may take any interest and charges you owe us from the same account, or from your other accounts as allowed under condition 19.
- 13.6 We reserve the right to claim any amounts for any interest, fees, tax, costs and charges incurred relating to the enforcement or recovery of any facility or other amounts due from you or any security provided for you or on your behalf or otherwise incurred or suffered by us in exercising our rights under this agreement.
- 14. JOINT CUSTOMERS**
- 14.1 If two or more of you are party to this agreement, the following terms apply:
- a. Any of you can give us instructions independently of the others on your joint accounts, cards, or other related banking services which are provided on a joint basis. This means any one of you can, for example, withdraw all or any money on an account without the knowledge of the others, close an account or end a service, ask for statements to be given electronically alone or by paper too and apply for overdrafts, cards and other services or different accounts with benefits packages which are covered by this agreement and which are available on your joint accounts. We will not normally make enquiries about the purpose of any payment instruction or other instruction or confirm the instructions with the other joint customers.
- b. Just as any one of you can withdraw money from a joint account, we can use money in your joint account to pay what one of you owes us on an account in a sole name under condition 19.
- c. Each of you is separately responsible for complying with the terms of this agreement and any relevant additional conditions. If any one of you does not comply with the terms, we can take action against any or all of you alone or together. For example, we can take action to recover the whole of any joint account debt from anyone or more of you, even if you did not know about the debt.
- d. Although we cannot send current account statements to more than one address if you live at different addresses, we may give any information about your joint account and the payments on it to any one of you. We can act on information about you which any of you gives us.
- e. A notice we send to one of you will count as notice to all of you.
- f. If we open an account for you jointly and you later wish to take someone off, add another person to the account or authorise someone else to operate the account, you must all apply to do so.
- g. If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account or other related banking services individually until the dispute is ended.
- h. When this agreement ends (or your account is closed) we may pay or transfer money we hold for you under this agreement (or in the account) to any one of you.
- i. If any of you die, become incapacitated or are declared bankrupt, the operation of the account or other related banking services can be suspended in accordance with UAE law.
- j. We reserve the right to insist on instructions being signed by all account holders or joint beneficiaries of other related banking services and to cancel your right to give individual instructions in the event of any dispute between joint account holders or joint beneficiaries of other related banking services. In the event of a dispute, we may block any cards linked to your accounts.
- 15. AUTHORISING OTHERS TO OPERATE YOUR ACCOUNTS**
- 15.1 You may authorise someone else to operate your account or other related banking services by signing a power of attorney before a notary public in the UAE. For powers of attorney, we will need to see the signed and notarised document. In some cases we need to see the original signed document although for some powers of attorney we may be able to accept a copy certified by someone we reasonably think appropriate, such as a solicitor.
- 15.2 It will be your responsibility to tell us in writing if a previously notified power of attorney has lapsed, been revoked or amended in any way. We shall not be liable for any loss pursuant to such event including the revocation or lapse of this power of attorney.
- 15.3 In certain circumstances (for example, if you become incapable or bankrupt, or in the event of your death), any powers of attorney you have given may become ineffective.
- 15.4 For security reasons, we may not allow a person who is operating your account for you to access to some services. Where we do make these services available, that person may use your Security Details and we will not treat you as breaching your security obligations because they know your Security Details.
- 15.5 We will not be responsible for an act (or failure to act) of anyone you or the law authorise to operate your account or any other related banking services, if we did not know or suspect he or she was acting dishonestly towards you.
- 16. PERSONAL INFORMATION**
- Personal information that we collect**
- 16.1 Your "personal information" is the information about you that Lloyds Banking Group companies get from you and others in various ways, including for example:
- a. in applications, emails and letters, during telephone calls and conversations in branch, when registering for services, in customer surveys, when you participate in competitions and promotions, through Lloyds Banking Group company websites and during financial reviews and interviews;
- b. from analysis (for example, the amount, frequency, location, origin and recipient) of your payments and other transactions and your use of services involving other Lloyds Banking Group companies and what they know from operating your accounts; and
- c. information Lloyds Banking Group companies receive from each other and from other organisations such as credit reference agencies and fraud prevention agencies.
- 16.2 You must not give Lloyds Banking Group companies personal information about someone else (such as a joint applicant) without first getting his or her consent for it to be used and disclosed in the ways described in this condition. This is because the Lloyds Banking Group company will assume he or she has consented, although the Lloyds Banking Group company may still ask for confirmation. Where you do give Lloyds Banking Group company information about someone else, or someone else discloses a connection with you, that information may be taken into account with your other personal information.
- How Lloyds Banking Group companies use your personal information**
- 16.3 Lloyds Banking Group companies may store and use your personal information for:
- a. providing you with products and services and notifying you about either important changes or developments to the features and operation of those products and services;
- b. any database or databasing processes or any other purposes whatsoever but only within the Lloyds Banking Group;
- c. updating, consolidating and improving the accuracy of our records;
- d. crime detection, prevention and prosecution;
- e. responding to your enquiries and complaints;
- f. administering offers, competitions and promotions;
- g. evaluating the effectiveness of marketing and for market research, training, statistical analysis and customer modeling with the aim of improving services;
- h. assessing lending and insurance risks across the Lloyds Banking Group;
- i. identifying products and services which we believe may be of interest to you; and
- j. managing your relationship with Lloyds Banking Group companies and in the other ways described below.
- 16.4 Lloyds Banking Group companies may, from time to time, provide further details about how your personal information may be used.
- 16.5 We and other Lloyds Banking Group companies may also contact you about products and services available from Lloyds Banking Group companies, which we believe may interest you or benefit you financially.
- 16.6 Lloyds Banking Group companies will treat your personal information as private and confidential, but may share it with each other (notwithstanding that any Lloyds Banking Group company's principle place of business may be outside the UAE and therefore your personal information may be collected, held, processed or used by any Lloyds Banking Group company in whole or in part outside the UAE) and disclose it outside the Lloyds Banking Group if:
- a. allowed by this agreement;
- b. needed by Lloyds Banking Group companies' agents, advisors or others involved in running accounts and services for you or collecting what you owe Lloyds Banking Group companies or generally in connection with the operation of our business who are under a duty of confidentiality to us;
- c. police, credit bureau or other authorities (including but not limited to any governmental body or anti-money laundering unit) require it;
- d. the law, any public procedure or the public interest permits or requires it;
- e. required by Lloyds Banking Group companies or others to investigate or prevent crime;
- f. required by financial institutions with which you have or propose to have dealings; or
- g. any potential assignee, participant, sub-participant, novatee, insurer or participant in the credit derivative or secondary debt market requires it in relation to our rights under this agreement.
- 16.7 Lloyds Banking Group companies may in the future wish to sell, transfer or merge all or part of their business or assets, or any associated rights or interests, or to acquire a business or enter into a merger with it. If so, they may disclose your personal information to a potential buyer, transferee, or merger partner or seller and their advisers so long as they agree to keep it confidential and to use it only to consider the possible transaction. If the transaction goes ahead, the buyers, transferee or merger partner may use or disclose your personal information in the same way as set out in this condition.
- 16.8 Lloyds Banking Group companies may use automated decision making systems when assessing your application, managing your borrowing and to detect fraud or money laundering.
- Transferring information abroad outside the Lloyds Banking Group**
- 16.9 Lloyds Banking Group companies may process payments through other organisations such as banks and the worldwide payments system operated by SWIFT if, for example, you make a foreign payment. Those organisations may process and store your personal information abroad and may have to disclose it to foreign authorities for example to help them in their fight against crime and terrorism.
- 17. CHANGES TO THESE CONDITIONS AND THE ADDITIONAL CONDITIONS**
- Overview of changes we can make**
- 17.1 We will not change a fixed rate or a bonus rate on your account or any other condition, if we have agreed to fix it, for the time we have agreed to keep it fixed.
- 17.2 Otherwise, we can only make changes to these conditions and additional conditions as set out below.
- Changes without advance notice**
- 17.3 Our standard variable interest rates may change at any time. These rates are publicly available as displayed on our Rate board in-Branch. We will tell you when we apply a new rate to your account and as always, you will have the option of closing the account without incurring a penalty for the closure.
- 17.4 A "reference exchange rate" is a rate for converting one currency into another that comes from a publicly available source (such as a rate set by a card scheme) or is one of our "standard exchange rates". We can change our standard exchange rates at any time but reference exchange rates that we do not set may change automatically at any time.
- Changes we can make only by giving you advance personal notice**
- 17.5 From time to time we may amend this agreement and/or any other additional conditions at our sole discretion and with reasonable notice to you. Such changes shall apply on the effective date specified by us in the notification sent to you which shall not be less than the minimum required by UAE law.
- Publishing or notifying you of changes**
- 17.6 Where we have to give you personal notice, we will tell you about the change by letter, email, text message, statement messages or inserts or in any other way which is sent to you individually.
- 17.7 When we say we will publish a change, we will make the change available in branch and on our website by the time of making the change or within three days after it.
- 17.8 If we can notify you about a change in a different way (for example, by telling you personally), we will do so in a way we think is reasonable and which satisfies our legal and regulatory requirements under UAE law.
- Accepting a change**
- 17.9 When we give you advance notice of a change you can end this agreement or close or change an account or any related banking services without charge within the notice period we give you. If you do not do so, or you continue to use or maintain any account, card or other related banking service we are entitled to assume that you have accepted the change on the date the change comes into force. You are in any case generally free to close or change your related account or banking services under this agreement at any time.
- 18. GENERAL LIABILITY**
- 18.1 If we break this agreement:
- a. we will not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; and
- b. as this agreement is made with you as a personal customer, we will not be liable for any business losses or costs you suffer (such as loss of business profits or opportunities).
- 18.2 You will not be liable for any payment instructions you did not give yourself, even if they were given using your card or Security Details, unless we can prove either:
- a. that you have acted fraudulently in which case you will be liable for all payments from the account or pursuant to any related banking services (for example credit card transactions) that we have been unable to stop; or
- b. that you have been grossly negligent with your card or Security Details. Depending on the facts of the case and any legal requirements that apply, you may be liable for payments from your account or pursuant to any related banking services (for example credit card transactions) but only until you have told us that your card or Security Details have been lost, stolen or could be misused.
- If you are not liable for a payment, we will refund the amount of the payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.
- 18.3 Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.
- 18.4 Our total liability to you for, or in connection with, any claim, loss, damage, injury or cost howsoever sustained by you in

connection with or arising from the Service (or any of the Service) or this agreement (or any part of this agreement) shall be limited to the lower of: a. the average balance of funds maintained in your account with us over the 3 months immediately preceding your claim; and b. AED50,000 – (United Arab Emirates Dirhams fifty thousand only).

#### 19. USING MONEY BETWEEN ACCOUNTS (SET OFF)

- 19.1 If any money you owe us (for example on a loan, credit card, mortgage, overdraft or otherwise, under the Lloyds TSB brand is overdue for payment, we may use any money you have in any of your accounts with us to reduce or repay (by way of set-off or otherwise) what you owe us.
- 19.2 We can use our set-off right, where you have accounts which are only in your name as well as joint accounts you hold with another person (X) as shown below:

Money in account for:	Set off against money owed by:
You only	You
You only	You and X
You and X	You and X
You and X	X
You and X	You

We will tell you at least seven days before doing this unless we reasonably think you will move your money to stop us.

- 19.3 In addition, we can in the same way (unless prevented by insolvency law) use money you have in any of your accounts with us to reduce or repay any money you owe to another company with the Lloyds TSB name or one of their associated companies.
- 19.4 We can use money you have in your accounts to pay something you owe us or another company as described above even if there is a court decision against you or you are fined (including interest arising after the date of the final decision or fine), unless the court instructs us otherwise, or we are otherwise prevented by law.
- 19.5 Occasionally we receive legal instructions or notices to hold a customer's money for someone else or to pay it to someone else. If this happens to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and subtract amounts you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or we are otherwise prevented by law.

#### 20. ENDING THIS AGREEMENT OR AN ACCOUNT OR SERVICE

- 20.1 This agreement will continue until you or we cancel or end it. If you are paying any monthly or other regular fees for an account or related banking service, the amount you pay will be limited to the period we provide that account or service.
- 20.2 You may end this agreement, or an account, card arrangement or other related banking service under it, at any time by writing to us or visiting us in branch. You will also be treated as ending this agreement in relation to an account if you do not make a payment into the account within six months of opening it.
- 20.3 We may end this agreement (or any account, card or related banking service under it):
- by writing to you and giving you two months' notice; or
  - immediately if:
    - you are, or we reasonably consider you may be:
      - not paying on time an amount due in relation to any banking service provided by us or any Lloyds Banking Group company;
      - breaching any general or additional condition within this agreement or any other agreement entered into with us or any Lloyds Banking Group company in relation to any account or related banking service provided under this agreement or any other agreement;
      - breaching any term or condition within any agreement entered into with another financial institution;
      - suspended or terminated from using any account or related banking service with any financial institution;
      - breaching any general or additional condition within this agreement or any other agreement entered into by a company under your control with us or any Lloyds Banking Group company in relation to any account or related banking service provided under this agreement or any other agreement;
      - holding assets which are subject to enforcement of a judgment by a third party;
      - convicted or suspected of committing a crime;
      - no longer a resident in the UAE and have not obtained our authorisation to continue using any account, card or related banking service;
      - using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
      - acting fraudulently;
      - behaving improperly (for example, in a threatening or abusive manner); or
    - we reasonably consider that by continuing the agreement:
      - we may break a legal requirement or a court order or other authority;
      - we may be exposed to action from any government or regulator; or
      - you have seriously or persistently broken this agreement in any other way
- 20.4 We may close or suspend an account or stop providing a card or other related banking service if:
- you are not eligible (or no longer eligible) for an account, card or other related banking service; or
  - you do not use it for 24 months. In this case, you can ask us to remove any restrictions we have applied to the account, card or other related banking service at any time but we may need to check your identity before we do so.

20.5 If we end this agreement or stop providing an account, card or other related banking service, we will act in a manner we think is reasonably appropriate for the circumstance and will try to reduce the inconvenience to you.

20.6 When you or we end this agreement, any benefit, service or account we provide under it will end and you must on our request:

- repay any money you owe us, such as any overdrafts and the amount of any cheques, card payments and credit card balances or other payment instructions you have made and which have not yet been taken out of your account;
- pay any charges and interest that you owe us (if you cancel, these will be the charges and interest applying to the period before the agreement is cancelled); and
- return anything that belongs to us or that we have given you, such as cards and unused cheques (cutting both up before sending them).

If you or we end a service (but not the whole agreement), you must take these steps as they apply to that service alone.

20.7 When your account is closed, you are responsible for cancelling any direct payments (such as standing orders and regular card payments) into or out of your account. If someone sends a payment to your closed account, we will take reasonable steps to return the payment to the sender.

20.8 If this agreement (or a service under it) ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.

20.9 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person your name in writing. However, we may keep enough money to cover any liabilities owed to us, such as anything you owe us under condition 20.6 or, if you have broken this agreement, any loss of ours as a result.

20.10 In the event of your death, incapacity or bankruptcy we will need written notice and may need to see satisfactory documentary evidence as determined by us before releasing money in your account to any person.

20.11 We may close, freeze or suspend dealings on the account after deduction of all monies due to us, and cease accepting funds to be credited in the account, without prior notice to you and without giving any reason and without breach of duty to you either at our own instance or at the instance of any court or administrative order or otherwise required by any competent authority or under any law or regulation.

20.12 After this agreement ends, we will keep our rights to use money between accounts under condition 19 and any rights we have under general law; and condition 16 will continue to apply.

#### 21. TRANSFERRING RIGHTS AND OBLIGATIONS

- 21.1 You may not transfer any obligations or rights, benefits or interests under this agreement or in your accounts (or income from them) or create any security over money in your accounts in favour of someone else unless we say you can in writing.
- 21.2 We shall have the right to transfer or assign any of our obligations or rights, benefits or interests under this agreement or in your accounts to any other bank or banks, or to any other person whatsoever.

#### 22. NOT ENFORCING THIS AGREEMENT

We may not always strictly enforce our rights under this agreement, for example we may allow you more time to pay what you owe. If we do this, it will be just a temporary measure and we may enforce our rights strictly again.

#### 23. OUR OWNERSHIP OF INTELLECTUAL PROPERTY

Material and information supplied in any way in connection with this agreement or the services provided under this agreement may contain valuable information that belongs to us or others. You must not use any such material or information except to operate the services provided under this agreement. You are not entitled to under any circumstances, take copies, sell, assign, lease, sub-license or otherwise transfer any such material to anyone else. All such material or information belongs to us or our licensors and is protected by intellectual property laws including, but not limited to, copyright.

Unauthorised use of any information or material not belonging to you may give rise to a claim for damages and/or may be a criminal offence.

#### 24. PAYMENTS WITHOUT DEDUCTION

All payments to be made by you to us must be received by us on the due date in full without any deductions for costs, taxes, fees or expenses unless it is required by law. If you are required to deduct any such amount by law, the amount paid to us must be increased so that the amount of the payment received by us after the deduction is equal to the amount otherwise payable.

#### 25. LAW APPLYING TO THIS AGREEMENT

The Agreement shall be governed by, construed and have effect in all respects in accordance with the laws of the United Arab Emirates, as applicable in the Emirate of Dubai, and you irrevocably submit to the non-exclusive jurisdiction of the Dubai courts, but such submission shall not be construed so as to limit our right to commence proceedings in the courts of any other jurisdiction, locally or internationally.

Although this agreement may be translated into another language the English language version of this agreement shall prevail in the event of a conflict between the different language versions of this agreement. The parties agree that all communication arising out of or concerning this agreement (including all disputes) shall be in the English language.

#### 26. IF YOU HAVE A COMPLAINT

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

26.1 **Step 1** – Let your usual contact know: Inform us of your complaint and your viewpoint as to how you think it could be resolved by calling into any branch or Customer Service Centre or calling us on +971 4 3422000 or contacting your Relationship Manager or Business Manager, if you have one or writing to us at the address shown on your statement.

As soon as we have received your complaint we will respond to it as quickly as we can, usually by the end of the next working day. If we cannot respond within this time we will write to you within 5 working days to either:

- Tell you what we have done to resolve the problem, or
- Acknowledge your complaint and let you know when you can expect a full response.

We always aim to resolve your complaint at this stage, however if for any reason you are still not happy, you can follow up with our Customer Care Team:

26.2 **Step 2** – Follow up - You can ask the person you raised the complaint with to do this for you, or you can write to: Customer Service Manager, Lloyds TSB, Al Wasl Road, Opposite Safa Park, Jumeirah, PO BOX 3766 Dubai[1] or call us on +971 4 3422000.

We will respond to you within 5 working days, or if it will take longer, tell you when you can expect a full response. We will let you know our final response within 8 weeks from when you first contacted us about your complaint.

If for any reason you are still dissatisfied with our final response, or if we have not issued our final response within 8 weeks from you first raising the complaint, then you can ask for an appointment with the Regional Manager.

26.3 **Step 3** – You can refer your case to the Regional Manager for review. You may contact the Regional Manager by email or telephone (see step 2 for contact details). We value your customer and want to resolve your complaint for you. The Regional Manager will only consider your complaint once you have tried to resolve it through Steps 1 & 2.

For more information visit us at [www.lloydstsb.ae](http://www.lloydstsb.ae) or go to any of our Lloyds TSB locations in the UAE.

#### THESE ARE OUR CONTACT DETAILS REFERRED TO IN THIS AGREEMENT:

##### CONTACT DETAILS

Lloyds TSB, Bank PLC  
Al Wasl Road  
Jumeirah  
PO Box 3766  
Dubai, UAE  
Telephone +971 (0) 4342 2000

**We will keep a copy of this agreement, which will be available from our website or on request.**

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