

# Your Advance credit card terms and conditions

# Lloyds TSB Bank Advance Credit Card Conditions – customer copy

**This is a copy of your agreement for you to keep. It includes a notice about your cancellation rights which you should read.**

## **CREDIT AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974**

These are the conditions of an agreement between us, Lloyds TSB Bank plc of PO Box 13130, 1-9 Gloucester Place, Brighton BN1 4LT, and you, the person named in the agreement. In condition 19 we set out special meanings we have given to some words in this agreement.

### **KEY FINANCIAL INFORMATION**

#### **1. CREDIT LIMIT**

We will set a credit limit and tell you what it is after we have opened your account. We may change it in the future. We'll give you the new credit limit in writing.

#### **2. YOUR PAYMENTS**

2.1 You must make a minimum payment by the payment date every month of:

- 2% of the balance shown in your statement (minimum £5, or the full balance if less than £5); or, if it is more
- the total of interest and the Payment Protection Cover premium shown in your statement.

You can always pay more if you want to.

2.2 To begin with your payment date will be about 25 days after the statement date but we may change it under condition 17. Your statement will show the payment date and the minimum payment.

#### **3. ANNUAL PERCENTAGE RATE**

The APR is 11.9% (variable).

### **OTHER FINANCIAL INFORMATION**

#### **4. TOTAL CHARGE FOR CREDIT**

If you use your Card for a £1,500 Purchase and repay it at the standard rate in 12 equal monthly instalments you will pay £93.73 interest.

#### **5. INTEREST RATES**

5.1 Our standard rates are:

- 24.900% p.a. (variable) for Cash Withdrawals; and
- 11.340% p.a. (variable) for all other Transactions and amounts payable by you under this agreement.

5.2 Our current rates for Promotional Transactions are:

- 4.9% p.a. for Balance Transfers you make in the first 6 weeks after we open your account. If you make at least £100 of Purchases in the first 3 months after we open your account this rate is fixed for 12 months from the date the transferred balance is put on your account. Otherwise, this rate is fixed until 3 months after we open your account.
- 0% on Purchases. This rate is fixed for 6 months from when we open your account.

We will open your account a few days before you get your card.

If you make a Promotional Transaction, the relevant standard rate will apply if you break this agreement (see condition 9.5) but otherwise the promotional rate (and other terms) will continue until the end of the promotional period. After this the relevant standard rate will apply. We will put a message in your statement to remind you when the introductory promotional period ends.

5.3 We generally charge interest daily on the balance outstanding on the account. We start charging interest from and including the date of each Transaction and on all other amounts from and including the date they are added to the account. We add this interest to your account on the statement date each month. We then charge the relevant standard rate of interest on the whole balance. This means that you pay interest on interest ('compound') until you make your minimum payment. Your minimum payment reduces your balance by the amount of interest you owe us, so you no longer pay interest on it. We then charge interest on your remaining balance until your next statement date.

## **6. ALLOCATION OF PAYMENTS**

6.1 Payments reduce your balances in this order:

- Charges listed in conditions 8 and 9, Payment Protection Cover premium, if relevant and interest on Promotional Transactions, Cash Withdrawals and other Transactions in that order;
- Promotional Transactions at 0% interest followed by Promotional Transactions at other rates in the order that they were added to the account;
- Purchases;
- Cash Withdrawals;
- All other amounts.

## **7. VARIABLE RATES**

We may change interest rates (except fixed rates) and charges under condition 17. The APR does not take these variations into account.

## **KEY INFORMATION**

### **8. CHARGES**

8.1 For letting you continue to use your card (if we do let you) despite your having broken these conditions, we will charge you:

- £12 if you do not make at least your minimum payment by the payment date;
- £12 each time you exceed your credit limit;
- £12 each time a direct debit, cheque or other payment order you have given us is not accepted when we present it for payment.

We will also charge reasonable costs and expenses resulting from you breaking these conditions.

8.2 Our charges for Cash Withdrawals, Balance Transfers, Cheques and our other charges are listed in condition 9.

### **MISSING PAYMENTS**

Missing payments could have severe consequences and make obtaining credit more difficult.

### **IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS**

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights:

- 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2) If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, us or both.
- 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

### **THEFT, LOSS OR MISUSE OF LLOYDS TSB CREDIT CARD**

If your credit card is lost, stolen or misused by someone without your permission, you may have to pay up to £0 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft, etc as long as you confirm this in writing within seven days.

## **YOUR RIGHT TO CANCEL**

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN notice of cancellation to Lloyds TSB Bank plc, Card Services, PO Box 13130, 1-9 Gloucester Place, Brighton BN1 4LT.

If you cancel this agreement you will get back any money you have paid. You will have to repay Balance Transfers, Cheques or Cash Withdrawals but if you repay these in full before your first monthly payment is due you will not have to pay interest or other charges.

Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.

You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.

## **OTHER CONDITIONS**

### **9. CHARGES**

- 9.1 Unless we tell you a charge is not payable, we charge:
- 3% of the amount of each Balance Transfer you make;
  - 2.5% of the amount of each Cash Withdrawal you make (minimum £2.50); and
  - 3% of the amount of each Cheque you use (minimum £3).
- 9.2 Visa and MasterCard Transactions in foreign currencies will be converted into sterling the day they are added to your account. American Express Transactions will be converted the day the Transaction is processed by American Express, which may not be the same day the Transaction is added to your account. We use a wholesale exchange rate set by MasterCard, Visa or American Express, depending on your Card Type. To this we add a fee of 2.75%. For Visa Transactions outside the EU, 0.84% of our fee is paid to Visa. No fee is payable to Visa for Transactions within the EU. For American Express Transactions, 1.5% of our fee is paid to American Express. When you make a Transaction abroad with your American Express Card and the Transaction is not in US dollars, the conversion will be made through US dollars, by converting the Transaction amount into US dollars and then by converting the US dollar amount into sterling. If the Transaction is in US dollars, it will be converted directly into sterling. American Express bases its wholesale rates on rates used between banks which are selected by American Express from customary industry sources (such as Reuters and Bloomburys) on the business day prior to the day the Transaction is processed.
- 9.3 We charge £6 for copies of non-current statements, £5 for copies of transaction receipts unless your transaction query shows a mistake has been made, and £2 if you ask for a receipt for a payment. These charges and the charges listed in condition 8.1 will be added to your account when they arise.
- 9.4 You must keep within your credit limit. We can decline Transactions that are over that limit. But if, as a service to you, we authorise them, you have to pay the charges in condition 8 for going over your limit.
- 9.5 You will lose the preferential terms that apply to Promotional Transactions if you do not comply with important obligations to us. We will start charging the relevant standard rate or fees (see conditions 5 and 8) if you miss a minimum payment or exceed your credit limit. We will not restore the preferential terms once we have withdrawn them, even if you do later comply with your obligations to us.

### **10. THE CARD, PIN AND CHEQUES**

- 10.1 You:
- must sign your Card as soon as you receive it, use it only in the valid period on the Card, memorise your PIN, destroy the slip it's printed on, keep it secret, and not write it on Cards or anything kept with Cards;
  - must not use your Card for anything illegal or for any business purpose, allow anyone else to use your Card, Card number, PIN or Cheques and must keep them safe.

- 10.2 Cards and Cheques belong to us and must be returned immediately if we ask you to do so, or if you die, or are made bankrupt. Anyone acting for us may recover or retain them.
- 10.3 We may cancel or suspend the Card account at any time if you have broken this agreement repeatedly or seriously or we have another good reason for doing so, such as suspected fraud. If we do this, we will tell you as soon as possible. You must then stop using Cards and Cheques on the account and must destroy them.
- 10.4 Card chip content is our property and can only be used for purposes we authorise.

## 11. ADDITIONAL CARD

- 11.1 You can name other people as additional cardholders on your account. You can do this in writing or in other ways. If the person you name is eligible, we will send you the additional Card. You must give the additional Card we send you to the additional cardholder and make sure that he or she is aware of, and keeps to, all conditions relating to the use and safety of Cards.
- 11.2 You are responsible for all use of the additional Card. You must pay us for Transactions made by the additional cardholder even if they make you break this agreement. You will also be liable for any charges payable as a result of use by an additional cardholder.
- 11.3 We will not give additional cardholders information about your account unless you agree.
- 11.4 Contact us on the numbers given in your statement if you wish to cancel the additional Card.
- 11.5 You must pay for Transactions made by the additional cardholder and charged to your account after cancellation.

## 12. LOST CARDS

- 12.1 You must contact us urgently if a Card or Cheque is lost or stolen or a Card or PIN is misused (or you think it may be). Our address and telephone numbers are: **Lloyds TSB Card Services, 1-9 Gloucester Place, Brighton BN1 4LT; phone (24 hours) 0800 096 9779 from UK, +44 1702 278 270 abroad.** We may record or monitor calls. If you later find the reported Cards or Cheques, you must destroy them.
- 12.2 You will not have to pay us anything for unauthorised use of your Card account unless we can show that you gave someone your Card (or details of it), you have not used reasonable care to protect the Card account or have acted fraudulently. In this case, you will be liable for all use of the Card before you give us notice under the above condition. You will not have to pay us for unauthorised postal, telephone or internet Transactions made by someone other than you or an additional cardholder.
- 12.3 You must give information we ask for to get Cards or Cheques back or stop misuse. We may pass this to retailers and other businesses accepting cards, people acting for us and the police.

## 13. TRANSACTIONS AND CREDIT LIMITS

- 13.1 You must not go over your credit limit. When we work out the credit available on your account to authorise new Transactions, we include authorisations for Transactions we have already given but which have not yet been applied to your account.
- 13.2 You can tell us if you want a lower credit limit on your account or if you do not want your credit limit to be increased. We may require minimum limits.
- 13.3 We may tell you about Promotional Transactions you can make on your account. We may put limits on the amount and frequency of Cash Withdrawals and Balance Transfers or only allow them up to a proportion of your credit limit. We will tell you about these limits before you make Transactions.
- 13.4 Once you have made a Transaction, you cannot cancel it.
- 13.5 We use systems to identify Transactions that seem unusual and help us prevent the misuse of your account. If we think a Transaction involves misuse, we may tell the retailer to turn down the Transaction or to check with us before processing the Transaction. So there might be a delay before a retailer agrees to a Transaction and you might not always be able to make a Transaction straightaway, or at all.
  - If you are thinking of making an unusual Transaction, please let us know beforehand so we can try to avoid delays.
  - We may contact you about any Transactions using your Card that seem unusual.We will not be liable for any loss to you as a result of any delay or if we do not allow the Transaction to be made.

## **14. PAYMENTS**

- 14.1 You must make all payments on time. You won't break this term if a payment is late because we've failed to process it as soon as we get it. A payment is shown on your account and reduces your outstanding balance when it clears. We'll give you guidance on making payments to reach us on time and on the clearing times for cheque payments and automated payments.
- 14.2 We may sometimes tell you that you may miss a monthly payment. If you want to do this, we will continue to charge interest on your account, but we will not charge you a late payment fee.
- 14.3 We only credit refunds when we receive proper vouchers or confirmation acceptable to us and we normally charge interest until then. We will refund interest on Transactions that were incorrectly charged to your account.
- 14.4 You must repay the amount of overlimits and arrears as soon as we ask or you are aware of them.
- 14.5 If you pay a set amount by direct debit, we reduce the direct debit to pay off your balance if that is all you owe, or increase it if the set amount is less than your minimum payment.
- 14.6 Your statement will be issued on the same date each month (or if not a working day, the next working day). You must pay us even if you do not get your statement. You should tell us as soon as possible if your statement seems wrong or if you do not receive your monthly statement.
- 14.7 You authorise us to make payments due to us under this agreement from current or savings accounts you have with us or Lloyds TSB Scotland plc (including joint accounts) if you don't pay them on time yourself. Unless we believe the funds from the current or savings account will be moved before payments are made, we will give you at least 7 days advance warning before we do this.

## **15. CHANGING YOUR CARD TYPE**

- 15.1 We may issue a different Card Type from the one you applied for to be used alongside or instead of an existing Card. Your signature on the agreement will be taken as your request for us to do so. If you change to another Card Type we may give you a new account number. You will be able to keep your old Card Type if it is available by telling us within 30 days and returning the new Card. If a change to your Card Type is to your disadvantage condition 17.3 will apply.
- 15.2 The terms that apply to any Promotional Transactions will not be affected if we give you a new Card Type and we will tell you if there are any changes to interest rates, charges, credit limits and promotional schemes.

## **16. ENDING THE AGREEMENT**

- 16.1 This agreement can be ended by you giving us notice at any time and by us giving you 30 days notice, or immediate notice in exceptional circumstances. In both cases:
- you must stop making any Transactions, return all Cards and Cheques (cut in half) and cancel instructions or authorities you have given others to charge your account; and
  - the agreement will continue until you have repaid all amounts you owe us including Transactions, fees and charges added to your account after we received your notice, or gave you notice.
- 16.2 We may require you to repay the full amount you owe under this agreement if you die, are made bankrupt or break this agreement repeatedly or seriously but we will follow legal requirements for your protection before we ask you for payment.

## **17. CHANGES**

- 17.1 We may change:
- interest rates (except fixed rates). This includes changing the way they are charged or calculated, or introducing different rates for different types of Transaction or different types of rate. The new rates apply to Transactions and to your outstanding balance from the date the rate changes;
  - charges (or introduce new charges), minimum payment amounts, statement dates and payment dates.

These changes may be personal to you and based on a number of factors such as increased or decreased credit risk and the way you use your account. For example, we may reduce the number of days between the statement date and the payment date if you always pay off your balance in full.

17.2 We may also make other changes to the conditions to:

- make a change to your benefit, or not affecting your rights or obligations;
- meet legal or regulatory requirements;
- correct errors, omissions, inaccuracies or ambiguities;
- reflect changes to the structure of our group;
- cover service differences for new computer or other processes;
- bring us into line with market practice; or
- reflect changes in customer demand or requirements.

17.3 We will give you at least 7 days notice of any change in interest rates and one month's notice of any other change in these conditions. If a change in these conditions (other than a change in interest rates) is to your disadvantage you can:

- write to us within 60 days to close your account – the change in conditions will not disadvantage you in the meantime; or
- continue this agreement unchanged if you tell us before the change takes effect, return Cards and Cheques, and make no new Transactions.

## 18. GENERAL

18.1 You must tell us if your name, telephone number or address changes and, if we ask, confirm it in writing.

18.2 We may transfer our rights and obligations under this agreement (including our obligation to lend) to someone else but your rights under this agreement will not be affected if we do so.

18.3 This agreement is unsecured regardless of the terms of any security charge you may have given, or may in the future give, to us in relation to other borrowings.

18.4 We may offer (and withdraw) extra benefits and services. These conditions apply to them unless they are not appropriate or we agree different terms.

18.5 If we choose not to exercise rights against you we can still do so later.

18.6 We will charge interest at the relevant standard rate on amounts that you owe us both before and after you are ordered by a court to make payments to us.

18.7 We are not liable if banks, retailers, terminals or other machines do not accept Cards.

18.8 We are not liable for events outside our reasonable control, such as failures caused by industrial action, machine, data-processing or transmission failures, or other events outside our reasonable control.

18.9 English law governs this agreement and any pre-contractual negotiations, unless your address on the application is in Scotland, when Scots law applies.

## 19. DEFINED TERMS

**"Balance Transfer"**: a transfer to us of a debt (minimum £100 or another amount we tell you) that you owe another lender.

**"Card"**: any credit card issued under this agreement (including renewal, replacement and additional cards).

**"Card Type"**: any Card we issue under the Visa, MasterCard, American Express or any other card acceptance scheme.

**"Cash Withdrawal"**: cash withdrawals, advances made by Card or Card number, gambling transactions, purchases of currency and cash related Transactions, such as purchase of travellers cheques, money orders or gaming chips.

**"Cheque"**: any cheque we issue for you to use with your Card account.

**"Promotional Transaction"**: means a Transaction that preferential terms (such as lower interest rates) apply to for a specified period. We will tell you these terms before you make the Transaction.

**"Purchase"**: a payment for goods or services from a supplier that you make or authorise by Card or Card number.

**"Transaction"**: Purchases, payments by Cheque, Cash Withdrawals and Balance Transfers.

**"We"/"us"/"our"**: Lloyds TSB Bank plc, and any person we may transfer our rights or duties to.

## **INFORMATION ABOUT US**

The creditor is Lloyds TSB Bank plc which provides credit products to consumers. Lloyds TSB Bank plc is a company registered in England No. 2065. Credit from Lloyds TSB Bank plc is regulated by the Office of Fair Trading No. 004685 under the Consumer Credit Act 1974. Lloyds TSB Bank plc is also authorised and regulated by the Financial Services Authority (reference number 119278) and subscribes to the Banking Codes.

We will only write to you in English.

If any taxes apply to you as a result of entering into this agreement you must account for them yourself.

## **INFORMATION ABOUT HOW TO MAKE A COMPLAINT**

If you have a complaint about this service, please write to Customer Services, Lloyds TSB Card Services, Brighton BN1 4LT or call us on 0870 010 6622. If you are unable to resolve any complaint you may have against us after contacting our Customer Service Department you may apply to have your complaint resolved by the Financial Ombudsman Service. Credit sold by Lloyds TSB Bank plc is subject to the compulsory jurisdiction of the Financial Ombudsman Service.

## **My personal data and Lloyds TSB\***

\*The Lloyds TSB group includes all companies with the Lloyds TSB name, Cheltenham & Gloucester plc and Scottish Widows plc, and their associated companies.

I agree that you may keep my personal details, given to you by me or other people during my relationship with you and other companies in your group\*, in a Lloyds TSB database. This includes:

- details I give you on application forms,
- details I give you during financial reviews and interviews,
- your analysis of my banking transactions, and
- what you know from operating my accounts.

Companies in your group may use and update this centrally held information to:

- provide me with services,
- identify products and services which might be suitable for me,
- assess lending and insurance risks,
- recover debts,
- prevent and detect fraud, and
- update their own records about me.

You may also use my information for research and statistical analysis with the aim of improving your services.

If I request it, on payment of a fee, which is currently £10, you will provide me with a copy of the information you hold, in line with the Data Protection Act.

The information you hold about me is confidential. You will only disclose it outside the Lloyds TSB group\* when:

- I give you my consent,
- it is needed by your agents and others involved in running accounts and services for me,
- you or others need to investigate or prevent crime,
- the law permits or requires it, even without my consent, or
- there is a duty to the public to reveal the information.

You may administer my account and provide other services from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data protection laws as the UK. However, you will have a contract in place to ensure that my information is adequately protected, and you will remain bound by your obligations under the Data Protection Act even when my personal information is processed outside Europe.

When assessing my application and managing my borrowing automated decision making systems may be used. I agree that when making credit decisions you may make searches at credit reference agencies, including electoral register information. These searches will be recorded by the credit reference agencies.

I agree that if I am applying in joint names, this will create a financial link between us in the records at the credit reference agencies meaning that my financial affairs and those of my joint applicant may be treated as affecting each other.

You may disclose how I have run my accounts to the credit reference agencies. In the event that you make formal demand for repayment of my borrowing and I do not make full repayment or satisfactory proposals to you within 28 days, you may disclose this to the agencies, who will record the outstanding debt.

I agree that credit reference agencies may form a link in the records they hold about me between any previous or subsequent names that I use.

I understand that if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

You and other organisations may use credit reference agency and fraud prevention agency records about me and people financially linked to me, and others in my household to help make decisions about me and them:

- for credit and credit related services, and to manage my accounts
- for checking details on proposals and claims for all types of insurance
- for fraud prevention, debtor tracing, debt recovery, and to check my identity to prevent money laundering
- for checking details of job applicants and employees.

You and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

If I ask, you will tell me which credit reference and fraud prevention agencies you have used so I can get a copy of my details from them.

I confirm that I have consent for this agreement from any joint applicant who is not present, and I will share with them the details of what I have agreed to on their behalf.

You may monitor or record phone calls with me in case you need to check you have carried out my instructions correctly and to help improve your quality of service.

You may contact me about products and services available from the Lloyds TSB group, and from selected companies outside your group which you believe may interest me or benefit me financially, unless I have told you that I do not want to receive this information. Other companies, including those in your group, will not make marketing approaches to me without my consent.

## Please contact us if you'd like this in large print or Braille.

Lloyds TSB Bank plc Registered office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 2065.

Authorised and regulated by the Financial Services Authority and a signatory to the Banking Codes.

We are members of the Financial Services Compensation Scheme and the Financial Ombudsman Service.