

We have tried to make these Conditions of Use easier to read and understand by adding headings to the various sections. These headings have been inserted for convenience only and do not affect the legal construction or interpretation of these Conditions of Use.

This is a copy of the current Conditions of Use for you to keep.

You may at your option (but without any liability on your part to do so) choose to settle your Card Transactions with us directly ('Individual Pay Facility'). The Business may agree to settle Card Transactions with us directly and, if so, this will be identified as a "Company Pay" payment method on the Service application forms.

Some conditions apply only to Card Transactions to be settled using the Individual Pay Facility, and some only apply to Card Transactions being settled by the Company Pay Facility. This will be made clear in the conditions concerned. Unless otherwise specified, the conditions apply equally to both.

## 1 Definitions

**Authorisation:** confirmation that we will pay a proposed Card Transaction.

**Bank, we, us or our:** Lloyds Bank plc.

**Billing Cycle:** the period of about one month between Cardholder Statements.

**Business:** the Bank's customer and entity at whose request the Card is issued to the Cardholder pursuant to an agreement between us and the business.

**Business Day:** a day (excluding Saturday and Sunday) on which banks are generally open for business in England.

**Card:** the Lloyds Bank Corporate MultiPay Card (including any renewal or replacement card) issued for use with the Cardholder Account.

**Card Number:** the 16 digit number which identifies each individual Card and appears on the face of the Card.

**Card Transaction:** any purchase of goods and/or services and/or cash withdrawals made by you using the Card or Card Number.

**Cardholder, you or your:** the person identified on the Card who is authorised by the Business to use the Card.

**Cardholder Account:** the sub-account opened by us in respect of the Card issued to the Cardholder pursuant to an agreement between us and the Business.

**Cardholder Application:** the application to the Bank from each Cardholder, containing the Conditions of Use.

**Cardholder Limit:** the maximum amounts of spending permitted by the Cardholder during a Billing Cycle (including any Card Transactions not yet debited and any authorisations the Bank has given in respect of prospective Card Transactions).

**Cardholder Statement:** the statement of a Cardholder's Card Transactions made available by the Bank to the Cardholder and the Business under condition 8.

**Charges:** the charges applicable to the Services which are agreed with the Business at the start of the agreement between the Business and the Bank (as may be varied from time to time). Details of charges can be found at: [www.lloydsbankcommercial.com/terms-and-conditions/Cash-management/Card-services/](http://www.lloydsbankcommercial.com/terms-and-conditions/Cash-management/Card-services/)

**Company Pay Facility:** the payment method by which the Business pays the Bank for Card Transactions and Charges that are not being settled using the Individual Pay Facility. Such method of payment for Card Transactions and Charges will be identified as "Company Pay" on the Corporate MultiPay Business Application and Cardholder Application.

**Diversion Account:** a separate account from the account that initiated the transaction and to which the Business has chosen to post certain transaction types. All transactions on this account will be paid by the Business, even if the overall Service programme is an Individual Pay Facility.

**Individual Pay Facility:** the payment method by which the Cardholder pays the Bank for Card Transactions and Charges on their Cardholder Account (at the Cardholder's option and without the Cardholder being liable to make any such payment).

**Introducer Bank:** the bank or financial institution named as such in section 1 of the Corporate MultiPay Business Application completed by the Business.

**Lloyds Banking Group:** Lloyds Banking Group plc and all subsidiaries thereof for the time being.

**Online:** by means of the internet, the website address which will be notified by the Bank to the Business from time to time.

**OCMS:** the internet based Card enquiry and maintenance service provided in respect of a Card.

**OCMS Conditions of Use:** the conditions of use applicable to the use of the OCMS which are accessed and agreed when a Programme Administrator or a Cardholder enrolls for the Service via the Website.

**Payment Scheme:** MasterCard.

**Payment Scheme Exchange Rate:** the exchange wholesale rate set by the Payment Scheme and applied to non-sterling Card Transactions to convert them to sterling.

**PIN:** the personal identification number issued to Cardholders for use with a Card.

**PIN Management Services:** functionality available at the Bank's ATMs, which allows the Cardholder to change and unlock their PIN.

**Programme Administrator:** a representative nominated by the Business from time to time who will carry out the functions set out or referred to in these Conditions of Use as being for the Programme Administrator.

**Services:** the facilities to be provided by the Bank under an agreement between us and your Business together with any other services associated with the Card that the Bank or any other member of Lloyds Banking Group may make available from time to time.

**Supplier:** any person or entity who agrees, by arrangement with us and/or the Payment Scheme to accept the Card as payment for goods and/or services.

**Website:** the website and associated services of the Bank appearing at [www.lloydsbankcommercial.com](http://www.lloydsbankcommercial.com) or any other URL as the Bank may select.

## 2 Acceptance

Before signing the Card you must read and accept these Conditions of Use and undertake to comply with any conditions of use notified to you by your Business in your terms of employment or contract for services or otherwise in any case related to use of the Card. By signing or using the Card you agree to comply with all of these Conditions of Use. If you do not wish to be bound by these Conditions of Use you must return the Card to us cut in two through the chip.

## 3 The Cardholder Account

- 3.1 We will open and/or continue a Cardholder Account in respect of the Card issued to you which can only be used for such purposes as are authorised by your Business. The Cardholder Account may only be used for authorised Business use as defined between yourself and the Business. You will be acting as an agent of the Business in connection with the receipt of the Services being provided by the Bank to the Business.
- 3.2 We will debit the Cardholder Account with all Card Transactions made using your Card and credit the Cardholder Account with all payments made by you or by the Business.
- 3.3 A Cardholder Limit, a daily Card Transactions limit and an overall Card Transaction limit for the Cardholder Account will be established from time to time and will be notified to you by your Business. The amount outstanding on the Cardholder Account at any time may not exceed the Cardholder Limit. No single Card Transaction debited to the Cardholder Account may exceed the overall Card Transaction limit from time to time applicable and no Card Transaction may exceed the daily Card Transaction limit.
- 3.4 A Supplier may contact us, or an agent acting for us, for Authorisation. If Authorisation is given, the Card Transaction will immediately reduce the Cardholder Limit and daily Card Transaction limit, even though the amount of the Card Transaction has not been debited to the Cardholder Account by then.
- 3.5 To activate the Card, on receipt of the Card, you must follow the instructions on the sticker attached to the Card, or telephone 0870 125 2584 (abroad dial +44 1908 544056), available 24 hours, in order to complete the necessary security checks.

## 4 The Card

- 4.1 Subject to condition 2, on receipt of the Card you must sign it immediately.
- 4.2 The Card remains our property at all times and we can recall or replace or change the Card Number or Cardholder Account at any time. If either we or your Business ask for the Card back, it must be returned immediately cut in two through the chip. A person acting for us or your Business may recover or retain the Card.
- 4.3 The Card is only valid for the period shown on it and the Card must not be used outside this period. When the Card expires it must be destroyed by cutting it in two through the chip.
- 4.4 Either we (on our own behalf or on the instruction of the Introducer Bank) or your Business may cancel or suspend use of the Card at any time without prior notice. The Card and/or Card Number must not be used once the Card has been cancelled or suspended.
- 4.5 You must not allow any person other than yourself to use the Card and/or the Card Number and must always keep the Card safe.
- 4.6 Only the Business is liable to us for all Card Transactions incurred on the Cardholder Account whether or not such Card Transactions are incurred in compliance with these Conditions of Use.
- 4.7 You may, however, at your option but without at any time being liable to do so, choose to pay for all Card Transactions incurred on the Cardholder Account whether or not such Card Transactions are incurred in compliance with these Conditions of Use.
- 4.8 The Card and Card Number must not be used for any illegal purpose.
- 4.9 The Card must only be used with Suppliers who are in the Merchant Category Codes specified by your Business.

**5 The PIN**

- 5.1 If requested by your Business to do so, we may permit the Card to be used by you to obtain cash advances. All such cash advances will be debited to the Cardholder Account. If cash advances are permitted by us they may only be used for authorised Business purposes.
- 5.2 You will be issued with a PIN for use with the Card. On receipt, you must memorise your PIN and then destroy the sheet on which it is printed. The PIN must be kept secret. You must not let anyone know it or use it.
- 5.3 You must not write the PIN on the Card or anything left with the Card. If you do write it down, do not write the PIN in a way which would enable someone else to recognise that it is a PIN.
- 5.4 The PIN will allow you to use PIN Management Services and use the Card to execute Card Transactions. This is a security measure, designed to protect unauthorised access to each Cardholder Account. The PIN will only be known by you and will not have been revealed to anyone else or be known by any member of Bank staff. When you receive the PIN you can change it and select a PIN of your own choice through any of our ATMs. As a fraud prevention measure we restrict use of some numbers as PINs which are easily guessed.

**6 Card Transactions**

- 6.1 The Card or Card Number can be used to make or authorise payments to Suppliers who accept the Card (for example, a payment for goods or services supplied to you). The Card and PIN can be used in ATMs which accept the Card, when they are operating, to access PIN Management Services and to withdraw cash. (Cash is only available if permitted by the Business according to condition 5.1).
- 6.2 The authorisation of a Card Transaction can include authorising any single Card Transaction, a series of recurring Card Transactions or pre-authorising a future Card Transaction of a certain or uncertain amount.
- 6.3 A Supplier may contact the Bank or an agent acting for the Bank for Authorisation in respect of the Card Transaction that you want to make. Therefore there may be a delay before a Supplier processes a Card Transaction, and you might not always be able to make a Card Transaction straight away, or at all. The Bank has the right to refuse authorisation for any particular Card Transaction. The Bank will not be liable for any loss to you as a result of any delay or if the Bank does not allow a Card Transaction to be made. If Authorisation is given, that Card Transaction will immediately reduce the total amount that can be drawn within the relevant Cardholder Limit.
- 6.4 Otherwise than as set out in condition 6.5 below, once the Card has been used for a Card Transaction, the Card Transaction cannot be stopped.
- 6.5
- 6.5.1 In some cases, we may be able to cancel a Card Transaction at a later time; you can call us to find out whether this will be possible.
- 6.5.2 Where you set up regular payments (recurring transactions) to be made from the Cardholder Account, such Card Transactions can be cancelled by you or your Business telling the Supplier, or other party you have made the arrangement with, or us. If you ask us to stop a recurring transaction, you must tell us no later than one Business Day before the payment is due to take place. We recommend you contact the person you make the payment to so that they do not keep trying to take payment. You will need to contact them if you want to cancel your arrangement with them in any case, as we cannot do that for you. By cancelling a recurring transaction arrangement you or your Business will have withdrawn authorisation for such future transactions. We may ask you for clarification of which payment you are stopping and/or, if appropriate, request written confirmation that authorisation to a recurring transaction arrangement has been withdrawn. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised. You will also need to tell anyone you make regular payments to if your Cardholder Account is closed or your Card Number changes, as otherwise they may not be able to collect your payments. If you do miss a payment for this reason, we are not liable to you for any loss or damage you suffer as a result.
- 6.6 If, on receipt of your Cardholder Statement, an item appears of which you have no record, you should contact Lloyds Bank plc, by telephone on 0870 513 4588 (24 hours) (if abroad +44 1908 544059) as soon as possible.
- 6.7 All non-sterling Card Transactions will be converted to sterling and debited to the Cardholder Account (or Diversion Account, where relevant). All non-sterling Card Transactions will be converted to sterling at the Payment Scheme Exchange Rate which is applicable on the day the Card Transaction is debited to the Cardholder Account which may be after the day you carried out the Card Transaction. The non-sterling transaction fee of 2.75% (which may be amended from time to time) is added to the converted sterling amount and this fee and the converted sterling amount will be shown on your Cardholder Statement.
- 6.8 Where cash withdrawals are permitted, if the Card is used to withdraw cash from an ATM there may be a handling charge and we will deduct from the Cardholder Account the amount dispensed (if applicable converted in accordance with condition 6.7 above), and any handling charges payable.

- 6.9 Where the Individual Pay Facility option is chosen, all Card Transactions which are not being settled by you will be applied to the Diversion Account.

**7 OCMS**

- 7.1 To access OCMS, you must agree to and comply with the online OCMS Conditions of Use. Upon enrolling for OCMS you must choose a user identification and a password. Cardholders agree that you will not engage in any unacceptable use of the OCMS, including without limitation, the activities set out in condition 7.4.
- 7.2 OCMS may contain inaccuracies and typographical errors and you acknowledge and agree that the OCMS, any related services and any information provided pursuant to OCMS will be provided on an "as is" and "as available" basis. If we are informed of any such errors we will endeavour to correct them as soon as practicable.
- 7.3 You must:
- 7.3.1 comply with any user guide and/or other instructions issued by the Bank in connection with the access to and use of OCMS;
- 7.3.2 ensure that personal and other data provided to the Bank is properly maintained, accurate and up to date;
- 7.3.3 comply with all applicable security procedures and keep secure and confidential all usernames, passwords and PINs and change the same no less frequently than recommended by the Bank from time to time or if at any time it is suspected that a breach of security has taken place; and
- 7.3.4 set up and maintain adequate security measures to safeguard the use of OCMS from unauthorised persons.
- 7.4 You must not:
- 7.4.1 monitor, copy, print out or otherwise reproduce OCMS or any part thereof (except as expressly permitted hereunder);
- 7.4.2 modify, translate, alter, decompile, disassemble, hack, tamper with or reverse engineer any part of OCMS or create any derivative work or product based on OCMS or use OCMS for the creation of new applications of any kind or for the creation of other products or service offerings;
- 7.4.3 use OCMS other than for the Business' business purposes;
- 7.4.4 create a false identity or otherwise attempt to mislead any person as to their identity or the origin of any application transmitted through the OCMS;
- 7.4.5 remove or alter any proprietary markings, copyright notices, confidential legends, trademarks or brand names appearing on OCMS or any material supplied by us under these Conditions of Use or any copies thereof whether in the form of user guides or otherwise;
- 7.4.6 use accounts, account numbers or attempt to authorise transactions through accounts for which you do not have full authority to conduct such activities;
- 7.4.7 disseminate or transmit any material or messages that do not pertain to the intended use of OCMS or that contain anything that is obscene, defamatory, harassing, offensive or malicious;
- 7.4.8 disseminate or transmit files, graphics, software or other material that actually or potentially infringes the intellectual property rights of any person or entity;
- 7.4.9 access or use any part of OCMS in respect of which the Bank has not granted express permission or interfere with or disrupt any information or accounts held on the OCMS;
- 7.4.10 use or permit any third party to use OCMS in contravention of any applicable law or regulation, including without limitation, exporting, re-exporting or otherwise transferring data, information or software in violation of any import or export law, regulation or restriction;
- 7.4.11 use any software or other tool or take or permit any third party to take any action which may interfere with the functionality of OCMS or compromise the security and control of access to OCMS by the Business or any other person;
- 7.4.12 create or permit to be created any links to or from any website to any part of OCMS or cause OCMS to appear in any form (whether by framing or otherwise) other than that presented by the Bank;
- 7.4.13 transmit or upload any material that contains viruses, trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Website or any network connected thereto; or
- 7.4.14 sublicense, relicence, distribute, disclose, use, market, rent, lease, loan or transfer to any third party, any part of OCMS for third party use, third party training, time sharing, use as an application service provider or service bureau use.
- 7.5 You acknowledge that the copyright, patent rights, trade secrets, trademarks and other intellectual property rights in and to OCMS and any material issued by the Bank in connection therewith are owned by the Bank and/or its licensors and save for the access rights expressly set out herein nothing contained in these Conditions of Use gives you any right, title or interest in any such intellectual property.

- 7.6 The Bank may accept as authentic and accurate and act upon any information that is accompanied by the appropriate identifier without further investigating the source of information.
- 7.7 The Bank gives no warranty or assurance with respect to OCMS and all implied warranties are excluded to the maximum extent permitted by law.
- 7.8 Although industry-customary security measures have been implemented to protect the privacy of information transmitted via OCMS the Bank does not warrant that any such information will be fully protected from unauthorised access.
- 7.9 The Bank will use reasonable efforts to enable access to OCMS on a 24/7 basis but does not warrant that the use of OCMS will be uninterrupted whether for scheduled maintenance or otherwise and the Bank will not be liable for your inability to use OCMS howsoever this arises.
- 7.10 The Bank may suspend, modify or discontinue OCMS, and/or terminate your right to use OCMS, at any time for any reason including:
- 7.10.1 maintenance or enhancement;
  - 7.10.2 breach of security or breach by you of any of its obligations hereunder;
  - 7.10.3 Your, or Business', failure to agree to any changes to the terms of use relating to the OCMS; or
  - 7.10.4 You, or the Business, uses, or attempts to use the OCMS, in an unauthorised manner;
- and whenever practicable the Bank will notify the Programme Administrator accordingly.
- 7.11 The Bank may at its discretion delay or decline to update on OCMS any transmitted information which it considers to be unacceptable for any reason, including suspected unauthorised access or fraud.
- 7.12 Unless terminated earlier by the Bank, the rights of access to OCMS will cease on termination of these Conditions of Use.

## 8 Statements

If there have been any Card Transactions or Charges on the Cardholder Account in any Billing Cycle, we will provide or make available a Cardholder Statement to you and your Business. The Cardholder Statement will show all Card Transactions and Charges debited and all amounts credited to the Cardholder Account in the Billing Cycle and the total amount due on the Cardholder Account at the Cardholder Statement date. You must ensure that all Card Transactions on the Cardholder Statement are correct and that, where appropriate, each Card Transaction is supported by a valid Supplier's VAT invoice. In the event of any errors during the production or posting of the Cardholder Statement (including posting Online), you may experience a delay in being able to view your Cardholder Statement. If there have been no Card Transactions or Charges on the Card in the Billing Cycle, we will not produce a Cardholder Statement. The Cardholder Statement contains confidential information and you should dispose of it carefully.

## 9 Payment

- 9.1 Individual Pay Facility:  
Your Business is liable to us for settlement of the amount shown in the Cardholder Statement. You are not under any liability or obligation to us for settlement of the amount shown in the Cardholder Statement but you may make payment of the whole or any part of the amount shown, where this has been agreed by you with the Business. Payment must only be made via Direct Debit.
- 9.2 Company Pay Facility:  
Your Business is liable to us for settlement of the amount shown in the Cardholder Statement and no payment is due from you to us.

## 10 Disputes and discrepancies

You must use all reasonable endeavours to resolve any questions, problems, discrepancies or disputes concerning any item appearing on the Cardholder Statement directly with the relevant Supplier. If you are unable to resolve the issue please contact us immediately on 0870 513 4588 (if abroad +44 1908 544059) and we will take appropriate steps to provide the information you request or attempt to resolve your concern. However, unless required by law, we have no liability in relation to any goods or services obtained by use of your Card.

## 11 Restrictions of use and closure of the Cardholder Account

- 11.1 We may cancel or suspend the right to use the Card entirely or in respect of a specific Card function, or refuse to renew, replace or reissue a Card, or make Card Transactions, on reasonable grounds relating to (a) the security of the Card; (b) the suspected unauthorised or fraudulent use of the Card; or (c) the Business' ability to repay any credit advanced to you. If we cancel or suspend use of the Card or intend not to renew, replace or reissue the Card, we will tell the Business as soon as practicable and advise the Business of the reason(s) unless the law prevents us from doing so or it would undermine our security measures.
- 11.2 If we refuse a Card Transaction then you or the Business can call us on 0870 513 4588 (24 hours) (if abroad +44 1908 544059) or write to us at Lloyds Bank Card Services, PO BOX 6061, Milton Keynes, MK7 8LE to find out why we have refused and whether there is anything you or the Business can do to deal with the problem that led to our refusal (unless the law prevents us from telling you or the Business or it would undermine our security measures).
- 11.3 Lloyds Banking Group periodically reviews its approach to dealing with certain higher risk countries that are subject to government and international sanctions in order to best protect its customers, its business, its people and its reputation. Consequently, we may decide not to process payments to or from a limited number of countries or allow you to make Card Transactions there. We will tell you or the Business which countries if you ask us or if you try to make a payment there.
- 11.4 Either you or the Business may at any time close your Cardholder Account if the Business, or you (at its option, if there is an Individual Pay Facility), pays to us all amounts outstanding on the Cardholder Account and return any Card issued for use with your Cardholder Account to us cut in two through the chip.
- 11.5 Subject to any notice we are required by law to give you, we may close your Cardholder Account at any time upon giving you our reason for doing so; in particular, your Cardholder Account may be closed if you exceed your Cardholder Limit or your daily Card Transaction limit or the overall Card Transaction limit for the Business, or if you for any reason cease to be employed by, or contracted to supply services to, the Business.
- 11.6 If you cease for any reason to be an employee, agent or contractor of the Business you must cease to use the Card and your Cardholder Account and must return the Card to the Business cut in two through the chip.

## 12 Charges

- 12.1 Your Business is liable for payment of all reasonable expenses incurred by us:
- 12.1.1 resulting from your use of the Card including expenses incurred as a result of any breach by you of these Conditions of Use; and
  - 12.1.2 in recovering any Cards which should have been returned to us.
- 12.2 We may debit the Cardholder Account with any Charges we may make for information or services you ask for (which we have not agreed to provide elsewhere in these Conditions of Use).
- 12.3 We may also debit the Cardholder Account with any costs and expenses we incur in enforcing our rights.
- 12.4 All such Charges, costs or expenses will be debited to your Cardholder Account.

## 13 Suppliers

- 13.1 We are not liable if any bank, Supplier, terminal or other machine does not accept the Card.
- 13.2 If a Supplier is liable to refund a Card Transaction, we will only credit the Cardholder Account with the amount of the refund when we receive an appropriate voucher or satisfactory confirmation from that Supplier.
- 13.3 No claim against the Supplier may be the subject of set off or counterclaim against us (unless the law provides otherwise).

## 14 Service

We try to give a complete service when required, but we will not be liable if we fail to carry out our duties due to industrial action, the failure of any machine, data processing system, transmission link or to any other event outside our control.

## 15 Our Service Promise

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible.

If you would like a copy of our complaint procedures, please contact your relationship manager or any of our offices.

You can also find details on our website at [www.lloydsbankcommercial.com/contactus](http://www.lloydsbankcommercial.com/contactus).

**16 Lost or stolen Cards**

- 16.1 If your Card is lost, stolen or the PIN becomes known to any person other than you, or your Card or your PIN are for any reason liable to misuse, you must notify the Bank as soon as possible by telephone on 0870 513 4588 (24 hours) (if abroad +44 1908 544059) so we can take steps to limit unauthorised use of your Cardholder Account. We may ask for written confirmation within seven days. Please always give your Cardholder Account number in such written confirmation. If a Card is subsequently found, it must not be used and must be returned to the Bank cut in two through the chip.
- 16.2 You will assist us or our agents in the investigation of the loss, theft or possible misuse of your Card or the disclosure of the PIN, and will assist us to recover the Card. You consent to the disclosure of any relevant information concerning your Cardholder Account in connection with such matters. You consent to us passing on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the United Kingdom or (if appropriate) abroad.
- 16.3 All Cards are and remain our property at all times. You are responsible for recovering, destroying and returning all Cards issued to you if we or our agents so request. Following a request for return of a Card, it must be cut in two through the chip and promptly returned to us.
- 16.4 When a Card expires or is lost or stolen the Bank may issue you with a new Card.
- 16.5 For the avoidance of doubt you will not be liable to the Bank for anything under this condition 16.

**17 Data Protection**

The Data Protection Act 1998 does not generally apply to companies. What follows applies to personal data relating to sole traders, partnerships and individuals that are directors and officers of legal entities.

Your information will be held by Lloyds Bank which is part of the Lloyds Banking Group. More information on the Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com)

Your personal information will be shared within Lloyds Banking Group to enable us to better understand your needs, run your accounts and provide products in the efficient way you expect.

We will share personal information from your application with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies to prevent fraud and money laundering. Further details explaining how information held by the fraud prevention agencies may be used can be obtained by reading the privacy notice at <http://www.lloydsbankcommercial.com/privacy-statement/> or contacting your local branch.

When we receive an application from a business we may obtain information about the company, their directors or partners and any guarantors from credit reference agencies and Group records to check your credit status. The credit reference agency enquiries may be seen by other companies making their own enquiries and may affect your ability to obtain credit elsewhere in the future. We may also use credit scoring.

If this is a joint application you are giving us permission to search and record information, and create a link between your financial records at credit reference agencies which will remain until you successfully apply for a "notice of disassociation" at these agencies.

We may ask you to provide physical forms of identity verification or search the files of credit reference agencies which will keep a record of our search, whether or not your application proceeds. This is not seen or used by lenders to assess your ability to obtain credit.

Lloyds Banking Group companies may use your information to contact you by mail, telephone, e-mail or text message about products and services that may be of interest to you. If you do not wish to receive this information let us know by using any convenient means (e.g. by e-mail or when visiting a branch).

To understand how the personal information you give us will be used. We strongly advise that you read our Privacy Statement, which you can find at <http://www.lloydsbankcommercial.com/privacy-statement> or you can ask us for a copy.

For further information or to ask for a copy of the Privacy Statement, please contact [lbcbddataprivacy@lloydsbank.co.uk](mailto:lbcbddataprivacy@lloydsbank.co.uk)

**18 Termination**

- 18.1 The Bank and/or the Introducer Bank may terminate these Conditions of Use at any time by not less than 30 days' written notice to you.
- 18.2 You may end these Conditions of Use at any time by writing to us, enclosing all the Cards issued for your Cardholder Account, cut in two through the chip.
- 18.3 We and/or the Introducer Bank may end these Conditions of Use, demand repayment, or require you to close your Cardholder Account at any time pursuant to the terms of these Conditions of Use. If we and/or the Introducer Bank give notice because any of the Conditions of Use have been breached, these Conditions of Use will end unless you take the action required in the notice by the date stated in it. If we and/or the Introducer Bank give notice for any other reason, the notice may end these Conditions of Use with immediate effect.
- 18.4 If these Conditions of Use are ended, your Business is liable to repay immediately on demand the outstanding balance on the Cardholder Account, including Charges to the date of repayment.
- 18.5 You must make sure there are no Card Transactions after these Conditions of Use have been ended and you must cancel any authority or standing instruction for a Card Transaction in accordance with condition 6.5. Your Business will be liable to repay on demand any Card Transaction that may be debited to your Cardholder Account after these Conditions of Use have been ended.
- 18.6 The rights set out in these Conditions of Use are in addition to any other remedies we may have for recovering debts.
- 18.7 If these Conditions of Use are ended (and despite them ending) you will continue to be liable for any obligations incurred or to be performed by you under these Conditions of Use and the Business will continue to be liable for any obligations incurred or to be performed by it under the agreement between us and the Business, until all Cards relating to your Cardholder Account have been returned to us and such obligations have been discharged.

**19 Changes to Conditions of Use**

- 19.1 We have the right to make changes to these Conditions of Use at any time including but not limited to changes to ensure compliance with legal or regulatory requirements, to rectify errors or omissions or to take account of reorganisations within Lloyds Banking Group, to change the scope of the Service, to improve security or to take account of changes to systems. Changes will be notified to you via your Programme Administrator, whereby your Programme Administrator will be notified of the changes in writing by post or by e-mail and in either case may direct you to the Website where details of the change are posted.
- 19.2 If we amend these Conditions of Use, and the change is to your disadvantage, we will give you 30 days' written notice via your Programme Administrator before we make the change. You may, by notice in writing to the Bank (to be received by the Bank before the date on which the proposed change comes into effect) terminate these Conditions of Use with immediate effect and without having to pay any extra charges for doing so. If a change is not to your disadvantage we may make a change immediately and tell you about it via your Programme Administrator in writing within 30 days.
- 19.3 If we have made a major change or a number of minor changes in any one year, we will send you (via your Programme Administrator) a copy of the new Conditions of Use or a summary of the changes or direct you (via your Programme Administrator) to the Website where the latest Conditions of Use and/or a summary of the changes are posted.
- 19.4 The Payment Scheme Exchange Rate changes on a daily basis; it is applied immediately without giving you any prior notice.

**20 General**

- 20.1 You must notify us of any change in name or address and, if we ask, confirm it in writing.
- 20.2 Any temporary waiver or indulgence by us in the exercise of any of our rights will not preclude the exercising of our rights at any subsequent date.
- 20.3 Should any part of these Conditions of Use be found to be unenforceable, it will not affect the rest of the Conditions of Use, and the parties will seek to give the unenforceable part effect to the maximum degree possible by law.

20.4 You consent to us providing any information referred to in these Conditions of Use on the Website.

20.5 These Conditions of Use do not create or confer any rights or benefits enforceable by any person not a party to them (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except always that the Introducer Bank shall have the right to enforce the rights given to it under condition 18 of these Conditions of Use and no consent is required from the Introducer Bank for us to vary or terminate these Conditions of Use.

## 21 Governing Law

These Conditions of Use and the agreement formed between the Business and the Bank (and any non-contractual obligations arising out of or in connection therewith) are governed by and construed in accordance with English law and the Cardholder submits to the exclusive jurisdiction of the courts of England and Wales.

## 22 Companies Act

Your attention is drawn to Part 10 of the Companies Act 2006 ("the Act"). We are advised that the issue of the Card to directors of a relevant Business (or to persons who are connected with such directors) at the request of the relevant Business in question or any subsidiary of that Business may in certain circumstances result in the making of a quasi-loan (as defined in the Act) to them. It is the responsibility of any relevant Business to ensure that its arrangements with Cardholders comply with the requirements of the Act (or any re-enactment, amendment or modification thereof) and, where appropriate, to consult with its own advisers in this regard. We are not concerned with the arrangements of the Business with you.

### Travel inconvenience benefits:

#### Corporate MultiPay – policy summary:

As a holder of a Corporate MultiPay you have access to certain insurance benefits. This is a summary of the policy and does not contain the full terms and conditions of the cover. For full details of our terms and conditions, please visit <http://www.lloydsbankcommercial.com/terms-and-conditions/Cash-management/Card-services/> where you can access them as a downloadable file.

#### Name of insurer:

Insured by certain underwriters of Lloyd's of London.

#### Type of insurance and cover:

The Corporate MultiPay policy provides cover for you and up to three colleagues, when all are travelling together on a business journey outside the United Kingdom for up to 90 days duration. Cover is provided when the full cost of your business travel has been purchased with your Corporate MultiPay. Please note that this is not a full travel insurance policy.

#### Significant features and benefits:

- Travel delay £25 per hour up to £300 – compensation if your ship, aircraft or train is delayed by more than four hours.
- Delayed baggage £40 per hour up to £480 – compensation if your luggage is delayed by the carrier by more than four hours.
- Hijack £30 per day up to £630 – a benefit for each day of your trip that you are subject to a hijack.
- Legal expenses up to £2,500 – cover for legal costs following your personal injury or death caused by a third party while you are on a trip.

#### Significant and unusual exclusions or limitations:

- Your policy excludes some situations. These generally involve anything you already know about or that is caused by war, fraud or criminal or deliberate acts on your part. For full details of exclusions please visit <http://www.lloydsbankcommercial.com/terms-and-conditions/Cash-management/Card-services/>, where you can access the policy booklet as a downloadable file.
- This coverage is only valid for travel undertaken on tickets where the full cost has been charged to your Corporate MultiPay.
- Excesses apply to certain benefits (an excess is the first part of a claim which is not covered by the insurance).
- Claims must be submitted no more than 30 days after the incident or loss occurs.

#### Duration of policy:

The benefits under the policy are available as soon as you receive your Corporate MultiPay and will remain in force as long as you hold this card or until such time as a policy covering these card types is no longer provided by Lloyds Bank plc.

#### Cancellation rights:

Access to benefits under this policy are provided free of charge by Lloyds Bank plc and can only be cancelled by them or International SOS Assistance (UK) Limited. If you cancel your card, you will no longer be able to claim under the benefits of this policy.

#### How to claim:

If you need to make a claim, please contact OSG by telephone on +353 1261 2002 or write to:

OSG Travel Claims Services, P.O. Box 1086, Belfast, BT1 9ES, United Kingdom.

#### Medical and Legal Advice:

If you need medical or legal advice, please contact International SOS Assistance (UK) Limited by telephone on +44 208 762 8146 or write to:

International SOS Assistance (UK) Limited, Building 4, Chiswick Park, 566 Chiswick High Road, London, W4 5YE, United Kingdom.

#### Complaints:

If for any reason you are not satisfied with the insurance service you may contact OSG Travel Claims Services at:

The Complaints Officer, OSG Travel Claims Services, P.O. Box 1086, Belfast, BT1 9ES, United Kingdom.

In the event that the matter remains unresolved, it may subsequently be referred to the Financial Ombudsman Service. Full details of the complaint address can be found in the insurance booklet.

#### Financial Services Compensation Scheme:

International SOS Assistance (UK) Limited are members of the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim.

#### Additional Information:

Full details of the terms and conditions of this insurance are available on request from your Programme Administrator.

[www.lloydsbankcommercial.com](http://www.lloydsbankcommercial.com)

Please contact us if you'd like this in Braille, large print or on audio tape.

We accept calls via Text Relay.

We may monitor or record phone calls with you in case we need to check we have carried out your instructions correctly and to help improve the quality of our service.

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

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible.

If you would like a copy of our complaint procedures, please contact your relationship manager or any of our offices.

You can also find details on our website, at [www.lloydsbankcommercial.com/contactus](http://www.lloydsbankcommercial.com/contactus)