SHARE DEALING

Lloyds Banking Group
Shareholder Account
and Dealing Service
Terms and Conditions
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Lloyds Banking Group Shareholder Account Terms and Conditions

1. How do these terms and conditions operate?

1.1 These conditions explain the relationship between you and us. The conditions are split into sections to make them easier to read and they apply to you regardless of which service you have chosen.

1.2 You should read these conditions and the Order Handling Policy and our summary Conflicts of Interest Policy (which, taken together form the full terms and conditions of our service) carefully to understand how they work. They also set out your and our rights and duties. By accepting these terms and conditions you acknowledge the creation of a contractual relationship which has legal consequences.

What do the words and phrases in bold type mean?

In these conditions, the following words and phrases in bold type have the special meanings given below:

<table>
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<th>Term</th>
<th>Definition</th>
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<tr>
<td>Bank of Scotland account</td>
<td>a Bank of Scotland bank or savings account which is capable of sending and receiving electronic fund transfer payments;</td>
</tr>
<tr>
<td>Conflicts of Interest Policy (COIP)</td>
<td>our Policy on the management of conflicts of interest. It describes the steps we take to identify and manage conflicts that may arise. A summary of our COIP has been provided to you;</td>
</tr>
<tr>
<td>Contract note</td>
<td>a written record, giving the details of a deal, including all charges and the total amount payable by or to you;</td>
</tr>
<tr>
<td>Deal</td>
<td>the subscription for ordinary shares or the sale of shares by you. We also use the word trade;</td>
</tr>
<tr>
<td>Dealing period</td>
<td>the period during which a deal can take place on the market on which we carry out that deal. For UK markets the dealing period is 8.00a.m. to 4.30p.m. on any working day;</td>
</tr>
<tr>
<td>FSA</td>
<td>the Financial Services Authority Limited, an independent organisation that authorises and regulates us, whose address is 25 The North Colonnade, Canary Wharf, London E14 SHS;</td>
</tr>
<tr>
<td>Halifax account</td>
<td>a Halifax bank or savings account which is capable of sending and receiving electronic fund transfer payments;</td>
</tr>
<tr>
<td>Halifax Nominees Limited</td>
<td>is a company that may hold shares in its name for customers;</td>
</tr>
<tr>
<td>Lloyds Banking Group</td>
<td>the corporate group of which we are a member, including subsidiaries and subsidiary undertakings of Lloyds Banking Group plc from time to time;</td>
</tr>
<tr>
<td>Lloyds Banking Group Shareholder Account</td>
<td>is the name given to the service under which Halifax Nominees Limited holds shares for customers under these conditions;</td>
</tr>
<tr>
<td>Lloyds Banking Group Shareholder Account</td>
<td>is the service for selling shares that we provide under these conditions;</td>
</tr>
<tr>
<td>Dealing Service</td>
<td>a market on which deals may be made; this includes both regulated markets, such as the London Stock Exchange plc (LSE), Multilateral Trading Facilities (MTF), which bring together buyers and sellers of securities and investments (including Retail Service Providers and Market Makers) and investment firms who deal outside regulated markets or MTFs;</td>
</tr>
<tr>
<td><strong>Nominated bank account</strong></td>
<td>the bank, building society or savings account that you have nominated and that we will electronically debit (using a direct debit instruction or a debit card) or credit (via BACS or debit card);</td>
</tr>
<tr>
<td><strong>Nominee register</strong></td>
<td>is a record of our customers with Lloyds Banking Group Shareholder Accounts;</td>
</tr>
<tr>
<td><strong>Order Handling Policy (OHP)</strong></td>
<td>the Order Handling Policy sets out the arrangements we have adopted to ensure that your orders achieve the best possible result;</td>
</tr>
<tr>
<td><strong>Ordinary shares</strong></td>
<td>are ordinary shares issued by Lloyds Banking Group plc, as such entity may be renamed from time to time, or any successor entity or any holding company of such company from time to time;</td>
</tr>
<tr>
<td><strong>Preference shares</strong></td>
<td>are any preference shares that have been or may be issued by (a) Lloyds Banking Group plc, as such entity may be renamed from time to time, or any successor entity or any holding company of such company from time to time or (b) HBOS plc;</td>
</tr>
<tr>
<td><strong>Registrar</strong></td>
<td>this is Equiniti Limited or any other person appointed by Lloyds Banking Group plc as their registrar from time to time;</td>
</tr>
<tr>
<td><strong>Safe custody</strong></td>
<td>the safeguarding and administration of investments;</td>
</tr>
<tr>
<td><strong>Settlement</strong></td>
<td>this happens when a seller of shares delivers shares to a buyer in the market and the buyer of the shares delivers the purchase consideration to the seller. The settlement date is the date on which the buyer and seller agree that this must happen;</td>
</tr>
<tr>
<td><strong>Shares</strong></td>
<td>are ordinary shares and/or preference shares;</td>
</tr>
<tr>
<td><strong>Us/we/our</strong></td>
<td>Halifax Share Dealing Limited, the provider of the Lloyds Banking Group Shareholder Dealing Service and Halifax Nominees Limited, the provider of the Lloyds Banking Group Shareholder Account. The FSA authorises and regulates us. For ease of reading, these words are not shown in bold type;</td>
</tr>
<tr>
<td><strong>Working day</strong></td>
<td>any day other than a Saturday, Sunday, English or relevant international public/national holiday;</td>
</tr>
<tr>
<td><strong>You/your</strong></td>
<td>the person who becomes registered with us to use the Lloyds Banking Group Shareholder Account and Dealing Service. For ease of reading, these words are not shown in bold type.</td>
</tr>
</tbody>
</table>
2. How does my Lloyds Banking Group Shareholder Account work?

2.1 By asking us to hold your shares for you, you have agreed to be bound by these conditions in relation to those shares.

2.2 We hold your shares for you and our name will appear on the register of members for Lloyds Banking Group plc in relation to those shares. The Registrar is responsible for keeping an accurate record of the shares held in our name. We will be the legal owner of the shares and so we will be bound by the articles of association of Lloyds Banking Group plc. We will keep a nominee register so that we know how many shares we hold for you. We will not send you a certificate for your shares, you will receive a Shareholder Account statement instead.

2.3 We will treat you as though you hold the shares so you will receive benefits from those shares under these conditions equivalent to those of a shareholder in your own name. Nothing in these conditions is intended to vary any of our rights or duties in relation to Lloyds Banking Group plc as set out in the articles of association of Lloyds Banking Group plc and these conditions must be interpreted to give that effect.

2.4 If more than one person is named on the nominee register as the holder of the shares, we will hold them for all of them. We will hold the same shares for up to a maximum of four people at any one time. We will not recognise any trust, whether express, implied or constructive, and notice of any such trust will not be binding on us. However we may, if we wish to do so, recognise any interests held by beneficiaries related to the shares. If we choose to recognise those interests, we will not be obliged to check that all the technical and administrative requirements relating to those interests have been followed and will be entitled (but not obliged) to recognise any acts by the beneficiary holding such interests as if they held the shares.

2.5 If you ask us, we will arrange for a certificate in your name to be issued for your shares, which we will then send to you. We will not hold certificates for you and your Lloyds Banking Group Shareholder Account will not apply to shares held in this form.

2.6 Unless we have previously agreed to register them in your name, all shares held by us (for you) will be registered in the name of Halifax Nominees Limited which is an eligible nominee. Your shares will be pooled with shares held for other customers. This means that your shares will not be identified by separate certificates. If Halifax Nominees Limited defaults and is not holding enough shares to satisfy its obligations to all customers, the shares will be shared out among them in proportion to their holdings. This will not affect your other legal rights. We have accepted responsibility under the FSA rules for any custodian function carried out by Halifax Nominees Limited.

3. How will I receive my benefits as a shareholder?

3.1 We will arrange for Lloyds Banking Group plc to pay cash dividends and other types of payments to you under the following arrangements:

• normally, we will arrange for Lloyds Banking Group plc to pay cash dividends and other types of payments directly to a nominated bank account that you will be asked to nominate for this purpose. If you close your nominated bank account or it ceases to be able to receive payments, for whatever reason, you must nominate another account if you wish to continue to receive these payments directly. If you do not nominate a suitable account to receive these payments, if you close your chosen account without nominating a suitable alternative or if you ask us to, we will arrange for Lloyds Banking Group plc to make these payments by cheque to the sole or first named joint holder. We will not hold any cash for you.

3.2 If you are entitled to extra shares (for example, through a bonus or other capitalisation issue), we will automatically hold the new shares for you under these conditions.

3.3 If you are entitled to buy extra shares (for example, through a rights issue), either we will ask you how you wish us to exercise your rights or we will pass those rights to you so that you can exercise them yourself. We will take all reasonable steps to ensure that, as nearly as reasonably practicable, you receive the same rights as you would have done as a shareholder in your own name.

3.4 If Lloyds Banking Group plc offers the option of a scrip dividend (that is the option to receive new shares rather than a cash dividend) and you tell us that you want to receive shares, we will arrange to receive shares and hold them for you. If we do not receive any instructions from you, Lloyds Banking Group plc will pay you a cash dividend (see condition 3.1).

If Lloyds Banking Group plc offers the option of a Dividend Reinvestment Plan (which allows you to buy more Ordinary shares with your dividend rather than receiving cash) and you tell us that you want to do this, we will arrange to receive and hold the Ordinary shares bought for you. If you do not take part in the plan your cash will be paid to you by Lloyds Banking Group plc in accordance with condition 3.1.

3.5 If there is a take-over offer, we will tell you about it. If you reply quickly enough to allow us to act, we will follow your instructions. We will not act without your instructions.

3.6 If there is a take-over offer which has gone wholly unconditional and we have not received your instructions, we will ask you for your instructions by a specified date. If we do not receive your instructions by that date, we will take no action in respect of your shares.

3.7 Where any other rights are offered in connection with your shares, we will take all reasonable steps to ensure that, as nearly as possible, you receive the same rights as you would have done as a shareholder in your own name.
3.8 If, after acting for you and our other customers under this condition 3, we are left with fractions of shares, we may add these together, sell them and keep the proceeds to set against our operating expenses.

3.9 If we are required by Lloyds Banking Group plc to give warranties before acting for you under this condition 3, we may require you to give us similar warranties before we act.

4. What authority do I need?

4.1 If more than one person is named on the nominee register as the holder of the shares, we require instructions from all named persons. If you are the person first named on the nominee register, then, on each occasion that you give us instructions, you warrant that you have the necessary authority to give us those instructions on behalf of yourself and any other joint holders. If the first named person asks us to, we will change the order of holders on the nominee register.

4.2 We may ask you for proof that you have the right to operate your Lloyds Banking Group Shareholder Account and/or deal in shares for which you have given us instructions. We may not act for you until you have provided us with proof that is satisfactory to us. In particular, we may not accept your instructions unless:

• you have correctly filled in any documents we may have asked for, before sending them to us; and

• we have all the documents and information we need to carry out your instructions. This includes any evidence we need to confirm a change to your name or address.

4.3 The rights to your shares pass to your legal representatives on your death. They must provide us with an original or certified copy (certified by a solicitor, Commissioner for Oaths or Justice of the Peace) of Grant of Probate or Letters of Administration, before we can carry out their instructions. If the relevant shares are held on behalf of more than one person, and after the event the shares are held on behalf of the other person/s then the nominee service will continue to apply.

4.4 You can only give instructions to sell shares that you have the right to sell. By instructing us to sell shares for you, you warrant that you have the right to sell them and that no other person has any rights or interests in those shares that prevents you from selling them in accordance with these conditions.

4.5 Where shares are registered in joint names, we will accept instructions from the first named person only. If you are the first named person, then, on each occasion that you give us instructions, you warrant that you have the necessary authority to give us those instructions on behalf of yourself and any other joint holders.

4.6 The Lloyds Banking Group Shareholder Account Dealing Service is provided separately from any other share dealing and investment services that members of the Lloyds Banking Group may offer. The facility to combine or offset payments relating to different services is therefore not available to you.

What information will I receive?

4.7 You will have access to the same or equivalent information to that sent or made available to registered shareholders.

For example, every year we will make available to you:

• the Summary Financial Statement for Lloyds Banking Group plc; and

• the Annual Report and Accounts for Lloyds Banking Group plc.

If you ask we will arrange for you to receive this information in hard copy (paper) format.

4.8 We will also send you a statement at least annually, showing the number and type of shares we hold for you in your Lloyds Banking Group Shareholder Account and any changes in your holdings during the relevant period.

Shareholder meetings and voting

4.9 If your shareholding entitles you to attend a shareholder meeting:

• we will send you information about that meeting, together with a form you can use either to give us your voting instructions or to ask us to arrange for you to cast your votes in person. We will vote in line with your voting instructions. If you do not give us your instructions, we will not vote for you; and

• you can always attend and speak at that meeting, but you cannot cast your votes in person unless you ask us to arrange it for you. Holders of preference shares have more limited rights to attend shareholder meetings than holders of ordinary shares.

5. How can I sell shares?

5.1 You can use the Lloyds Banking Group Shareholder Account Dealing Service to sell your shares.

5.2 When you want to sell your shares but you are not going to use the Lloyds Banking Group Shareholder Account Dealing Service, you must ask us to take your shares out of our name before you enter into the deal. We will arrange for you to be sent a certificate in your name for those shares. We will do this as soon as reasonably practicable. You should not enter into the deal until you have received the certificate.

On what basis will you carry out deals for me?

5.3 We will carry out each deal under the rules of the FSA and any market on which we carry out that deal.

5.4 We will carry out each deal on the basis that you are an execution-only retail client.

5.5 Neither we nor any other member of the Lloyds Banking Group can give you any investment, taxation or legal advice in connection with deals carried out for you under the Lloyds Banking Group Shareholder Account Dealing Service.
5.14 The date and time of a deal that we carry out for you will appear on the contract note.

5.15 We will carry out each instruction to deal in more than one type of share or each instruction to deal at different times in the same type of share as separate instructions. Charges will apply separately to each deal.

5.16 We may apply limits to the value of deals that we are willing to carry out for you.

5.17 We may refuse to accept any instructions. In particular, we will not accept instructions from any person resident outside the UK, Jersey, Guernsey or the Isle of Man. We will only accept instructions from a corporate body if they are instructions to sell preference shares. Any instructions that we do accept in good faith will form a legally binding contract between you and us. In particular, you authorise us as your agent for the express purposes of following your instructions in accordance with these conditions.

5.18 When a dividend, rights issue or other capital event is imminent or in progress at the time we receive your instructions, we may refuse to accept those instructions. If possible, we may tell you about other arrangements (if any) that are available to you.

6. What information will I receive about the deal?

6.1 By close of business on the working day following your deal, we will send you a contract note. If you do not receive a contract note within three days, you should not repeat your instruction. Instead, you should contact us for more information.

7. What charges apply?

7.1 We make dealing and other charges for the Lloyds Banking Group Shareholder Account. We may also charge fees for transferring your shares to and from the Lloyds Banking Group Shareholder Account, and some other services provided under this agreement. You can obtain details of all our current charges for the Lloyds Banking Group Shareholder Account and Dealing Service by ringing 08457 22 55 25 or visiting www.lloydsbankinggroup.com/investors/shareholder_information.asp

7.2 You will pay any other taxes or levies for which you are liable in connection with a deal. We may collect them by taking them from the sale proceeds.

8. Settlement

8.1 We will send you the net sale proceeds on the settlement date stated on the contract note as long as any documents that we ask you to sign and any relevant documents and information have been received from you or from the registrar of the relevant company and are acceptable to us. We will round down the net sale proceeds to the nearest penny. We may keep any fractions arising out of this rounding process, or that described in condition 5.13, for our own account.

8.2 Settlement will be as we tell you at the time we accept your instructions or as stated in the contract note or otherwise in line with the timetable specified by the market.
8.3 If at any time we reasonably believe that the necessary documents or information will not be provided, and if such documents or information have not been provided within three working days of you entering into the deal, we may:

- buy shares to replace those you failed to provide, allowing us to settle the deal;
- apply a charge to cover our extra administration costs; and
- claim from you any amount that you owe us together with interest at a rate of 2% above the Halifax variable mortgage base rate from time to time in force (calculated on a daily basis) from the date due until payment in full has been made.

8.4 We will normally send you the proceeds from the sale of your shares by electronic credit to your nominated bank account. If we are not able to complete the transfer of funds into your nominated bank account we reserve the right to make payments by cheque. Interest will not accrue on such payments.

8.5 We cannot hold details of more than one nominated bank account for you at the same time.

Which conditions apply to me?

8.6 Each deal is a separate contract between us. We may introduce new conditions to replace these conditions. When you deal with us, our latest published conditions at that time will apply to that deal. Because of this, you should make sure when you deal that you have a copy of the latest published conditions and details of all our current charges for the Lloyds Banking Group Shareholder Account Dealing Service. You can obtain these by ringing 08457 22 55 25.

8.7 If we do not enforce a condition, this will not affect our right to enforce the rest of the conditions or to enforce that condition at another time.

8.8 If we cannot enforce a condition, this will not affect our right to enforce the rest of the conditions.

8.9 We can withdraw all or part of the Lloyds Banking Group Shareholder Account Dealing Service at any time without notice. If we have already accepted your instructions to carry out a deal, we will carry out that deal in accordance with the conditions.

9. What general rules apply to deals?

9.1 We will hold the proceeds from the sale of your shares so that we comply with the FSA rules. We will not pay interest on money that we hold for you in connection with the Lloyds Banking Group Shareholder Account Dealing Service. We will deposit such money with approved banks in the UK including the Halifax, an approved bank that is a member of the Lloyds Banking Group.

9.2 Provided that we have complied with the rules of the FSA, you agree that we can cease to treat as client money any unclaimed cash balance that we hold for you where there has been no movement in the balance for a period of at least 6 years and we can demonstrate that we have taken reasonable steps to trace you and to return the balance.

9.3 We may record telephone conversations to fulfil regulatory record keeping requirements, offer you additional security, resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.

9.4 Under the rules of any market, if you are selling shares through us and you receive a related benefit (for example, a dividend payment) to which you are not entitled, you must give up this benefit to us and we will collect it and pass it on to the person entitled to it. Entitlement is established by reference to the market’s “ex-date” (that is, the date on which a security is traded without that entitlement) and not the “record date”.
How do we contact each other?
9.5 We will send all written notices and other communications to the address that we held for you when you started using your Lloyds Banking Group Shareholder Account or the latest address that you have given us. For the avoidance of doubt, ‘address’ includes, where appropriate, an email address provided by you for the purposes of receiving relevant communications by electronic medium. With the exception of electronic communications, written notices will be treated as arriving 48 hours after posting (if sent to an address in the UK) or 10 days after posting (if sent abroad). If more than one person appears on the nominee register as the holder of shares in a Lloyds Banking Group Shareholder Account, we will send all written notices and other communications to the person first named on the nominee register and those notices and communications will be treated as given to all holders.
9.6 If you change your name or address, or if you wish to nominate an account to receive cash dividends or other types of payment, you should contact the Registrar, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA straight away. You should make sure that the arrangements for receiving mail at your address are safe.
9.7 Unless these conditions say otherwise, any instructions, notices or other communications that you or we send under them will only be valid if they are in writing and are signed.
9.8 We may ask any other member of the Lloyds Banking Group to give us information about you which will help us to identify you.
9.9 We may change our address or telephone number.
9.10 If we have sent documents to your address on two separate occasions and they have been returned; or dividend warrants have been returned to Lloyds Banking Group plc or have not been encashed on two occasions in a row; and, after making reasonable enquiries, we cannot find out your current address, we will not send any more documentation to you until we receive confirmation from you or your duly authorised representative confirming your new address.
9.11 We do not accept any responsibility for documents before we receive them or after they have been sent to you. You are responsible for any charges relating to the recovery or replacement of lost documents. You should keep a note of the date on which you post documents to us and of any cheque or certificate numbers to help with any enquiries that may arise. We do not accept responsibility for postal delays.

10. What other conditions apply to my Lloyds Banking Group Shareholder Account?
10.1 If we no longer wish to hold shares for you, we will tell you and give you time to withdraw your shares from your Lloyds Banking Group Shareholder Account. If you have not done this within the time given, we will arrange for your shares to be registered in your name and for a certificate to be sent to you. We will not hold certificates for you and your Lloyds Banking Group Shareholder Account will not apply to shares held in this form.
10.2 If you want to transfer shares to another nominee, you must tell us and we will arrange for you to be sent a certificate in your name for those shares. We will not transfer shares direct to another nominee. We will not accept a transfer of shares direct from another nominee unless those shares are certificated. If you want to transfer uncertificated shares from another nominee to us, you will need to obtain a certificate from that nominee.
10.3 If you hold shares in the form of a certificate, you can apply to put them into a Lloyds Banking Group Shareholder Account.
10.4 We have an absolute discretion to refuse to accept any application to transfer shares into a Lloyds Banking Group Shareholder Account.
10.5 If any preference shares have been allocated to you (on the conversion of Halifax Building Society to a public limited company, on the acquisition of Birmingham Midshires Building Society or on any other relevant corporate restructuring) and you are not legally entitled to them, you appoint us as your agent with authority to transfer all of your interests in them to us or to our order. We will not pay you any money in relation to this transfer.
10.6 We will not offer the services described in these conditions to any corporate body (other than in relation to sales of preference shares) or to any person resident outside the UK, Jersey, Guernsey or the Isle of Man.
10.7 Members of the Lloyds Banking Group and the Registrar cannot give you any investment, taxation or legal advice in connection with your Lloyds Banking Group Shareholder Account. If you need advice, you should consult an appropriate professional financial adviser.
10.8 We can employ agents on such terms as we think fit and we can delegate any discretion that we may have under these conditions. We will satisfy ourselves that any person to whom we delegate any functions under these conditions is competent to carry out those functions.
10.9 We will not be liable to you for any loss or liability and you will keep us indemnified against any loss or liability suffered or incurred:
  • as a result of acting on your instructions; or
  • otherwise following these conditions unless due to our or our agents’ negligence.
10.10 Halifax Share Dealing Limited has accepted responsibility under the FSA rules for any custodian function that we carry out.
10.11 Your attention is drawn to the fact that there may be limited circumstances in which a conflict exists between your and our interests. To mitigate and control these conflicts we have drawn up a Conflicts of Interest Policy. A summary of this document is provided separately, although you may request a copy of the full policy at any time by contacting us.
10.12 Where permitted by the rules of the FSA and if you have not registered a solicitation objection with us, we may contact you by telephone or other interactive dialogue about products and services which may be of interest to you. You agree that we have your permission to contact you on any telephone number that you provide.
10.13 It is agreed that these conditions are governed by English law and that any dispute will be dealt with by the English courts.

**What is the extent of your and our liability?**

10.14 Neither we nor Lloyds Banking Group plc accept any liability either for any consequential loss arising from error or omission, or in the event that the details of the nominated bank account we hold are incorrect, but this will not exclude or restrict any obligation owed to you under the FSA rules and the Financial Services and Markets Act 2000 as amended or replaced or any regulations issued under that Act.

10.15 If we cannot perform any of our services under these conditions due to circumstances beyond our reasonable control, then we will take all reasonable steps to bring those circumstances to an end, but we will not be liable for our non-performance except to the extent required by the FSA rules and the Financial Services and Markets Act 2000 as amended or replaced or any regulations issued under that Act.

10.16 Investment in shares can involve risk. The price of shares can go down as well as up and you may not get back the full amount of your investment.

10.17 We are a participant in the Financial Services Compensation Scheme. As you have been categorised as a retail client, you may be able to make a claim on this Scheme if we default in our obligations to you. Compensation of up to 100% of the first £50,000 of assets held is available to eligible claimants. If you ask, we will send you a summary of your rights under the Financial Services Compensation Scheme. Further information can also be obtained from the Financial Services Compensation Scheme.

**How can these conditions change?**

10.18 If we give you at least 20 working days' notice, we may change these conditions for any valid reason and if it is reasonable to make the change.

10.19 If we do not enforce a condition, this will not affect our right to enforce the rest of the conditions or to enforce that condition at another time.

10.20 If we cannot enforce a condition, this will not affect our right to enforce the rest of the conditions.

**How do I complain?**

10.21 We have a procedure to help us resolve all complaints from our customers effectively. If you have a complaint relating to your Lloyds Banking Group Shareholder Account, the Dealing Service or you would like details of our complaints procedures, please write to the General Manager, the Registrar, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. If we cannot resolve your complaint to your satisfaction, you also have a right to complain direct to the Financial Ombudsman Service whose address is South Quay Plaza, 183 Marsh Wall, London E14 9SR.

**What conditions apply to prevent money laundering?**

10.22 In order to comply with UK money laundering regulations, we may need to confirm your identity. To help us do this, we may

- make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses, and/or
- ask you to supply us with proof of identity

This could lead to a delay in carrying out an instruction you’ve given us or not being able to carry out an instruction at all. In any of these circumstances, we will not be responsible for any resulting loss.

**How we safeguard your personal data**

10.23 Under the Data Protection Act 1998 you are entitled to a copy of the information we hold about you on request, on payment of a fee. If you think any information we hold about you is inaccurate, don’t hesitate to let us know so that we can correct it.

10.24 The information we hold about you is confidential. We will only ever disclose it

- at your request or with your consent
- in line with paragraph 10.23 above
- if the law requires or permits disclosure, or there is a duty to the public to reveal it
- if we are asked to do so by the FSA, the London Stock Exchange or any other relevant regulatory authority or exchange in the UK or overseas
- to investigate or prevent fraud or other crimes
- to the Company so that they can update their own records about you
- to our agents and others in connection with running accounts and other services for you

10.25 We may administer your account and provide you with some services via agencies in countries outside the European Economic Area (‘EEA’), such as India or the USA, where data protection laws and standards differ from those in the UK. But, even if we are processing your personal details outside the EEA:

- there will always be a contract in place to ensure that such information is appropriately protected, and
- we will continue to be strictly bound by the UK’s Data Protection Act 1998
**Special requirements**

We are committed to meeting the needs of all our clients. If you have a hearing or speech impairment, you can use Typetalk whenever you contact us. For the visually impaired, we can provide documents in large print, Braille or on audio cassette. Please contact 0845 22 55 25 or call our textphone on 0845 604 2543.

**Here to help**

Our aim is to please – but we know that sometimes things go wrong. If you have a problem, we want to know. A member of staff will be happy to help either over the phone or at a branch. A copy of our complaints procedure is available on request. If you need further help, call us on 0845 22 55 25. Complaints we cannot settle may be referred to the Financial Ombudsman Service.

**Free booklets and information**

We hope this brochure has been helpful. Our staff can give you more detailed information on our products and services. If you’d like more general information, the Financial Services Authority provides a range of free consumer booklets and factsheets, as well as a Consumer Helpline. To find out more, visit their website at [www.moneymadeclear.fsa.gov.uk](http://www.moneymadeclear.fsa.gov.uk) or call 0300 500 5000.

The Financial Services Authority can only provide general information and cannot give specific advice or recommend any company’s products, investigate individual complaints or contact firms on behalf of individuals.