

Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

These are the terms of an agreement between

**Us**, Lloyds Bank plc trading as MBNA of Personal Loans Service Centre, Mercury House, 2 Silverlink North, Cobalt Business Park, Newcastle upon Tyne NE27 0BY.

and

<b>You</b> , Juan Michel Falarga
----------------------------------

If you were introduced to us by a Credit Intermediary, please see clause 16 for details.

**1) What are the financial terms of the loan?**

How much you are borrowing (this is the amount of credit)	£ 10,000
The fixed amount you must pay back every month. Your last repayment may be different and we will write to you to let you know what this will be	£301.52
How many monthly repayments you will make	36
How much you are borrowing plus the interest you will pay (this is called the total amount payable)	£10,855
The length of the loan in months	36
Annual Interest Rate - The fixed interest rate you agree to pay	7.4%
Annual Percentage Rate - The rate you can use to compare the cost of this loan with the cost of other loans or forms of credit	7.7%

To work this out, including the Annual Percentage Rate we assume that:

- the amount of credit is provided to you in full on the date that the agreement is made;
- the first repayment is to be paid 1 month from the day we provide you with the loan;
- all other repayments are to be paid on the same date every month; and
- all repayments are paid on time every month.

If your repayments are not paid at the times we have assumed, then the following details of your loan will be different:

- the length of your loan may increase;
- the number of repayments may increase;
- the amount of interest you have to pay may increase; and
- the amount of your final repayment will be different.

Examples of when this is likely are:

- you don't make a repayment on time;
- the dates when your repayments are made change;
- your repayment date is not a working day and so we take it on the next working day; or
- you have a repayment holiday.

## **2) How and when will we give you the loan?**

We'll pay the loan to your chosen United Kingdom (UK) bank account by the end of the next working day from the time we receive the signed agreement from you and we're satisfied with your proof of identity and that you live in the UK, if we've asked you for it. If you're not able to provide us with what we need as proof of identity and that you live in the UK then we may withdraw from the agreement. We will tell you if we do this.

The terms of this agreement will apply identically to all of your borrowing, but when the loan is given to you, if you have asked us to and this option is available on the product you have selected, we will use some or all of your borrowing to repay other unsecured loans or debts you have with us or other third parties. We will pay any

remaining borrowing into your chosen UK bank account. If we are unable to make any payments to repay your other unsecured loans or debts, we will pay these into your chosen UK bank account.

### **3) How do we work out the interest?**

When you borrow money from us, you have to pay back what you borrowed plus interest. We charge daily interest on the amount you owe at the fixed Annual Interest Rate and you agree to pay this interest, until you repay the loan in full. This is added to your loan balance on your monthly repayment date. Each monthly repayment will pay off this interest and some of the loan.

### **4) What if you change your mind about your loan?**

You have the right to withdraw from this agreement up to 14 days after we give you the money. You don't have to give us a reason for withdrawing from the loan.

To withdraw from your loan, you must call us or write to us. Our telephone number and address are in the contact details box below. After telling us that you want to withdraw, you must pay back what you have borrowed plus interest, as soon as you can but no later than 30 days after you tell us that you want to withdraw from the loan. Daily interest of £XX is charged from the date we give you the money until the date you repay it. Payments can be made by calling us on the telephone number in the contact details box below. If you don't do this then we may take legal action against you. You will be expected to pay our reasonable costs for doing this.

If you use this loan to pay off your other debts, you must still pay back the full loan amount as the repayments to your other debts will not be cancelled. Once you have given us notice that you want to withdraw, you can't change your mind. If you still need to borrow money, you will need to apply for a new loan which may affect your credit rating.

## 5) **How do you repay your loan?**

- Your first loan repayment must reach us one month from the day we provide the loan, and all other repayments are to be paid monthly on the same date every month.
- If the repayment date is not a working day, the repayment must be made on the next working day. As we charge daily interest on your outstanding loan balance this will mean the amount of interest you have to pay will increase.
- You will need to set up a direct debit to pay your monthly repayments. While your direct debit is being set up you may need to make the payment another way. You can pay by debit card if you call the number in the contact details box below.
- While you wait for your direct debit to be set up, you have an option at the start of this agreement to wait until your first chosen direct debit due date in the next month to make your first repayment. To exercise this option simply make no payment another way in the first month. If you decide to wait to make your first payment in this way, this will mean you will make the first repayment the next month by direct debit. This means that the length of your loan will be longer and you will have to pay more interest.
- When you make a repayment, we will use it to pay off the amount you borrowed and any interest that has been added to your loan for that month.
- After you've made your first repayment, you can ask us at any time to change your monthly repayment date. You must give us 7 days' notice of this change, and you can only change the repayment date twice in any 12 month period.
- Your last repayment may be different. It will be worked out based on the daily interest applied to the outstanding loan balance up to the date of your final repayment.
- A feature of your loan is the possibility to have a repayment holiday. You must ask us if you can have a repayment holiday and we will tell you if you can take one. During a repayment holiday you do not need to make a repayment for that month but you will still be charged interest. This means the length of your loan and the amount of interest you have to pay will increase. If you want to take a break from your monthly repayments please contact us at least 5 working days before your payment is due, using the details in the contact details box below.

## **6) How can you keep track of what you owe?**

You have the right to ask us for a free repayment table at any time. To do this, you can call us or write to us. Our telephone number and address are in the contact details box below. This will show you:

- how many repayments you have left to make;
- when the repayments are due;
- the amounts of the repayments; and
- a breakdown of each repayment showing how much you will pay in fees, charges and interest and the balance left on your loan.

## **7) What will happen if you miss a repayment?**

If you have set up a direct debit to pay your monthly repayments and you miss a repayment we will try once more to take it by direct debit within 7 days. If we are unable to take your repayment, we will pass your loan to our Collections team. They will try to help you by reviewing your finances with you.

- You will be charged a £25 fee each time your account is transferred to our Collections team.
- We will first try to take the fee from your current account. If we are unable to take the fee from your current account then we will add the fee to your loan. We won't charge you interest on any fees added to your loan.

We charge interest daily at the fixed Annual Interest Rate, on the amount outstanding on your loan. This means we will charge interest at the fixed Annual Interest Rate on the amount you haven't paid and on any interest that has already been added to that amount.

If you don't pay us any amounts you owe us when you should, we may use funds in the bank or savings accounts you have with us to repay these. We will only do this in line with any regulation we are governed by.

There may also be other impacts of missing your repayments, these include:

- a lower credit rating which means you may find it difficult or costs you more to borrow money in the future
- legal action may be taken against you and you will be expected to pay our reasonable costs of doing this. For example, we may seek a charging order

against you which means that if you sell your home, we will be paid out of the proceeds; or

- you may have to repay your loan early in full.

### **8) Can you make extra loan payments?**

You can make extra payments to your loan at any time. Any extra payments made on a non-working day, will be used to pay off what you owe us on the next working day. Extra payments:

- will not change or replace your fixed monthly repayments and you will still need to pay these on time every month;
- may change the number of repayments you have left and the amount of your final repayment;
- will be used to pay off any fees or charges that we have charged you before reducing the other amounts you owe us; and
- can be made by debit card if you call the number in the contact details box below.

### **9) Can you repay your loan early?**

You can pay off your loan in full at any time by giving us notice. You can do this by calling us or writing to us. Our telephone number and address are in the contact details box below.

- You must pay the full amount you owe us, plus the interest you agreed to pay us for the remaining term of the loan. This means you must pay us the total amount of your remaining repayments under the agreement, less a rebate that we will apply.
- This rebate is calculated in accordance with the Consumer Credit (Early Settlement) Regulations 2004.
- Because of the rebate we will only charge you up to 58 days' worth of interest on the outstanding balance because we will calculate the settlement amount using a settlement date that is 58 days after the date of the settlement notice.
- We will tell you how much you will need to pay to settle your loan early. We will provide you with an early settlement quote that will be valid for 30 days.

### **10) When can we end this agreement?**

We may end this agreement and demand full repayment of the loan if you:

- do not pay us or don't pay your monthly loan repayments on time;
- have given false information, or cannot prove what you have told us, in a way which affects our decision to lend to you. For example you cannot show that you live in the UK;
- become insolvent, bankrupt or make an Individual Voluntary Arrangement with or agree a Trust Deed for people you owe money to. This means you're not able to pay off your debts and may have a repayment plan set up with your creditors; or
- if by continuing with the agreement we may be exposed to action from any government, regulator or other authority, or may break a regulatory requirement whether in the UK or elsewhere.

### **11) What may happen if you stop living in the UK?**

We only intend to provide you with your loan if you live in the UK. If at any time you start to live outside of the UK and there is a risk that we will be in breach of a regulatory requirement outside of the UK or of action from a non-UK regulator we may ask you to repay your loan in full at any time. If we ask you to repay your loan early we will follow UK laws made for your protection.

### **12) How can you make a complaint?**

If you're not satisfied with how we manage your loan account, you can call us on 0330 678 1430 or write to us at: Lloyds Banking Group, Customer Services Department, BX1 1LT where we will log a complaint on your behalf.

If you feel that your complaint is still not resolved after contacting us, you have the right to complain to the Financial Ombudsman Service. Details can be found at:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### **13) What if we want to make changes to your agreement?**

We may change the terms of this agreement if one of the following reasons apply:

- we believe it is in your best interests;
- there are changes to the law or regulations we are governed by;
- we change the way we look after your loan account or the technology we use.

If we decide to change a term of your loan we will tell you in writing at least 7 days before the change. We will never change how much you borrowed or increase the interest rate you agreed to pay.

We may change the amounts of our fees and charges. If we do this we will give you 30 days' notice unless the change is going to benefit you.

#### **14) What else do you need to know?**

- If we owe you or agree to refund you any money in relation to this loan, we may use that money to reduce any arrears you owe us. We will tell you if we intend to do this.
- You agree that this loan is not to be used to buy or keep rights in property or land. It is also not to be used to repay debt secured on any property or land. This loan is not secured by a mortgage or any other form of security.
- You can't transfer any of your rights and duties under this agreement.
- We may transfer our rights and duties under this agreement to any person or business without asking you. They may use your personal information in the same way we do.
- If we don't exercise our rights under this agreement we can still do so at a later date. However, we can't do this if we tell you that we have chosen to give up those rights.
- You must be living in the UK when we provide the loan to you. If you live in England, your dealings with us before and after this agreement will be governed by English Law. If you live in another part of the UK, the law in that part of the UK will apply.
- We will always communicate with you in English.
- If this is a joint loan, each of you is responsible for repaying the loan (this is called joint and several liability). Each of you may give us instructions under this agreement.



- You must tell us when there is any change to your name, contact details or the address where you live, for example you move to live outside the UK. To do this call or write to us. Our telephone number and address are in the contact details box below. If you don't, we will continue using the details you last gave us. We will not be responsible if we can't contact you, or if we send confidential information to the wrong address using those details. If we ask for it you must provide proof of any change to any of the following: your name, contact details or the address where you live.
- The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN is the supervisory authority under the Consumer Credit Act 1974.

#### **15) How will we use the personal information you give us?**

We strongly advise you to read our Privacy Statement which you can find at: [www.lloydsbank.com/privacy2.asp](http://www.lloydsbank.com/privacy2.asp) or you can ask us for a copy.

#### **16) Credit Intermediary information**

We typically pay commission to the intermediary for introducing you to us. This will be a flat fee amount, meaning the commission will be the same no matter how much you borrow or the interest rate you pay. If you would like further details you can call us on 0345 601 8165.

You have been introduced to us by MBNA Ltd.

	<b>Your Credit Intermediary is:</b>	<b>Address:</b>
MBNA.co.uk	MBNA Ltd	Cawley House, Chester Business Park, Chester CH4 9FB

You may also have been introduced to us by another Credit Intermediary. The following table shows the details of the other Credit Intermediaries we use.

<b>If you were introduced to us by:</b>	<b>Your Credit Intermediary is:</b>	<b>Address:</b>
Moneysupermarket.com or MoneySavingExpert.com, both appointed representatives of MONY Group Financial Limited	MONY Group Financial Limited	MONY Group House, St. David's Park, Ewloe, Chester, CH5 3UZ
Comparethemarket	Compare The Market Limited	Pegasus House, Bakewell Road, Orton Southgate, Peterborough, Cambridgeshire, PE2 6YS
Experian	Experian Limited	The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ
ClearScore	ClearScore Technology Limited	Vox Studios, VG 203 1-45 Durham Street, Vauxhall, SE11 5JH

<b>Contact details for Lloyds Banking Group</b>
Telephone: 0330 678 1430
Address: Personal Loans Service Centre, Mercury House, 2 Silverlink North, Cobalt Business Park, Newcastle upon Tyne NE27 0BY

### **Information about us**

The creditor is Lloyds Bank plc which is a company registered in England and Wales No.2065 and is part of Lloyds Banking Group plc; [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com).

Lloyds Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 119278.

SAMPLE