



Bank of Cyprus UK Junior Cash ISA Conditions (30 November 2011 version)

Definitions

'Child' means an individual under the age of 18 who holds the beneficial interest of the Junior Cash ISA and is not the Registered Contact or an individual aged 16 or 17 who holds the beneficial interest and is also the Registered Contact.

'Registered Contact', means an individual who may give instructions in respect of the management of the Junior Cash ISA. There can only be one Registered Contact for each Junior Cash ISA.

'we/our/us' means Bank of Cyprus UK, a division of Bank of Cyprus Public Company Limited, incorporated in Cyprus, or any company which succeeds to its business.

'Working Day' means any day of the week except Saturday, Sunday or any English public holiday.

'you/your' means the Registered Contact.

General

These Conditions will be governed by the laws of England and Wales. You and we agree to submit to the non exclusive jurisdiction of the courts of England.

The Individual Savings Account Regulations 1998 (the 'Regulations') as amended from time to time or as replaced by subsequent legislation apply to the Junior Cash ISA.

About Us

The main business of Bank of Cyprus UK is the provision of financial services. It is registered in England and Wales as establishment number BR004334. Its address for the purposes of this agreement is at PO Box 17484, 87 Chase Side, Southgate, London N14 5WH.

Bank of Cyprus Public Company Limited is registered in Cyprus as company number C 165. Bank of Cyprus Public Company Limited (including its UK division) is authorised and regulated by the Central Bank of Cyprus under registration number H.E. 165. In addition, for certain activities in the UK we are regulated by the Financial Services Authority, which is based in London. Our FSA registration number is 204627.

Requirements for Junior ISA status

A Junior Cash ISA is an individual savings account for a Child. For subscriptions made in accordance with the Regulations, interest earned on a Junior Cash ISA is not subject to UK income tax. The tax treatment depends on the Child's individual circumstances and may be subject to change in the future, for example if the Government removes the tax free status of ISAs.

You have appointed us as the Child's Junior Cash ISA Account Manager and we will manage it in accordance with these Conditions and the Regulations. You authorise us to provide HM Revenue & Customs (HMRC) with all relevant information about the Junior Cash ISA. You authorise us to apply, on your behalf, to HMRC to claim any tax credits in respect of the Junior Cash ISA and to make any other claims for the repayment of, or credit against, tax in respect of the Junior Cash ISA. Such claims will be made in accordance with the Regulations.

To open a Junior Cash ISA you must be either 16 or 17 years old, or have parental responsibility for the Child and the Child must meet the Regulations' qualification criteria. The Child must also be ordinarily resident in the United Kingdom or, if not so resident, be performing duties as a Crown employee serving overseas or married to, or in a civil partnership with, a person who performs such duties and is paid out of the public revenue of the United Kingdom. The Child must not have any other junior cash ISAs or have a Child Trust Fund.

At ages 16 and 17, the Child can subscribe to both an adult ISA and a Junior ISA.

The Child remains the beneficial owner of the Junior Cash ISA. You cannot use the Junior Cash ISA as security for any loans nor can it be assigned to anyone else. A deposit by a Registered Contact (other than by the Child itself) or by any third party, into the Junior Cash ISA, is a gift to the Child.

You can only subscribe to one Junior Cash ISA per Child with one Junior ISA provider, even if that Child is you. You will not be allowed to open another Junior Cash ISA for the same Child unless you cancelled your subscription within 14 days of opening your Junior Cash ISA (see below under "Cancellation"). The maximum amount that you can save in a Junior Cash ISA in any tax year is prescribed in the Regulations. For the tax year 2011/2012 the maximum subscription limit is £3,600.

Additional deposits into your Junior Cash ISA can be made at any time as long as the deposit is within the maximum Junior Cash ISA subscription limit for the tax year.

Account opening

The minimum amount required to open a Junior Cash ISA is £25.

No Child can have more than one Junior Cash ISA at any one time. You can, however, transfer to us, the Child's Junior Cash ISA balance held with another Junior ISA provider. Transfers from previous tax years do not count towards the maximum amount that can be deposited in a Junior Cash ISA in the current tax year.

For tax purposes the date you are deemed to have subscribed to the Junior Cash ISA is determined by how you paid your subscription:

- By debit card – the date on which you give us authorisation to debit the card
- By direct debit - the date we are authorised to draw on the direct debit
- By telegraphic transfer (CHAPS) - the date on which we receive and accept the transfer
- By Faster Payment and any other electronic method of payment – the date on which we receive and accept the transfer
- By cheque - the date on which we receive and accept the cheque

Please note that the date of subscription may not be the date we open your Junior Cash ISA and it starts to earn interest.

The Junior Cash ISA will start to earn interest from the date we receive your application and cleared funds. Please note that debit card payments can take up to 5 Working Days to reach us. Direct debit payments take up to 8 Working Days to reach us, as we need to set up the direct debit facility. A Faster Payment can be received on the same day it is made. Where the deposit is made by cheque, interest will start to be earned on the second Working Day after the day we receive your cheque, however, the account will be cancelled if the cheque subsequently does not clear.

We will send you confirmation within 7 Working Days of the Junior Cash ISA being opened. We will also send you an annual Junior Cash ISA statement.

Deposits

There is no minimum amount for deposits made after the account is opened. Deposits must not take subscriptions over the annual limit.

We will not record who has made deposits to the Junior Cash ISA; the value of deposits will appear on the annual statement. It is your responsibility to check the annual statement and you must inform us immediately if you think the statement contains any errors.

We will not provide or confirm account details to any third parties who may wish to make a deposit into the Junior Cash ISA. It is your responsibility to provide correct account details to any third parties and we will not be responsible for any inaccurate instructions.

Deposits made in excess of the annual allowance will be returned where possible to the person who has made the deposit, or to the depositor's bank.

Types of interest rates

The Junior Cash ISA can be held on a variable rate of interest, a fixed rate of interest, or a combination of both.

Where you have a variable rate of interest, you agree that we may change our interest rate immediately and without notice if such changes are to your advantage. Where we make such a change without notice we will tell you about it within 1 month of it taking effect. For material interest rate changes that are not to your advantage, we will notify you 2 months before the change takes effect.

When and if you decide to opt to fix the interest on all or part of your Junior Cash ISA, the interest rate for that part of your Junior Cash ISA will be fixed for one year, ("the Term"). The minimum amount of money that can have a fixed rate of interest applied is £25.

You can instruct us to put all or part of your Junior Cash ISA balance on a fixed rate of interest at any time but you will not be able to instruct us to fix any part of the Junior Cash ISA again until the Term has come to an end. Any further deposits made during the Term will receive a variable rate of interest.

How interest is applied

Interest is calculated on the cleared daily balance of your account. Variable rate interest is paid annually on the last Working Day of March. Fixed rate interest is paid at the end of the Term.

You may want to apply for a new Junior Cash ISA and at the same time transfer funds to us from another Junior Cash ISA provider. In such circumstances you can fix the interest rate on all or part of the new subscription and on all or part of the amount to be transferred in. However, if you wish to fix the interest rate on the new subscription and the transferred funds, while we await any transferred funds, the new subscription will temporarily receive a variable rate of interest until we can fix the entire amount that you require.

If we receive the funds being transferred in within 4 weeks from the date you opened the Junior Cash ISA with us, we will pay either the same fixed interest rate on transferred funds that we agreed to pay on your new subscription amount, or we will pay a higher rate on the transferred funds if by the time we receive the funds, our fixed rate has gone up.

If we receive the transferred funds more than 4 weeks after the date you opened the new Junior Cash ISA with us, we will pay the fixed interest rate that applies on the date we receive those funds.

Our current rates of interest are displayed on our website www.bankofcyprus.co.uk

Term

Shortly before the end of the Term, we will write and tell you the options available to you. Unless you instruct us otherwise, the funds that were on a fixed rate of interest will be automatically renewed for a further Term at the fixed rate applicable at the time.

We reserve the right not to renew the fixed rate part of your Junior Cash ISA at the end of the Term.

Closure, Transfers, Withdrawals and Fees

Please also see "ceasing to qualify for a Junior Cash ISA".

Closure

Except where you cancel a Junior Cash ISA within 14 days of entering into the agreement (see "Cancellation" below), you cannot close the Junior Cash ISA until the Child is 18 years old. Before this, the Junior Cash ISA can only be transferred in its entirety to another Junior ISA provider.

After the Child has turned 18, closure is subject to 95 days' prior written notice for the balance in the variable rate; and any fixed rate Term should have expired. If we are not given 95 days' notice for the balance in the variable rate; or the fixed rate Term has not expired, a fee will be deducted from the balance. Please see 'fees' below.

Transfer

You cannot transfer only part of the Junior Cash ISA; you must transfer the whole amount.

You should give us 95 days' prior written notice for any balance on the variable rate, to transfer your Junior Cash ISA to another Junior ISA manager and any fixed rate Term should have expired. Providing you have given us 95 days' notice and any fixed rate Term has expired, we will then transfer the Junior Cash ISA without making any fee or deduction. Please see 'fees' below.

Subject to any interest deductions for early withdrawal that we are entitled to apply, if you instruct us to transfer the Junior Cash ISA to another Junior ISA provider, you must allow 15 Working Days' from giving notice. Usually the Child's new Junior Cash ISA provider will write to us on your behalf. Alternatively, if you wish you can write to us yourself. The address for written notification is: Customer Service Centre, Bank of Cyprus UK, PO Box 17484, 87 Chase Side, Southgate, London N14 5WH.

If you want the transfer to be carried out on a specific day which is more than 15 Working Days after your request, you can inform us and we will comply with your request. For example, you may want us to make the transfer when any Term has matured.

Withdrawals

Withdrawals from the Junior Cash ISA cannot be made until the Child is 18 years old. When the Child is 18, withdrawals can be made from any balance held on a variable rate subject to 95 days written notice. If we do not receive the required notice, a fee will be deducted from the balance. Please see 'fees' below.

Payments will be made by electronic transfer to an account nominated by the Child. We will not make payments to the Child by other methods.

Fees

The following fees will apply in the following circumstances:

- If 95 days' prior written notice is not provided for any balance on the variable rate of interest, a fee equivalent to 95 days' variable interest will be deducted from the variable rate balance held in the Junior Cash ISA before the balance is withdrawn (if the Child is over 18), transferred or the Junior Cash ISA is closed.
- If any balance held on a fixed rate Term is withdrawn, transferred or the Junior Cash ISA is closed, before maturity of the Term, a fee equivalent to 95 days' fixed interest will be deducted from the balance before withdrawal, transfer or closure of the Junior Cash ISA takes place.

The fees will be at the variable interest rate or fixed interest rate, respectively, that are applicable on the day the, transfer, withdrawal or closure is carried out, and will be based on the balance held in the Junior Cash ISA.

If the Junior Cash ISA has not accumulated sufficient interest to cover that fee, we will deduct the fee from the balance of the Junior Cash ISA before paying/transferring the balance of the Junior Cash ISA. This means that in certain circumstances the Child might transfer or receive back less than the amount deposited.

Change of Registered Contact

Any time after the Child has turned 16, the Child can elect to become the Registered Contact. We will write to the Child shortly before their 16th birthday notifying them of this and informing them of our requirements to accept them as the Registered Contact. If the Child decides to become the Registered Contact we will write to the former Registered Contact notifying them of the change and inform them that we can no longer accept their instructions or provide any information about the Junior Cash ISA. The former Registered Contact can continue to deposit funds into the Junior Cash ISA. There will be no change of Registered Contact if the Child does not wish to become the Registered Contact.

If a Child is suffering from a mental disorder within the meaning of s.1(2) of the Mental Health Act 1983 (as amended), that Child cannot become a Registered Contact even after reaching the age of 16. We are entitled to assume that the Child does not have a mental disorder unless we are in possession of documentary evidence to the contrary.

If the Registered Contact, who is not also the Child, dies while the Junior Cash ISA is held with us, the Junior Cash ISA will remain in place and we will be unable to accept further instruction until a new Registered Contact application is received which meets our requirements.

If the Registered Contact wants to transfer to a different person who is eligible to become a Registered Contact then we will require a new Registered Contact application which meets our requirements.

At age 18, the Child will become the Registered Contact (if they are not so already). We will write to the Child shortly before their 18th birthday notifying them of this and informing them of our requirements to be able to accept their instructions as the Registered Contact. We will write to the former Registered Contact notifying them of the change and inform them that we can no longer accept their instructions or provide any information about the Account. The former Registered Contact cannot continue to deposit funds into the Junior Cash ISA.

Ceasing to qualify for a Junior Cash ISA

When the Child turns 18, the Child will no longer qualify for the Junior Cash ISA and the account will be considered by HMRC as an adult ISA.

We will write to the Child shortly before the Child's 18th birthday and provide the options available to the Child.

At the age of 18, any funds on a fixed rate of interest will remain on the same fixed rate of interest until the end of the Term. At the end of the Term, the funds on a fixed rate of interest will be automatically renewed on our nearest adult

fixed rate equivalent Cash ISA for a term of one year unless we are instructed otherwise in advance. We reserve the right not to renew the fixed rate part of the Junior Cash ISA at the end of the Term.

At the age of 18, any funds on a variable rate of interest will be automatically transferred to our equivalent adult variable rate ISA.

If the Child dies while the Junior Cash ISA is held with us we will transfer the balance of the Junior Cash ISA into an instant access account until we receive instructions from you or from the Child's personal representatives. The applicable instant access interest rate that will be that advertised at the time of the transfer. The Child's Junior Cash ISA will cease to qualify for tax exemption under the Regulations from the date of the Child's death.

We will notify you if, as a result of any failure to comply with the Regulations, the Child's Junior Cash ISA has or will become void. We are obliged to terminate the Junior Cash ISA immediately having given you written notice if we are of the opinion that it is impossible to administer it in accordance with the Regulations or if you notify us that the Child is no longer eligible to have a Junior Cash ISA. Where the Junior Cash ISA is terminated due to our inability to comply with the Regulations we will not charge you for the early termination.

We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities in relation to your Junior Cash ISA is competent to carry out those functions and responsibilities.

Cancellation

If you are not happy with the Child's Junior Cash ISA you may cancel it by writing to us within 14 days from the date you entered into the agreement. We will not apply any charges and we will help you to switch to another provider or give you back the money you deposited, but without interest. We will help you to switch to another provider or give you back your money. If you do cancel within 14 days of entering into the agreement, the cancelled subscription will not count as a Junior Cash ISA subscription within the same tax year. If you wish to cancel a Junior Cash ISA you should write to us at Customer Service Centre, Bank of Cyprus UK, PO Box 17484, 87 Chase Side, Southgate, London N14 5WH or telephone us on 0845 850 5555 (or +44 020 8267 7343 if you are calling from outside the UK).

We have the right to terminate a Junior Cash ISA after giving you three months' written notice if we intend to stop acting as manager of the Child's Junior Cash ISA or as an ISA manager generally. In such circumstances we will allow you to transfer to another ISA manager or withdraw the funds without charge.

Deposit Protection

We are part of Bank of Cyprus Public Company Limited which is based in Cyprus. Eligible depositors are covered by the Cypriot Deposit Protection Scheme (the Scheme), which is also based in Cyprus.

This means that if Bank of Cyprus Public Company Limited was unable to meet its financial obligations, our eligible UK depositors would be able to claim up to 100,000 Euros from the Scheme. The Child's deposits with all parts of Bank of Cyprus Public Company Limited would be added together when deciding whether the Child had exceeded the compensation limit. For example, if the Child had 60,000 Euros with Bank of Cyprus UK and 60,000 Euros with Bank of Cyprus in Cyprus the Child would only receive a maximum of 100,000 Euros compensation.

Deposits held in all currencies are protected under this Scheme, although any compensation paid by the Scheme would be in Euros. Where the deposit is held in a currency other than Euros the Scheme would look at the exchange rate applicable on the day the bank failed in order to determine whether the deposit was within the maximum compensation limit.

A right of set-off applies, which means that the Scheme would deduct money the Child owes to us and other parts of Bank of Cyprus Public Company Limited before it paid any compensation.

For further information about the Scheme (including amounts covered and eligibility to claim) please contact Customer Service or visit the website of Central Bank of Cyprus on www.centralbank.gov.cy and follow the link: Banking in Cyprus>Deposit Protection Scheme.

Data

You agree that we may use any personal information provided by you, or obtained by us in connection with the Junior Cash ISA application ("your Data"), for the purpose of administering the Junior Cash ISA and for fraud prevention. You agree that we may also use your Data to select and tell you about other products and services (including those supplied by third parties) which we think you may be interested in, unless you inform us that you do not want to receive this information.

To comply with anti money laundering regulations, we are required to verify the identity of any Registered Contacts when opening an account. Our checks may include verifying your name and address with a credit reference agency and obtaining documents from you confirming your name and home address.

It is important that you give us accurate information. We may check your details with fraud prevention agencies, and if you give false or inaccurate information and we feel that there is a fraud or suspicion of a fraud, we will report this to law enforcement and fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

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

If you ask, we agree to tell you, in accordance with the Data Protection Act 1998, what information we hold about you and/or the Child and provide a copy to you. There may be a charge for this, as permitted by law. We will take care to ensure that your Data remains confidential and protected from access by third parties, except such disclosure as described above or where we use subcontractors or persons acting as our agents to process your Data and such agents or subcontractors are under a duty of confidentiality to us or where we are obliged by law or by our regulator to disclose information. We may also disclose your Data to any person who may assume our rights under these Conditions.

If you feel that we hold inaccurate information or you would like a copy of the information we hold on you or if you want to know what credit reference and/or fraud prevention agencies we use, or would like us not to send you information about our other products and services please contact us at: Compliance, Bank of Cyprus UK, PO Box 17484, 87 Chase Side, Southgate London N14 5WH.

After the Junior Cash ISA is closed or transferred we will keep your Data on record for as long as we need to.

Complaints

If you have a complaint about any of our services, please contact Customer Service. You can contact them in the following ways:

Email customerservice@bankofcyprus.co.uk

Telephone 0845 850 5555 (or +44 20 8267 7343 if you are calling from outside the UK).

If they are unable to resolve your complaint, you should contact our Compliance Manager, who will investigate and deal with your complaint promptly. The address is Compliance, Bank of Cyprus UK, PO Box 17484, 87 Chase Side, Southgate, London N14 5WH.

If we are unable to resolve your complaint to your satisfaction, you may take your complaint to the Financial Ombudsman Service, provided your complaint falls within the Ombudsman's terms of reference. In order to contact the Financial Ombudsman Service, or obtain further details of the Financial Ombudsman Scheme, you should contact:

The Office of the Financial Ombudsman
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone 0800 023 4567

Limited Offer

The Junior Cash ISA is a strictly limited offer and may be withdrawn at any time without notice.