



Bank of Cyprus UK

# Online Personal Current Account – Conditions

(August 2011 version)

# Online Personal Current Account Conditions

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Effective from 31 August 2011 for new customers and 31 October 2011 for existing customers.

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These Conditions are effective from 31 August 2011 for new customers and 31 October 2011 for existing customers.

**All of these conditions are important and you should read them carefully. We would draw your attention in particular to Condition 14.11, which makes it clear that we are only making our Online Banking Service available to you on the basis that you download Trusteer Rapport, a free software package available through us, which will increase the security on your computer. Your liability for losses changes if you do not download Trusteer Rapport.**

**If you are a joint account holder we also draw your attention to Conditions 11 and Condition 33.11.**

For the purposes of the Financial Services and Markets (Payment Services) Regulations 2009 these Conditions are the Framework Contract. See Condition 17.4 for details of how long these Conditions will remain in force. These conditions include any subsequent variations we make to them in accordance with Condition 20.

## Part 1

### 1. Definitions

**"Account"** means an online Sterling or Euro current account that is a non-Business Account with us.

**"ATM"** means Automated Teller Machine.

**"Authorisation"** means confirmation given to a retailer, bank or ATM that we will pay a proposed Card Transaction.

**"Business Account"** means any account we open for a business, whether in a customer's own name, a trading name, or in the name of a company, partnership or other organisation or entity.

**"Card"** means our debit card issued to you under the VISA payment scheme or any other such scheme.

**"Card Number"** means the number embossed across the middle of the Card.

**"Card Transactions"** means any use of the Card or Card Number to make or authorise payments to Retailers or the use of the Card and PIN in cash machines or otherwise to obtain cash.

**"Customer Instruction"** means any request or instruction from you to us.

**"Data"** means any information provided by you or obtained by us in connection with the Account or any other account you hold with us.

**"Digipass®"** means a small key that generates an individual security code and that we will supply to you for use with the Online Banking Service. (Note the wording about trademarks at the end of these Conditions).

**"Foreign currency"** means any currency other than the currency in which the Account is held.

**"Guide"** means our booklet 'How to get the most from your Online Personal Current Account' which gives you key information about your Account. The Guide is incorporated into these Online Personal Current Account Conditions. The latest edition of our Guide will always be on our Website and available on request.

**"Help Screens"** means the guidance made available to you on Online Banking and any revision to that guidance that we make available to you from time to time.

**"Month"** means calendar month unless the context requires otherwise.

**"Online Banking", "Online Banking Service"** means our computer controlled electronic banking and financial services system and any electronic banking or financial service operated through Online Banking and made available by us to you.

**"Passcode", "Password", "User ID" or "username"** means any confidential password, code or number, whether automatically produced for you randomly by us and posted directly to you; or adopted by you and accepted by us, which may be used to access Online Banking, telephone banking or to execute a Customer Instruction.

**"PIN"** means any personal identification number issued to or created by you.

**"Reference Rate"** has the meaning set out in Condition 26.4.

**"Retailer"** means a person who agrees, by arrangement with us or VISA International, to accept the Card as payment for goods, services or cash.

**"Secure Message"** means an electronic message sent through our Online Banking Service.

**“Standard Account Services”** means carrying out payment transactions on a current account and issuing statements in relation to such accounts.

**“Tariff”** means our tariff of charges as varied from time to time and set out in the document “Tariff of Bank Charges for Online Personal Current Accounts” which is displayed on our website. The Tariff forms part of these Conditions.

**“TMS”** means Text Message Service, a service which allows you to receive and/or request Account information by text message on your mobile phone. The conditions relating to TMS are contained in Part 3.

**“Unique Identifiers”** means a combination of letters, numbers or symbols which we tell you we need from you to identify the payee or the payee’s account when you are instructing us to make a payment from your Account.

**“Visa”** means VISA International and/or Visa Europe.

**“We/our/us”** means Bank of Cyprus UK, a division of Bank of Cyprus Public Company Limited or its assignees. See condition 2 for more details about who we are.

**“Website”** means [www.bankofcyprus.co.uk](http://www.bankofcyprus.co.uk) or any other website we set up.

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

**“You/your/yours”** means the customer or customers.

## 2. Who we are

2.1 Bank of Cyprus UK is a division of Bank of Cyprus Public Company Limited, incorporated in Cyprus. 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, London N14 5WH.

2.2 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 (FSA), which is based in London. Our FSA registration number is 204627.

## 3. Opening your Account

3.1 To open an Online Personal Current Account you must be over 18, and either a UK resident or an existing Bank of Cyprus Group customer.

3.2 Subject to these Conditions we will make available and supply Online Banking Services to you. We reserve the right to refuse to accept an application.

3.3 When you open your Account we will provide you with a user ID, Passcode, Digipass, paying-in book and Card. You accept that you may not be able to access Online Banking until you receive your new User ID, Passcode and Digipass®.

3.4 The Digipass® is the property of Bank of Cyprus UK. You must return it as soon as we ask you to. Please refer to the small print wording at the end of these Conditions for information on intellectual property rights in the Digipass® name.

3.5 You will be required to provide us with a valid mobile telephone number and email address.

## 4. Contacting you

4.1 You agree that we may contact you via Secure Message, email, text message, telephone, post and by using any other contact details given in your account opening application. You agree to provide us with accurate contact details and that you will tell us of any changes to these contact details so that we hold up to date contact information for you.

4.2 All statements, notifications, certificates and advice that we are required to give you in writing will be sent to you via Online Banking.

4.3 You may contact us by Secure Message, telephone, or in writing using the address or other contact details we have given you or which appear on our website.

4.4 You agree that we may leave on an answer-phone, fax machine or with the person answering the telephone a message for you to contact us.

4.5 You agree that telephone calls between you and us may be recorded so that we have a record of your instructions. Occasionally we will also monitor telephone calls for staff training purposes and to enable us to maintain our service quality.

## 5. Instructions to us and security on your Account

5.1 You authorise us to act on instructions given:

5.1.1 electronically including via Secure Message;

5.1.2 by telephone provided that you satisfy the security requirements we set from time to time, which will normally involve you giving us certain numbers or letters from your password and may also involve you having to answer additional security questions which will enable us to identify you as our customer. Please note that we will never ask you to give your full security number or PIN over the phone; or

5.1.3 by using your Card.

5.2 You will be responsible for the accuracy of your instructions. If the correct User ID, Passcode and Digipass® number have been entered, then we will accept this as your authority to act upon these instructions.

5.3 Subject to 5.2, we will not take steps to ensure the authenticity of such instructions or the authority of the persons giving such instructions even if the instructions may conflict or appear inconsistent with any other instruction we receive from you.

5.4 Your Account may also be subject to certain maximum transaction limits to protect you and us against fraud.

5.5 Please note that you cannot instruct us by fax or email to carry out transactions. However, in certain circumstances we will agree with you that you can instruct us by text message.

5.6 We will not accept written payment instructions.

5.7 If you send us a Secure Message then we will try to respond to you within 2 working days unless your Secure Message is in relation to points covered by 5.8 below in which case we will not respond at all. Please be aware that once you have sent us a request then we may be unable to reverse it before it is implemented.

5.8 You must not send us Secure Messages:

- in relation to matters for which there is a specific functionality through the Online Banking Service;
- which require immediate attention (please telephone us instead);
- which are requests of a transactional nature;
- which are frivolous, offensive or otherwise inappropriate.

If you do so we may, at our absolute discretion, remove the Secure Message facility from your Account.

5.9 You must co-operate with us if we have received instructions relating to your Account which were not given, or which we suspect were not given, by you.

5.10 We may refuse to carry out an instruction if:

5.10.1 we doubt the authenticity of the instruction or do not consider it to be sufficiently clear;

5.10.2 we believe that acting on the instruction might put us in breach of any law, regulation, code or contractual obligation binding on us;

5.10.3 Condition 8.10 applies;

5.10.4 we have reasonable grounds for believing that your Account or Card has been or is likely to be misused, whether fraudulently or otherwise; or

5.10.5 in our reasonable discretion any other valid reason applies.

5.11 If we refuse to act on an instruction, we will inform you within 3 working days of our refusal to do so unless the law prevents us from doing this. You can contact us for further information as to why the instruction was refused and if there are no legal reasons preventing us, then we will let you know our reasons and the procedures for correcting any factual errors that led to the payment being refused.

5.12 Where we have reasonable grounds for refusing to make a payment we reserve the right to make a reasonable charge for notifying you under Condition 5.11.

5.13 We will maintain accurate records of all instructions you give us. The records we maintain of any instructions you give via Online Banking will be conclusive evidence of your instructions and of the time at which you gave them, except where there is an obvious mistake in our records.

5.14 Your Account must not be used for illegal purposes. We may report any alleged fraud to the Police or we may ask you to do so. You agree that you will provide us with all the information we require to investigate and that we may provide the Police or other 3rd parties with any information we consider relevant in respect of the alleged fraud. We may in some circumstances provide you with a fraud referral letter to present to the Police.

## 6. Types of payments into your Account

6.1 We will accept cash, Sterling and Euro cheques drawn on a bank in the UK, payable to you for credit to the Account specified in the relevant paying-in instructions. On request, we will supply you with whatever information you need to give to someone who wishes to transfer money to your Account.

6.2 We do not accept cheques drawn on banks based in the United States of America and we reserve the right not to accept cheques drawn on banks based in other countries. Where we do accept foreign cheques (cheques drawn on non UK-based banks) the negotiation and collection of such cheques will be subject to the current International Chamber of Commerce Uniform Customs and Practice and also subject to local law where the cheque is drawn. We are not liable for any loss, damage, exchange rate fluctuations or delay, however caused, which are not directly due to our negligence or default. In connection with the negotiation and collection of foreign currency cheques even where we are liable because of our negligence or default, we are only liable for any losses that arise directly because of something we have done or should have done. We are not liable for losses which follow indirectly as a result of what we have done or not done.

6.3 If any foreign cheque paid in by you is returned unpaid for any reason whatsoever, including but not restricted to lack of funds or the application of local laws or codes, and even if the return takes place after we have advised you that the cheque is available to be drawn against, we will have recourse against you and will debit your account accordingly.

6.4 Subject to conditions 6.1 and 6.2, we will accept cheques and banker's drafts posted to us with a completed paying-in slip. We are not responsible for any cheques sent via the post that we do not receive.

6.5 If a cheque is crossed (i.e. marked on the front "not transferable" or "account payee" or "a/c payee") we can only accept it into the Account of the person to whom the cheque is payable. The only exception to this is a joint Account, where we will accept a cheque made payable to any one of you. However a cheque made payable to joint names cannot be paid into an Account in a sole name.

6.6 Cash can be paid in at the counters of a bank with whom we have agency arrangements. You can also pay in cash at our branch but we reserve the right to charge you for doing so. Any such charges will be set out in our Tariff, which is available via Online Banking and on our website. Our Guide sets out how much cash can be paid in at the counter and when the payment will be credited to your Account.

6.7 Our Guide sets out when payments to your Account (for example by CHAPS, SWIFT, BACS, Faster Payments or foreign currency cheques) will be credited and debited. Certain foreign currencies may take longer. The information in the Guide only applies to payments which were accompanied by sufficient information to enable us to correctly identify your Account.

6.8 Direct transfers to your Account will be processed using only your Unique Identifiers which are the sort code / Bank Identifier Code (BIC) and the account number / International Bank Account Number (IBAN) of your Account. Any other information you provide us will not be part of the Unique Identifiers. We will not be liable for any loss suffered by you or anyone else as a result of you providing us or the payer with incorrect Unique Identifiers. If you are expecting a payment from someone else direct to your Account you must give them the correct details, otherwise the payment may be delayed or not received.

6.9 If you receive foreign currency into your Account, we will convert it to Sterling or Euros (whichever is the currency of your Online Personal Current Account) at our exchange rate prevailing on the day on which it is received by us. Whether the exchange is cash or another type of transaction, a commission fee, as set out in our Tariff, will be deducted from the proceeds of the exchange.

## 7. Charges and interest on balances

7.1 We will treat credits paid into your Account as cleared for interest purposes and as available for withdrawal at different times (depending on the type of credit and where it was paid in). Information on this is contained in our Guide.

7.2 Credits to the Account are accepted in the expectation that they will clear. The balance shown on your statement or online may include un-cleared items. You may incur charges and interest if payments are made from your Account before funds are cleared, even if you appear to have a sufficient balance. Any such payments will be at our discretion. The paying in of cheques will at all times be subject to the rules and clearing processes of any cheque clearing system we use.

7.3 Tiered rates of interest, notice periods for withdrawal and minimum balances apply to some Accounts. Any special conditions applicable to any Account you open will be given to you when you apply for that Account. All Accounts will be subject to our Tariff, which will set out the amount and timing of our charges and notice periods and rates of interest applicable. Copies of our Tariff are available via Online Banking, on our Website and can also be found in all our offices.

7.4 We reserve the right to vary interest rates from time to time unless we have expressly agreed with you that your interest rate is fixed.

7.5 Where interest is payable by us on your Account, this interest will be calculated on a daily basis and credited to your account quarterly. Our Guide sets out when interest first starts accruing on any credit balance.

7.6 The rate of interest, if any, received will depend on your individual tax circumstances, and as such may be subject to change in the future. We will deduct lower rate tax on interest we pay you unless we are permitted or required to pay gross

(without deduction of tax) under current legislation. If you are a UK higher rate tax payer, you may have to pay further tax on the interest received.

7.7 For credit interest (the interest we pay you on credit balances), we may increase the interest rate on the account at any time without notice but we will tell you about it within a reasonable time after the change has taken effect. If we decrease the interest rate we will tell you about it 2 months before the change comes into effect. If within 2 months of us notifying you that the interest rate has decreased you have not contacted us to tell us that you do not accept the change you will be deemed to have accepted it. If you tell us that you do not agree to the change we will accept that as notice to terminate your Account.

7.8 We may advertise changes to our interest rates in an appropriate manner. This may include newspapers, Online Banking, Secure Message, our Website and notices displayed at our premises.

## 8. Payments out of your Account

8.1 The amount of a payment transaction is limited to the available funds you have in your Account. This is covered in greater detail in Condition 9.1.

8.2 If you wish to withdraw cash you can do so by using a Card at an ATM or from our branch counters. A handling fee is charged on withdrawals of cash in foreign currencies. We reserve the right to charge for cash withdrawals and any such charges will be set out in our Tariff.

8.3 More detailed conditions relating to Cards are set out in detail in Part 2 of these Conditions.

8.4 You can make withdrawals by setting up standing orders or direct debits or by instructing us to make BACS, CHAPS, SWIFT or Faster Payment transfers. All of these are described in more detail in the Guide.

8.5 Subject to available funds, we will process instructions on the day we receive them provided that day is a working day and provided we receive the instructions before any relevant cut-off time we set. If we receive your instructions on a non working day or after any relevant cut-off time we set we will start processing them on the next Working Day. The cut-off times applicable to instructions are set out in our Guide.

8.6. If you ask us to make a payment involving a conversion to any currency that is not that of your Account, the funds will be received by the payee's bank within the timescales set out in the Guide.

8.7 If you instruct us to transfer funds to the account of another person we will process your instructions using only the Unique Identifiers which are the sort code / Bank Identifier Code (BIC) and account number / International Bank Account Number (IBAN) of the payee (the person you are transferring funds to). If you provide incorrect details this may result in the transfer being delayed or not received. We will not be liable for any loss suffered by you or anyone else as a result of you providing us with incorrect information. That means that if you give us the right account name but incorrect Unique Identifiers and the funds are transferred into the wrong account or are delayed we will not be liable.

8.8 Please refer to our Guide for how and when you can cancel an instruction. If we are able to cancel your instruction, we may make a charge. All charges are set out in our Tariff.

8.9 You cannot stop a Card Transaction, text instruction or electronic online payment after authorisation. That means that once you have entered your PIN or Digipass® you cannot cancel the payment. If you have recurrent payments that are made by Card you can cancel the payment by close of business on the Working Day before your Account has been debited.

8.10 We may, at our complete discretion, return standing orders, direct debits or refuse to make any payment if you do not have sufficient cleared funds, an agreed overdraft available or for the reasons set out in Condition 5.10. In deciding whether to make a payment, we may take into account or ignore any earlier instructions to make payments, any authorisations we have given for Card Transactions and any regular payments into or from your Account. We may also take into account any interest and charges which have accrued but not yet been debited to your Account. Charges for items we have decided not to pay are set out in the Tariff.

8.11 If you claim that your Account has been debited with transactions which you allege were fraudulent we may report such alleged fraud to the Police. You agree that we may provide the Police or other 3rd parties with any information we consider relevant in respect of the alleged fraud. You also agree to give us all the information you possess about the transaction(s) and to take all reasonable steps we deem necessary to assist with the recovery of any funds taken by a fraudster. If we ask you to, you agree to report the matter to the Police and assist them with their inquiries. Where required we will provide you with a referral letter to take to the Police to report a crime related incident.

## 9. Overdrafts, fees and debit interest

9.1 We would expect you to keep your Account(s) in credit unless we have agreed an overdraft with you. We may, at our discretion, allow a withdrawal that creates an unarranged overdraft or results in you going over any overdraft limit we have agreed with you. There may be charges for this service.

9.2 When we agree an overdraft with you we will tell you the agreed limit and the interest rate and fees payable and we will confirm these details via Secure Message, text message or in writing. You irrevocably authorise us to make searches at credit reference agencies or make other enquiries whenever you request any credit facilities, or if we wish to consider increasing or

renewing your agreed limit or offer you other lending products. We may make a series of searches at credit reference agencies during the life time of the facility, including when we are considering renewing any overdraft facility.

9.3 Debit interest starts to accrue on the value date of the transaction that makes your Account balance go into debit. Value dates are explained in greater detail in the Guide. Interest is calculated on a daily basis on the balance we treat as cleared for interest purposes. Interest and fees are charged at periods agreed with you, or in the absence of express agreement, as set out in the Guide. Before debiting these from your Account we will give at least 14 days' notice of any debit interest or any fees. Ad hoc fees will be debited at the time we carry out any special service at your request, but we will always tell you about any ad hoc fee before we carry out the service.

9.4 If your Account is overdrawn without you having a current overdraft agreement with us on your Account we will charge our unarranged overdraft interest rate on the whole amount by which you are overdrawn until either it has been repaid or we have agreed the overdraft.

9.5 If you exceed an agreed overdraft limit, you will be charged a higher rate of interest on any amount that exceeds your limit.

9.6 If we tell you that you have an unarranged overdraft, or that you have exceeded any agreed overdraft limit, or that we have not been able to make a payment because you do not have sufficient funds in your Account, you will be charged an administrative fee.

9.7 Unless we have specifically agreed otherwise with you, we may demand the repayment of, or reduction in, your overdraft at any time and without prior notice. We will continue to calculate and charge interest and fees on the overdraft in accordance with these Conditions both before and after any court judgment until the debt is repaid in full.

9.8 Details of all charges and all fees are shown in our Tariff which can be accessed on our Website or via Online Banking.

9.9 You authorise us to deduct our charges from your Account(s). We will advise you at least 14 days before we do so for interest and charges relating to Account activity. Payment for other services will be deducted from your Account when the service is provided. We may vary our charges in accordance with Condition 20, but will always give you at least 2 months' notice if we are increasing a charge or introducing a new one.

## 10. Set-off

10.1 Except in relation to cash ISAs, we can treat any deposits or other sums owed by us to you (in any currency) as collateral for any liabilities you may have to us, either now or in the future. This may include general or special, contingent or unmatured liabilities.

10.2 We can at any time and without prior notice or demand, apply or set off deposits or other sums against liabilities you may have to us.

10.3 We may use credit balances on any Account you have with us to reduce or repay any overdrawn balances or other sums you owe us and will tell you when we do so.

## 11. Joint Accounts

11.1 You may open a joint Account for up to four account holders. We will act on instructions (including withdrawal instructions) given by any one of you.

11.2 We cannot allow you to operate the Account if you have told us of any dispute between the Account holders or you have told us to only to accept instructions given by more than one of you. We reserve the right to freeze the Account until the matter is resolved or until we have received further instructions agreed by all the Account holders.

11.3 We have the right not to accept instructions from one Account holder, if we suspect that the withdrawal is against the interest of the other Account holder or holders.

11.4 As joint Account holders you are individually and jointly liable for keeping to these Conditions and for repaying any money owed to us. We may demand from any of you, some of you or all of you repayment of all or part of any money owed.

11.5 If any one of you wishes to stop being a joint account holder, or if any one of you wishes another joint Account holder to stop being a joint Account holder, then you must inform us by Secure Message or in writing. If all joint Account holders agree, the Account will be closed or one or more Account holders will be removed from the Account. If all Account holders do not agree we will not close the Account or make any changes to the ownership (unless so ordered by a court of competent jurisdiction).

11.6 You agree that if one of you dies, the survivor(s) will become the owner(s) of the Account and may (subject to our right of set-off) withdraw any Account balances.

11.7 We may disclose to any of you any information we hold about the Account including historical statement information, even if that information relates to a time when the Account holders were different.

11.8 We will issue a Digipass®, Card and PIN to each Account holder.

## 12. Statements

12.1 We will provide you with monthly statements online showing all entries on your Account since the previous statement. We will send you a text alert to tell you when your statement is available. Your statements will be available to view online for up to 2 years. Please refer to our Guide for information on how to obtain copy statements that are no longer available online. You agree to check your statements carefully and contact us as soon as possible if your Account includes an item which appears to you to be wrong or not made in accordance with your instructions. If you do not do this we will not be liable for any fraudulent or erroneous transactions on the Account which occurred after you ought to have notified us of your suspicions or concerns and in any event we will not accept liability for any transactions which you did not query within 13 months. For Direct Debits in Sterling your rights under the UK direct debit scheme will apply.

12.2 We will correct any entries we make to your Account by mistake as soon as possible after you tell us about them or we notice them.

12.3 We will supply paper statements only on request. A charge will be made for supplying these. If you are a joint Account holder you may ask us to send statements to each person at a different address. We will charge you for each paper statement issued.

12.4 We may put messages on your statement to give you notice of variations to these Conditions, or promotional messages to advertise our products and services.

## 13. Rights and obligations for online use

13.1 We have the right at any time to temporarily suspend Online Banking and/or an Online Banking Service for the purposes of maintenance, repair, upgrade or any other purpose that we deem appropriate.

13.2 We agree to provide Help Screens which describe how to use the Online Banking Services, and to update them from time to time.

13.3 You will be responsible for providing, maintaining and upgrading suitable computing and communications equipment and systems on which to access Online Banking Services and will ensure that the equipment and systems used are of a type specified as suitable by us in the Minimum System Requirements on our website.

13.4 We will not be responsible for the compatibility or reliability of equipment, systems or software supplied to you by third parties and used in conjunction with our Online Banking Services.

13.5 You agree:

13.5.1 to ensure your computer, mobile and/or PDA will comply with our reasonable standards and requirements which will be advised to you from time to time;

13.5.2 to comply with the procedures and instructions contained in our Help Screens as varied from time to time;

13.5.3 to keep details of the Online Banking Services and all related information, designs and techniques confidential and not to disclose the same to any third party unless legally obliged to do so;

13.5.4 to notify us immediately if you become aware of any failure, delay, malfunction or error in the sending or receiving of instructions;

13.5.5 that the copyright and all other rights in our Help Screens and software will remain vested in us, or any licensor to us of such software, and that you will not alter, copy or allow any third party access to the software without our consent.

13.6 You understand that it may be necessary for us to supply Account details to other companies involved in the provision of Online Banking Services. If we do so, we will ensure that any such company agrees to use the details only for providing their service to us and agrees not to disclose them to any other person.

## 14. Security

14.1 You must ensure that all reasonable measures to safeguard your Account from access or use by unauthorised person(s) and any other fraudulent activity are maintained at all times and that the security provisions of the rest of this Condition 14 are adhered to.

14.2 You agree to follow all reasonable security procedures and keep User IDs, passwords, PINs, codes and your personal identifiers secret, never to disclose them to anyone and to take all reasonable care to prevent their unauthorised or fraudulent use. You must never write down or otherwise record your PIN and other security details in a way that can be recognised by someone else and you must never keep that record with your Digipass® or any devices we give you.

14.3 If you become aware that someone else has your passcode, Digipass® and/or knows your PIN, password, passcodes and/or Personal Identifiers, or you have lost your Digipass®, you must contact us as soon as possible during office hours on 0845 850 5555\* (+44 20 8267 7343 if calling from abroad). Office hours are 9:00am to 5:00pm Monday to Friday and 9:30am to 12:30pm Saturdays. We will then deactivate your Digipass® and Passcode and send you a replacement within 3 Working Days. The cost of a replacement Digipass® is listed in our Tariff, which is shown on Online Banking and our website.

14.4 Once you contact us we will provide you with confirmation of the date we received your report of the lost, stolen or misused passcode or Digipass®.

14.5 Once you have telephoned and told us that you suspect someone else knows your PIN, password, passcode and/or personal identifiers or has acquired your Digipass® you will not be liable for any subsequent debits made to your Account by other persons not authorised by you. We will credit your Account with the amount of such debits and any interest or charges made in relation to them. However, you will still be liable for debits and related interest and charges if we can show that you acted fraudulently.

14.6 You must not let anyone have access to your Digipass® and not leave the computer being used to access your Account unattended while you are logged on to the site. Your Digipass® must be kept secure and not left unattended with your computer (e.g. do not store your Digipass® and laptop in the same bag).

14.7 You must ensure that you comply with the minimum system requirements and security advice as stated on our Online Banking site. This includes having adequate security software installed on any computer you use to access your Account. Such software should include up to date anti-virus and anti-spyware protection, as well as firewalls. You should also follow all security measures recommended by the manufacturer of the device you use to access your Account.

14.8 You must always access your Account by typing in our website address on your web browser, never go to an internet banking site from a link in an email or from the result of an enquiry made through a search engine.

14.9 You must not access or record any password or other security details on any software that records it automatically unless retaining your password or security details is a specific function of the Online Banking Service we provide to you.

14.10 We will never request your passcode, PIN and other security details via telephone, text message, in writing or by email. Please treat emails claiming to be from us with caution.

**14.11 We will make available to you security software called Trusteer Rapport. This provides additional protection for you when using online banking. It works alongside other security software referred to in condition 14.7 above; it does not replace such software. It is a condition of making online banking available to you that you download Trusteer Rapport onto any personal computer or laptop that you use for conducting online banking. We will regard customers who do not download Trusteer Rapport as grossly negligent. Consequently if you do not download Trusteer Rapport and you experience a loss which we think could have been prevented by this software, we will not be liable for such loss.**

14.12 We will take reasonable care to ensure the security of, and prevent unauthorised access to, our Online Banking Services.

## 15. Your Data

15.1 You agree that we may use your Data for our Online Banking Services, for risk assessment, for behaviour and credit scoring and analysis generally. 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.

15.2 If you ask, we agree to tell you, in accordance with the Data Protection Act 1998, what information we hold about you and provide a copy to you. There may be a charge for this, as permitted by law. We will take care to ensure that information about you remains confidential and protected from access by third parties, except we may disclose your Data in the following circumstances:

- 15.2.1 to other companies in the Bank of Cyprus Group or our agents for credit assessment and analysis only;
- 15.2.2 to Visa and its employees;
- 15.2.3 for fraud prevention purposes (please see Condition 15.5 below);
- 15.2.4 to licensed credit reference agencies (please see Condition 15.4 below);
- 15.2.5 to subcontractors or persons acting as our agents and under a duty of confidentiality to us;
- 15.2.6 to any person who may assume our rights under these Conditions;
- 15.2.7 if we have a right or duty to disclose or are compelled to do so by law.

15.3 We are required under anti-money laundering regulations to verify the identity of potential Account holders and authorised persons 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. You will not be allowed to operate your Account until all the money laundering checks have been completed. We may also carry out searches at credit reference agencies in the circumstances set out in Condition 9.2. The credit reference agency will add to your credit file a record of our search, and this will be seen by other organisations that conduct credit searches on you. We will tell you on request which credit reference agencies we use. You have a right to apply to them for a copy of your file. Please note, credit reference agencies charge a nominal fee for this service.

15.4 We exchange information with credit reference agencies which may be shared with other organisations in assessing applications from you or members of your household for other credit facilities, for preventing fraud or tracing debtors. We may also disclose to these credit reference agencies information on the conduct of the Account(s) including any arrears or defaults.

15.5 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:

- 15.5.1 checking details on applications for credit and credit-related or other facilities;
- 15.5.2 managing credit and credit-related accounts or facilities;
- 15.5.3 recovering debt;
- 15.5.4 checking details on proposals and claims for all types of insurance;
- 15.5.5 checking details of job applicants and employees.

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

15.7 You can contact us at Compliance, Bank of Cyprus UK, PO Box 17484, 87 Chase Side, London, N14 5WH if you want to receive details of the relevant fraud prevention agencies that we use.

15.8 If you feel that we hold inaccurate information on you please notify us immediately.

15.9 After your Account is closed we will keep your Data on record for as long as we need to.

15.10 Please see Condition 23 for information on your rights to ask us not to use your Data for marketing.

15.11 We will take all reasonable precautions to protect your information.

## 16. Refunds and matters we are liable for

16.1 You may be entitled to a refund if within 8 weeks from the date your Account is debited with an automated payment or Card Transaction (except direct debits) you notify us that:

- 16.1.1 the authorisation you gave did not specify the exact amount to be paid; and
- 16.1.2 the amount of the payment exceeded the amount that you could have reasonably expected to pay; and
- 16.1.3 the payment was made to a retailer in the European Economic Area (EEA). The EEA includes any country in the European Union plus Iceland, Liechtenstein and Norway.

16.2 If you request a refund under Condition 16.1 we may require you to provide such information as we feel is reasonably necessary to support your claim.

16.3 The right to a refund under Condition 16.1 does not apply where you have given us your consent directly to make a payment and information relating to the payment transaction was given to you at least 4 weeks before the due date.

16.4 If we refuse your claim for a refund we will contact you within 10 Working Days of the day we receive your request or, where applicable, the day you provide us with any information we have requested, whichever is the latest. If you do not think we are justified in refusing your claim you can contact the bodies listed in Condition 18.

16.5 If an unauthorised direct debit has been taken from your Account in error by a company, organisation or by us you must inform us straight away and we will give you a full refund in accordance with your rights under the UK direct debit scheme.

16.6 If we fail to make a payment or carry out a payment you have asked us to make incorrectly, we will be liable to you but you must notify us without undue delay as soon as you become aware of the mistake and in any event not later than 13 months after the transaction was debited from your Account. If you ask us for information in relation to a transaction we will immediately take steps to trace it and notify you of the outcome.

16.7 We will not be liable to you if we can prove that the payee's bank or building society received the correct amount and payee details on time.

16.8 If we are liable we will refund the amount of any defective or incomplete transaction to you without delay and where applicable we will restore the account we debited to the position it would have been in had the transaction been carried out correctly or not occurred at all. This means that we will refund any charges and interest you have to pay because of our error or omission.

16.9 We will not be liable to you for any loss you may suffer if we do not act on your instructions for any reason referred to in Conditions 5.10 or 8.10 or if we learn that a bankruptcy petition has been issued against you, or if we learn that you have been declared bankrupt or if we cannot provide, or are delayed in providing, you with Online Banking Services, any banking or other services as a direct or indirect result of any abnormal and/or unforeseeable circumstances beyond our control, or if they arose because we have to comply with UK or European Community law. This includes, but is not limited to:

- 16.9.1 industrial action;
- 16.9.2 failure or fluctuation of power or telecommunications supplies;
- 16.9.3 breakdown in third party computer hardware or other equipment or error in any software;
- 16.9.4 any error or discrepancy in your instructions;
- 16.9.5 any failure or delay in the supply of services to us by any third party.

16.10 We will not be liable for any loss of profit or any loss of opportunity you suffer as a result of our Online Banking Services being wholly or partly unavailable or if we fail to act on your instructions for any reason whatsoever.

## 17. Closing or transferring your Account

17.1 You agree that we may at our discretion give you a new Account number, including a new International Bank Account Number (IBAN) or sort code.

17.2 You may, by Secure Message, close your Account at any time, provided the Account is in credit or has a nil balance. If the Account is a joint Account we will require instructions from all Account holders which can be given by each Account holder by Secure Message. The closure will not be finalised until 4 working days after we receive notice from you. This enables any pending transactions to be processed prior to final closure.

17.3 If we wish to terminate our banking relationship with you or withdraw the Online Personal Current Account, we will give you at least 2 months' notice unless there are special circumstances, such as we suspect you have committed or attempted fraud. If we withdraw the Online Personal Current Account we will use our reasonable endeavours to ensure that an alternative Account is available at the end of the notice period.

17.4 These Conditions will continue to apply, even after closure of your Account, until you have repaid any money owed to us. This includes the amount of any payments you have made which we have to pay after the closure of your Account. Any benefits or service provided in relation to your Online Personal Current Account will, however, end immediately on closure.

## 18. Complaints procedure

18.1 If you have a complaint, in the first instance you should contact Customer Service in any of the following ways:

Secure Message via your Account

Telephone 0845 850 5555\* (+44 20 8267 7343 if calling from abroad)

We want to rectify the matter to your satisfaction as soon as possible. If Customer Service is unable to fully satisfy your complaint, you should write to our Compliance department, who will investigate and deal with your complaint promptly. The address is:

Compliance  
Bank of Cyprus UK  
PO Box 17484  
87 Chase Side  
London N14 5WH

18.2 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. You can contact the Financial Ombudsman Service using the following address and/or phone number:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone 0800 023 4567 (+44 20 7964 1000 if calling from abroad).

18.3 If your complaint is about Payment Services you can also complain to the Financial Services Authority (FSA) whose contact details are:

The Financial Services Authority  
25 The North Colonnade  
Canary Wharf  
London E14 5HS  
Telephone +44(0) 20 7066 1000

You should note that the Financial Ombudsman Service can deal with complaints about Payment Services and the FSA may in any event refer your complaint to the Ombudsman.

## 19. 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 maximum compensation limit applies per depositor not per account, so for joint accounts each account holder would be entitled to compensation up to the maximum limit. Your deposits with all parts of Bank of Cyprus Public Company Limited would be added together when deciding whether you had exceeded the compensation limit. For example, if you had

60,000 Euros with Bank of Cyprus UK and 60,000 Euros with Bank of Cyprus in Cyprus you 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 your 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 you were within the maximum compensation limit. A right of set off applies, which means that the Scheme would deduct money you owe to us and other parts of Bank of Cyprus Public Company Limited before it paid you any compensation. The Scheme covers most customer types, including personal customers, small and large companies and partnerships and associations. Please note, however, that the Scheme does not cover deposits held by other banks, insurance companies, collective investment companies or pension funds (including Self Invested Personal Pensions (SIPPs) and Small Self Administered Schemes (SSASs)). 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](http://www.centralbank.gov.cy) and follow the link: Banking in Cyprus>Deposit Protection Scheme.

## 20. Variation

20.1 We may vary these Conditions, our Guide and any of our fees and charges set out in our Tariff. However, we will only do so for reasons set out in Condition 20.2 and we will always give you notice via Online Banking except in the circumstances described in Condition 20.3.

20.2 These are the reasons why we may vary these Conditions, interest rates or our charges:

- 20.2.1 to meet legal, financial or regulatory requirements. This includes changes to any codes of practice that we subscribe to, or to reflect relevant court or Financial Ombudsman Service decisions or any guidelines given by relevant regulatory, trade or professional bodies. It also includes changes we make where we reasonably expect that there will be a change in legal, financial or regulatory requirements;
- 20.2.2 to take account of any corporate reorganisation in the Bank of Cyprus Group;
- 20.2.3 to reflect a change in market conditions or the overall cost of providing our products or services (or both) to you;
- 20.2.4 to reflect a change in technology or to cover a development or change in our products or services;
- 20.2.5 to make them clearer;
- 20.2.6 if we reasonably believe there is any other valid reason to make a change.

20.3 If the variation is clearly to your advantage we may make it immediately and without giving you notice.

20.4 If the variation is not clearly to your advantage we will give you at least 2 months' notice. For a period of 2 months from the date of that notice you may close your Account without penalty. If within two months of us notifying you of the variation to these Conditions you have not contacted us to tell us that you do not accept the variations you will be deemed to have accepted them. If you tell us that you do not agree to the variations we will accept that as notice to terminate your Account.

20.5 You agree that we can notify you of variations to these Conditions, our Guide or our Tariff by Secure Message. We may via email or text message inform you that the Conditions or Tariff have changed, giving you a summary of those changes and informing you that the amended Conditions and/or Tariff can be found on our website and Online Banking.

## 21. Conflict of Conditions

In the unlikely event of there being any inconsistency or conflict between these Conditions and any other terms or conditions relating to your Account and/or forming part of your agreement with us, the following prevail in the order in which they are listed:

- Conditions contained in any security document you have signed; then
- Matters set out in the Guide to the extent they involve commitments of a contractual nature by us to you; then
- Part 3 of these Online Personal Current Account Conditions; then
- Part 2 of these Online Personal Current Account Conditions; then
- Part 1 of these Online Personal Current Account Conditions; then
- Our General Conditions for Facilities.

## 22. Assignment

22.1 We may assign our rights and benefits under our agreement with you.

22.2 These Conditions are personal to you and you cannot transfer any or all of your rights or obligations.

## 23. Marketing

You can send us a Secure Message or phone or write to us at the following address and ask us not to send you any details of products and services (other than details included on your statement or with material we have been asked by our regulator to send you or which we are obliged by law to send you):

The address and/or phone number to contact are:

Customer Service  
Bank of Cyprus UK  
PO Box 17484  
87 Chase Side  
London N14 5WH

Telephone 0845 850 5555\* (+44 20 8267 7343 if calling from abroad)

## 24. Copyright

The entire content of the Online Banking site is subject to copyright and the information held is for your personal use only. You may not download, transmit or modify the site without our prior permission. However, you may print out part or all of the site for your own personal use.

## 25. General

25.1 Any banking terms and conditions implied by law will also apply to our relationship with you unless, where the law so permits, varied or amended by these Conditions or by express agreement with you.

25.2 In these Conditions the masculine includes the feminine and the singular includes the plural and vice versa.

25.3 Headings in these Conditions are for convenience only and will not affect the interpretation of these Conditions.

25.4 Failure by us to enforce any Condition does not amount to any waiver of our rights.

25.5 If any provision of these Conditions becomes invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

25.6 Any reference in these Conditions to any statute, regulation or other legislation shall include any legislation that amends, supersedes or replaces it.

25.7 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 English courts. You agree to us conducting debt recovery and other proceedings in any jurisdiction in which you may be resident from time to time.

25.8 These Conditions and any communications and notices with you about any of the services referred to will be in English.

25.9 You have a right at any time during the term of this agreement to obtain copies of these Conditions and all documents that form a part of your contract with us as well as all information specified in Schedule 4 of the Financial Services and Markets (Payment Services) Regulations 2009.

## Part 2

### Debit Card Conditions

## 26. Use of Card

26.1 You must ensure that you comply with any instructions we may give regarding the use and safekeeping of Cards.

26.2 You may only use the Card within the validity period embossed on the Card and if you have an available credit balance or an available but undrawn overdraft facility on the Account. In determining availability we may take into account the amount of any transaction not yet debited and any Authorisation we may have given in respect of a prospective transaction.

26.3 If you have been issued with a Card and your Account is held in Euros then this Card can be used in the Eurozone to withdraw cash in Euros at certain ATMs. It can also be used at certain ATMs outside the Eurozone, but in such circumstances condition 26.4 will apply

26.4 Where a Card Transaction is in a currency other than that in which the Account is held the amount of the Transaction will be converted to Sterling or Euros (whichever is the currency of the Account) using an exchange rate comprising a wholesale market rate or government mandated rate determined by VISA plus an adjustment to incorporate our currency conversion fee specified in our Tariff. The resulting rate is our Reference Rate. The Reference Rate applied will be that applicable on the day the exchange takes place, which may be after the day the Card Transaction took place. Amounts due to us must be settled in Sterling or Euros, depending on the currency in which your current Account is held.

26.5 You will be liable for the amount of all Card Transactions and charges debited to the Account, including all transactions made on your Account.

26.6 If the Card expires or is lost or stolen, the provision of a new Card will be at our sole discretion.

26.7 When quoting your Card Number over the internet, you should exercise reasonable care to ensure the integrity of the site and that your Card Number will not be subject to a continuous debiting authority if this is not required.

26.8 Subject to Conditions 26.3 and 26.11 you may use the Card to draw cash from any ATM displaying the VISA symbol world-wide.. If you use your Card at an ATM dispensing foreign currency the minimum and maximum withdrawal amounts will be approximately the equivalent of these Sterling amounts.

26.9 We will issue you with a PIN. We will not reveal your PIN to anyone but you. You can use your PIN with your Card for withdrawing money and using other services available from an ATM. You may also be asked by a Retailer or other supplier to insert your PIN into a secure PIN pad when you pay in person for goods and services with your Card. Once you have entered your PIN you have given us consent to debit your Account. If you have a disability that prevents you from using your Card with a PIN please contact us.

26.10 You cannot stop a Card payment but a Retailer or supplier may make a refund. We will credit your Account when we receive any such refund. We cannot be responsible for any delay in receiving the refund and no claim by you against a third party can be the subject of a claim against us.

26.11 We reserve the right to prevent your Card from being used in certain countries if, at our discretion, we believe this is necessary to reduce fraud or for any other valid reason. You should contact us prior to travelling abroad to check whether there are any restrictions on use of your Card in the country or countries you are intending to visit.

## 27. Safeguarding the Card and PIN

27.1 You must sign your card as soon as you receive it.

27.2 You must take all reasonable steps to keep the Card safe and all security details safe at all times. This includes taking care that no one hears or sees your security details when you use them.

27.3 When entering your PIN, you must take all reasonable precautions to prevent fraudulent use. These include:

27.3.1 shielding the key pad at self-service machines or the secure PIN pad at premises of retailers or other suppliers when entering your PIN and undertaking transactions;

27.3.2 changing your PIN as soon as you can after receiving the PIN advice. When you change your PIN, do not create PIN(s) that are easy to guess e.g. 1234, 4444, your date of birth or your telephone number. The PIN should be unique to your Account with us;

27.3.3 complying with all reasonable instructions we issue regarding keeping your PIN safe.

27.4 You must never allow any other person to use your Card whether with or without the PIN but if you do so you will be liable for all debits without limit made to the Account up until the time you notify us in writing that you have allowed this and that you want the Card to be cancelled.

27.5 You must never write the PIN on the Card or on anything kept with the Card. If you write it down elsewhere, you must disguise it so that it is not recognisable. Failure to comply with this condition 27.5 will be regarded as you being grossly negligent.

27.6 You may only disclose the Card Number for the purpose of making a Card Transaction or when reporting the loss or theft of the Card or when we authorise disclosure.

27.7 We recommend that you register your card with Verified by Visa before using your Card to pay for goods or services through the Internet or other electronic media. We strongly recommended you use 'secure payment' sites when purchasing through the Internet.

27.8 You must dispose of any card receipts safely, for example by shredding them. You should also shred any PIN advice we send you as soon as you have committed the PIN to memory and/or recorded it in a secure way (see condition 27.5 above).

27.9 You must report to us any lost or stolen Card without undue delay or as soon as you become aware of any misuse of your Card or card details. If you do not do this we will regard that as gross negligence and we will not be liable for any fraudulent transactions on the Account which occurred after you ought to have reported the lost or stolen Card to us. Once you contact us we will provide you with confirmation of the date we received your report of the lost, stolen or misused Card.

27.10 We will send automated text message alerts to your mobile phone if there has been any potentially suspicious activity on your Card. If you do not recognise the transaction you must notify us without undue delay (see Condition 33.1 for contact details). If you do not do this we will not be liable for any fraudulent transactions on the Account which occurred after you ought to have notified us of your suspicions or concerns.

## 28. Card Transactions

28.1 Once the Card has been used for a Card Transaction, the transaction cannot be stopped.

28.2 If the Card is used to withdraw cash from an ATM operated by another bank, there may be a handling charge.

28.3 We may be requested to authorise a purchase or other payment you make with your Card before it can be completed. If we do, your Account balance will be reduced by the amount authorised. In accordance with Condition 5.10 we may refuse a request for Authorisation.

28.4 You authorise us to debit your Account on each working day with the amount of all Card Transactions processed on previous working days. Card Transactions in Sterling (or in Euros if you have a Euro online personal current Account) will normally be debited to your Account within 3 working days of the transaction taking place. Card Transactions which take place abroad may take longer. All Card Transactions once debited will be shown on your bank statement. As soon as you make the Card Transaction the funds are reserved on your Account which can affect the balance available to you even before the Card Transaction has been debited to your Account.

## 29. Charges

29.1 We apply charges as specified in the Tariff for the following:

29.1.1 conversion of foreign currency into the currency in which your Account is held when you use the Card to obtain foreign currency or obtain goods or services in a foreign currency. In these circumstances we use the Reference Rate that applies on the day we are advised of the withdrawal or purchase. This may be some time after you withdraw the cash or make the purchase;

29.1.2 other services we provide, such as those set out in our Tariff or those charges we advise you of before we carry out a transaction on your Account.

29.2 We can change any of our charges in accordance with Condition 20.2.

## 30. Cards on joint Accounts

30.1 We cannot issue a Card on a joint Account if more than one person needs to authorise Card Transactions.

30.2 If we have issued a Card or Cards on an Account for which any of you can authorise Card Transactions and you now wish to change that Account so that more than one person needs to give us instructions, we reserve the right to cancel the Card and not allow any Card Transactions.

## 31. Refusal to authorise Card Transactions and cancellation of the Card

31.1 If we consider it necessary we may without notice refuse to authorise Card Transactions for reasons set out in Condition 5.10. If we exercise any of our rights under this Condition 31.1, we shall, unless the law prevents us from doing so, notify you within 3 Working Days of the refusal.

31.2 We may stop and cancel your Card if we have reasonable grounds relating to:

31.2.1 the security of your Card; or

31.2.2 suspected unauthorised or fraudulent use of the Card.

31.3 We shall, unless the provision of such information would be unlawful or compromise our reasonable security measures, inform you in advance of the stopping and cancellation of your Card and give you reasons for us doing so. Where we are unable to inform you in advance, we shall contact you immediately afterwards.

31.4 If a request for Authorisation is declined or if a Card is not accepted in payment we are not responsible for any loss or damage resulting from the Card Transaction not proceeding or from the way in which the decision is communicated to you.

## 32. Renewal and termination of the Card

32.1 You may end your use of the Card at any time by giving us notice by telephone or in writing and destroying the Card by cutting it in half through the magnetic stripe and chip.

32.2 We may re-issue or renew Cards from time to time unless you have given us notice under Condition 32.1.

## 33. Loss or misuse of the Card

33.1 If a Card is lost, stolen or for any reason likely to be misused, or if the PIN is disclosed in breach of these Conditions, or if your Card is still in your possession but you are aware that there are Card Transactions which have occurred without your authority, you must telephone us without undue delay on 0845 850 5555\* (+44 20 8267 7343 if calling from abroad). Where you so require we will provide confirmation that you notified us of the loss, theft or misuse of the Card. If you do not notify us, or only notify us after an undue delay, we will regard that as gross negligence (see Condition 33.8 below for the implications).

33.2 We will accept immediate notification of the loss or theft of your Card from any recognised bureau acting for you, from VISA or from any VISA member. If we are notified in this way you do not need to telephone us.

33.3 If you claim that your Account has been debited with Card Transactions which you allege were fraudulent we may report such alleged fraud to the Police. You agree to give us all the information you possess about the loss, theft, fraud, misuse of the Card or the disclosure of the PIN and to take all steps we deem necessary to assist with the recovery of the Card. We may in some circumstances provide you with a referral letter to take to the Police to report a crime related incident.

33.4 You agree that we may provide the Police or other third parties with any information we consider relevant in respect of the alleged fraud.

33.5 If you have reported a Card as lost or stolen and you later find it you must not use it.

33.6 If you have acted fraudulently you will be responsible for all losses on your Account.

33.7 If you have acted with gross negligence and this has led to the loss you will be responsible for all such losses on your Account. Examples of acting with gross negligence would include failure to follow the steps about safeguarding the Card and PIN set out in Condition 27.

33.8 If you have not acted fraudulently nor with intent to breach these Conditions, nor with gross negligence your liability for the misuse of your Card is as follows:

33.8.1 If someone else uses your Card before you tell us it has been lost or stolen or that someone else knows your PIN, the most you will have to pay is £50 (or if your Account is held in Euros the Euro equivalent of that amount), or any lower amount required by law;

33.8.2 if someone else uses your Card details without your consent for a transaction where you do not need to be present, you will not have to pay anything;

33.8.3 if someone else uses your Card details without your consent and your card has not been lost or stolen, you will not have to pay anything.

33.9 You will not be liable for any losses arising out of non-receipt of your Card unless non-receipt was due to you failing to notify us of a change of address. If you do not notify us of a change in your personal details we will treat that as you acting with gross negligence.

33.10 You will not be liable for any loss that occurs after we have been notified that your Card has been lost or stolen, or that your PIN has been disclosed to another person or that you have not received your Card.

33.11 If you have a joint Account and each Account holder has a Card, and only one Card is reported as stolen or compromised, any other Card issued in connection with your Account will continue to operate. For this reason, if all the Cards issued on your Account have been stolen or are otherwise compromised it will be necessary for you to notify us in respect of each Card.

#### 34. Ownership of the Card

The Card remains our property at all times, and must be returned to us immediately if we ask for it.

#### 35. Regular payments

It is possible to set up regular debits to your Card. Such arrangements are made with the payee when you authorise the initial debit. These debits will then be made at regular intervals and without further reference to you until you ask the payee or us to cancel such payments. If you ask us to cancel the payments you should also notify the payee.

### Part 3

#### Text Message Service (TMS)

#### 36. Agreement to use TMS

36.1 You agree to us sending you banking information by text message to your mobile phone. You may suspend this service through Online Banking or by calling us during business hours on 0845 850 5555 (+44 20 8267 7343 if calling from abroad). If you do so you will have to call us to reactivate the service or reactivate it yourself through Online Banking. TMS will be suspended the same day you instruct us providing the day you instruct us is a working day. Any suspension instruction received from you on a non-Working Day or after any relevant cut off time will be processed the next working day.

#### 37. Requirements for receiving TMS

37.1 You will need to provide us with the UK mobile phone number that you wish to receive and send your text messages on.

37.2 TMS can only be used on a mobile phone compatible with a UK network. It cannot be used on a fixed line telephone, a computer capable of receiving text messages, or a 'virtual' mobile phone number beginning with '070'. Some older mobile phones may not be compatible with our TMS.

37.3 You will be responsible for providing and maintaining your mobile phone number, ensuring that your mobile phone and network are compatible with our TMS, and for any charges you have to pay your mobile phone provider for sending or receiving text messages. You may also incur additional charges for any text messages you receive when you are abroad.

37.4 We will only send you each text message once. This means that when you delete it we will not be able to resend it.

## 38.Services available

38.1 We will send you a weekly text message that gives you basic details of the last few transactions on your Account and your available balance as at the time the text message was transmitted. This time will be specified in your text message and may differ from the time you receive it.

38.2 We will also send you a text message alerting you that your bank statement is available. There is also the choice of additional text alerts that can be chosen by you.

38.3 You can use TMS to:

- Request balances on your Account;
- Activate your Card;
- Request a statement showing the last five transactions.

38.4 You can make transfers between your Accounts held with us via text message. Transfers by text message instructions are subject to the following:

- The transfer request is received from the mobile number you have provided to us for text services;
- The Accounts are held in your name only. Joint Accounts and business Accounts are excluded;
- The Accounts are held with us;
- The Accounts are either current accounts or instant access accounts;
- The Accounts must be held in the same currency;
- The Account to be debited must have available funds to transfer.

38.5 Your transfer request will be processed on the day we receive the request provided we receive instructions before any relevant cut off time we set. Any transfer request received on a non-working day or after any relevant cut off time will be processed the next working day. Cut off times are set out in the Guide.

38.6 We will send you an automated text message confirming that the transfer has been processed and provide you with a reference number for the transfer. You cannot respond to this message by text.

38.7 If for whatever reason the transfer is not processed, we will send you a text message advising of failure of transfer and ask you to contact us.

38.8 You can register up to three mobile numbers per account.

38.9 If the text messages we send you fail over a period of 2 consecutive months then we will take this as confirmation that the mobile number you have provided us with is no longer in use or the mobile number is incorrect and we will cancel our TMS to you. You can reactivate TMS through Online Banking or by contacting Customer Services.

38.10 We reserve the right to make charges for our Text Message Service. Any such charges will be notified to TMS subscribers and shown in our Tariff.

38.11 Each text message instruction sent by you will count as one text message and you will be charged by your mobile service provider for each text message sent in accordance with your mobile tariffs.

## 39. TMS Security

39.1 It is important that you take reasonable precautions to prevent unauthorised access to your mobile phone at all times in the UK and abroad. Please refer to our Guide for information on using your mobile phone abroad.

39.2 If your mobile phone is lost or stolen, you should contact us during office hours on 0845 850 5555\* or (+44 20 8267 7343 if calling from abroad). We will then stop sending text messages to that mobile as soon as possible. You will also have the opportunity to register a new mobile number. If you do not inform us, we will continue to send text messages and we will not be responsible for any unauthorised access to your information.

39.3 If you change your mobile phone number you must immediately update your personal details on Online Banking or contact us.

39.4 Do not leave your mobile phone unattended or allow other people to see the text message alerts we send you.

39.5 Always ensure that your phone is locked when you are not using it. You can do this by resetting the SIM number and Personal Identification Number on your phone. Do not tell anyone what these numbers are; we will never ask for them. If you write these numbers down you must disguise them and ensure that you do not keep them in the same place as your mobile phone.

39.6 You must ensure that you regularly delete the text messages we send you.

39.7 You must read your text messages carefully and contact us immediately if any of the messages appear irregular.

39.8 We will not be liable if your Account information becomes known to someone else as a result of you losing your phone or failing to comply with these Conditions.

#### 40. Withdrawal or suspension of TMS

40.1 We may at any time decide to withdraw TMS. We will give you 2 months' notice unless it is unreasonable in the circumstances to do so.

40.2 We may suspend TMS to carry out routine maintenance, or as a result of power failures, strikes or other circumstances beyond our control.

40.3 We will not be responsible for any losses, direct or indirect, caused by the suspension or withdrawal of our TMS, any delay, interruptions or errors in transmission, any breach of confidentiality not directly caused by us and/or any other circumstances beyond our control.

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We are a member of the Cypriot Deposit Protection Scheme. See Condition 19 for more details.

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\*Lines are open 9.00am to 5.00pm Monday to Friday and 9.30am to 12.30pm Saturdays. Calls from a BT landline will be charged at the local rate. Calls from other networks and mobiles may vary. Calls may be recorded for monitoring and training purposes.

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