

Zurich Equity Linked Growth Account 2

Key features and terms and conditions



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The Financial Services Authority is the UK's independent financial services regulator. It requires us, Dunbar Bank, to give you this important information to help you to decide whether our Account is right for you. You should read this document carefully so that you understand what you are buying, and then keep it safe for future reference.

About Dunbar Bank

This Zurich Equity Linked Growth Account 2 is provided by Dunbar Bank plc, a member of the Zurich Financial Services Group, a global business servicing customers in more than 170 countries, with over 135 years of experience. Based in London, Dunbar Bank was set up in 1969 and is authorised and regulated by the Financial Services Authority. It prides itself on its highly personal customer service. You can find out more about us at www.dunbarbank.co.uk

These Key features and terms and conditions constitute a binding contract between you and us and should be read in conjunction with the Account brochure. They apply to all holders of the Account and explain our obligations to you and your obligations to us.

1 Definitions

In these Key features and terms and conditions, the words and phrases listed below have the following meanings:

"Account" the Zurich Equity Linked Growth Account 2 (ZELGA 2), subject to these Key features and terms and conditions.

"Accountholder" a holder of a ZELGA 2 with Dunbar Bank.

"Bank Base Rate" the Bank of England Base Rate (also known as the Repo Rate) as determined from time to time. This rate is publicly available and always displayed on our website www.dunbarbank.co.uk

"Breakage Charge" the amount your trustee/executors/administrators must pay if your total deposit is £250,000 or above and repayment is requested on death. See clauses 10 and 13.

"Closing Index Level" The average of the 13 monthly closing levels of the FTSE 100 Index from 1 April 2014 to 1 April 2015.

"Deposit" the amount deposited by you as confirmed in writing by Dunbar Bank less any Withdrawals.

"Dunbar Bank" Dunbar Bank plc, a company registered in England whose registered office is at 33 Jermyn Street, London SW1Y 6AD and whose registered number is 966713.

"Expiry Date" 1 April 2015.

"FTSE 100 Index" and **"The Index"** the FTSE 100 Index (as calculated and amended by FTSE International Ltd).

"Opening Index Level" the closing level of the FTSE 100 Index as recorded on the Start Date.

"Start Date" 1 April 2010, the first day of the Term of your Account.

"Tax Year" the income Tax Year beginning 6 April in one year and ending on 5 April in the following year.

"The Term" five years, the length of time the Account will run from the Start Date to the Expiry Date.

"Valuation Date" any date where the level of the FTSE 100 Index is calculated for the purposes of the ZELGA 2 but excluding:

- any day when the London Stock Exchange is closed in which case the Valuation Date will be the next day when those markets are open as normal; and
- any day where there is, in the reasonable opinion of Dunbar Bank, disruption in the financial markets, in which case the special rules in clause 6 apply.

"we/us/our" Dunbar Bank.

"Withdrawal" any transaction, initiated at your, your trustees/executors or administrators request which has the effect of reducing your Deposit.

"Withdrawal Fee" the amount you must pay to us if you wish to have some or all of your Deposit repaid and calculated in accordance with the provisions of clause 4.

"Working Day" Monday to Friday excluding Bank and Public Holidays in England.

"you" and **"your"** the person who made the Deposit and the administrators or executors of that person.

"Zurich Equity Linked Growth Account 2" the name of a specific term deposit Account we offer, subject to these Key features and terms and conditions.

2 Term of the Account

Your Deposit will run from the Start Date to the Expiry Date, as appropriate. We will, subject to clause 8, repay your Deposit together with interest calculated in accordance with clause 5, as soon as reasonably practicable after the Expiry Date.

We will not pay the Deposit together with any accrued interest to you at the Expiry Date until we receive your written payment instructions. Interest will accrue from one week after the Expiry Date at the Dunbar Plus Account rate applicable at the time or such other rate as we may determine. See also clause 16.

3 First-come, first-served

Availability of the Account is limited and acceptance will be on a strictly first-come, first-served basis.

4 Withdrawals

The Account is a medium-term deposit account and Withdrawals are not allowed from the main Account. However for SSAS and SIPP deposits and those made by life assurance companies, Withdrawals may be allowed at the discretion of the Bank and are subject to the payment of a Withdrawal Fee. Withdrawal Fees could be substantial and will result in you getting back less than you deposited.

For these types of accounts the Withdrawal Fee will depend on market conditions at the time of Withdrawal as well as the time remaining until the scheduled maturity of the Deposit. In any event the Withdrawal Fee will be no less than £500. This Withdrawal Fee is designed to reimburse the Bank for the cost of replacing the funds withdrawn. All Withdrawal requests must be made in writing.

In line with ISA regulations you may withdraw some or all of your Cash ISA Deposit during the Term of the Account subject to the payment of an ISA Withdrawal Fee. See clause 28 for the details of the ISA Withdrawal Fee.

If you still wish to make a Withdrawal, we must receive your signed instruction and Withdrawal Fee (or your confirmation that we may deduct this from your Account).

Once a Withdrawal has been processed, it cannot be varied, amended or cancelled.

You are not permitted to overdraw your Account.

Money withdrawn from your Account cannot be replaced.

In the event of the death of the Accountholder (or all of them if there is more than one) before the Expiry Date, we will allow, on receipt of a valid request from your personal representatives, the Withdrawal of the Deposit. See clause 13.

5 Interest

Interest, will only accrue and be credited to the Account on the Expiry Date. We will pay interest to you net after deducting income tax at the rate specified by English

law which may vary from time to time. Under current tax legislation, you will be responsible for paying any further income tax due by you, or for claiming back any income tax overpaid.

If you are either a non-resident for tax purposes or your personal circumstances mean you're not liable to income tax, you can apply to us to have your interest paid to you gross, without the deduction of tax.

Gross interest at the Expiry Date will be an amount calculated as set out below:

- $(\text{Deposit}) \times ((\text{Closing Index Level}^* \div \text{Opening Index Level}) - 1) \times 70\%$, or
- Zero

*We'll average the level of the Index monthly over the final 12 months to work out how much interest you'll receive. This means you'll miss out on the full effect of any rise in the Index in the days leading up to the Account's maturity but it also means you're cushioned from the full effect of any falls.

6 Disruption in the financial markets

The level of the FTSE 100 Index will be calculated using the closing level of the FTSE 100 Index on each Valuation Date.

It may be necessary to delay the calculation if there is, on any Valuation Date, in our reasonable opinion, disruption in any of the major financial markets where the securities which make up the FTSE 100 Index or options or futures contracts on the Index are traded.

We may delay the calculation of the FTSE 100 Index for a maximum of five Valuation Dates. If the disruption to the financial markets is continuing at the end of this period, we will calculate the level of the FTSE 100 Index using the formula and method for calculating the FTSE 100 Index, and the market prices for the securities which make it up, in force prior to the disruption.

Where the trading in a security has been suspended or materially restricted, we may use our own estimate of the price. As long as we use a reasonable method of calculation, our decision on the level of the FTSE 100 Index will be final.

7 Replacement of the Index

If the FTSE 100 Index is replaced by a new and substantially similar index or is calculated by a new organisation acceptable to us, we may calculate interest using the new index. Similarly, if the method of calculation of the FTSE 100 Index is altered (other than routine changes to its component securities) or the FTSE 100 Index is not published, we may use our own calculation of the Index based on the previous formula and method for calculating the Index and the securities (if still quoted) which made up the FTSE 100 Index prior to the change or non-publication. As long as we use a reasonable method of calculation, our decision on the level of the FTSE 100 Index will be final.

8 Correction of the Index

If FTSE International Ltd publish a correction to the FTSE 100 Index, it may be necessary to recalculate interest.

We may also do this for a correction of any new index – see clause 7. We will only do this if the correction is published within 30 days of the original publication and will notify you of the correction and the revised amount of interest.

If we give you notice that an amount of interest has been overpaid, the amount of the overpayment must be repaid within 30 days of the date that the notice is posted to you at the address held by us in our records.

If the overpayment is not repaid to us within 30 days, it will bear interest at our base rate as determined by us at that time.

If an amount of interest has been underpaid we will pay you the amount of the underpayment within 30 days of the receipt by us of notice of the correction to the FTSE 100 Index.

9 Joint Accounts

If you hold a Joint Account, the signatures of all the Accountholders will be required for any transaction affecting the Account.

10 Trust Accounts

Where the Account is held by trustees or nominees on behalf of any person:

- we do not accept any responsibility for whether the Account is appropriate as a trustee deposit or whether the trustees are legally entitled to deposit money in the Account, even if we have notice of the terms of the trust. You are advised to take independent legal advice if you are in any doubt about these matters
- we do not accept any liability in respect of the application of any money paid to trustees, as long as the payment was made to the persons recorded in our records as the holders of the Account and we have no actual notice of any breach of trust
- where the trust fund is held for the benefit of a sole beneficiary, the trustee will be entitled to make a Withdrawal of the Deposit from the Account before the Expiry Date in the event of the death of that sole beneficiary, on receipt by us of a valid request from the trustee. If the total Deposit is £250,000 or above, a Breakage Charge will be payable on the whole amount. The amount of the Breakage Charge will be determined at the time we receive a valid request from the trustee and will vary depending on market conditions and the term remaining from the date we receive the request to the Expiry Date.

11 Accountholder details

We only deal with the Accountholder(s) and their attorneys and do not maintain records of any other persons who may be interested in the Account.

Accordingly, we do not accept any liability for the effect of, or any failure to record, the existence of any Account designation, trust or equitable interest.

12 Assignment

The Account and/or any interest payable at maturity, may not be assigned, charged or otherwise dealt with. We will not recognise or be bound by any purported trust or assignment and payment to the person(s) recorded in our records as the Accountholder(s) will be an effective discharge of our liability to repay the Account.

13 Death of the Accountholder(s)

On the death of one Accountholder, the Account will continue in the name of the surviving Accountholder(s) subject to any rights we or a third party may have. We'll accept the authority of the surviving named Accountholder(s).

On the death of the sole or last surviving Accountholder, responsibility will pass to the executors/administrators of that Accountholder on production of a valid Grant of Probate/Letters of Administration.

They can either request early closure of the Account, in which case no Withdrawal Fee will be charged and no interest paid, or hold the Account until the Expiry Date when interest would be applied in line with clause 5. Where repayment is requested following death, proof of death will also be needed. We will determine what evidence is, in our reasonable opinion, sufficient proof for these purposes.

If the total Deposit is £250,000 or above, a Breakage Charge will be payable on the whole amount. The amount of the Breakage Charge will be determined at the time we receive a valid request from the executors/administrators and will vary depending on market conditions and the term remaining from the date we receive the request to the Expiry Date.

14 Altered circumstances

If any event or change in circumstances makes it illegal to carry out the terms of the Account, the Key features and terms and conditions may be amended by us to the extent necessary to enable the Account to continue and/or to stop the illegality. Although the above may result in adjustment to any of the other Key features and terms and conditions of the Account, it will never be applied so as to deprive you of the right (subject to clauses 4 and 28) to the return of the Deposit.

15 Cheques paid into your Account

When you send us a cheque to open your Account, we have to send it to the bank holding the account from which the cheque is drawn to receive payment ("the paying bank"). The clearing cycle for cheques reflects the time it takes to send the cheque to the paying bank, for that bank to deal with it, including deciding whether it can pay the cheque and to tell us if they decide not to pay it.

The clearing cycle detailed below explains in detail what happens in relation to a cheque received to open your Account.

- We will deposit the cheque in your Account on the day we receive the cheque and confirm this in writing to you;
- The cheque usually clears on the fourth Working Day after you pay in a cheque;
- The paying bank may return a cheque unpaid, in which case we will write to let you know and we will have to take the money back out of your Account;
- Cheques are rarely returned more than four or five Working Days after you pay in the cheque. Just occasionally we may not find out a cheque has been returned until later, in which case we can still take the money back out of your Account. However, generally money will not be taken from your Account later than the end of the sixth Working Day after you have paid the cheque in if it is returned by the paying bank.

16 UK Electronic Transfers (when you open the Account or at Expiry Date)

You can transfer funds electronically to your new Account by electronic funds transfer. If you want to do this you have two choices of transfer – by BACS or by CHAPS. If paying by these methods you will need to quote our sort code number 16-52-32, our account number 21135345, our account name “Structured Deposit Suspense” and YOU MUST also quote in the reference the Structured Deposit product name and your name/designation number.

At the Expiry Date we may be able to send funds to your bank account electronically by BACS (this will be detailed fully in the maturity pack you will be sent prior to the Expiry Date). All BACS payments from your account will, generally, from 1 January 2012 arrive no later than the next Working Day after an instruction to make the payment is received. Until that date we will send your payment so that the recipient’s bank gets it no later than the fourth Working Day.

17 Unauthorised transactions and incorrectly executed transactions

You must tell us as soon as possible after you become aware of the unauthorised payment. We will not be liable for any such transactions if more than 13 months have elapsed since the transaction date. We will generally investigate the payment, and if the payment was not authorised by you, we will refund it and return your account to the position it would have been in (for example by paying any interest you would have earned and/or by refunding any interest or charges you have paid as a result).

However, you will be liable for all payments made from your account if you have acted fraudulently.

We will not be liable if you provide us with the wrong account details for a payment, we will try to recover the

funds for you if you ask us to do so, but we may charge you for doing so.

If the funds you have asked us to transfer at maturity have not been received you will be protected from loss as long as the details you gave us for making the payment were correct.

If you tell us that the payment has not been received, we will investigate to see whether the payment reached the recipient’s bank. If it did, it will be for that bank to correct their error and pay the money to the recipient.

If the payment did not get to the recipient’s bank, we will refund to you the amount of the payment and restore your account to the position it would have been in (for example by paying any interest you would have earned and refunding and interest or charges that you have paid as a result).

18 FTSE 100 Index disclaimer

The Account is not in any way sponsored, endorsed, sold or promoted by FTSE International Ltd (“FTSE”) or by the London Stock Exchange Ltd (the Exchange”) or by The Financial Times Limited (“FT”) and neither FTSE, nor Exchange, nor FT makes any warranty or representation whatsoever, expressly or impliedly, either as to the results to be obtained from the use of the FTSE 100 Index (“the Index”) and/or the figure at which the said Index stands at any particular time on any particular day or otherwise.

The Index is compiled and calculated by FTSE. However, neither FTSE, nor exchange, nor FT shall be liable (whether in negligence or otherwise) to any person for any error in the Index and neither FTSE, nor Exchange, nor FT shall be under any obligation to advise any person of any error therein.

“FTSE” is a trademark of the London Stock Exchange Plc and The Financial Times Ltd and is used by FTSE International Ltd under licence.

19 Dunbar Bank – service quality

We’ll try to resolve any problems or queries you have as quickly as possible.

Our Structured Deposits Team is here to help you when you need it. Just give us a call on 020 7758 7431.

If you are not satisfied in any way, you can speak to our Complaints Handling Officer who will review the matter to see if we can help further. If you are still not satisfied, we have a complaints procedure. You can request a copy of our complaints leaflet which explains what you need to do by either calling us on 020 7437 7844 or you can write directly to us at 33 Jermyn Street, London SW1Y 6AD.

Our service commitment to you means that complaints should be resolved between us. But if we have been unable to resolve your complaint, you can write to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

The Financial Ombudsman Service is not obliged to deal with your complaint unless you have followed our complaints procedure. Also, you should be aware that the Ombudsman will normally only consider your case if you've contacted The Financial Ombudsman Service within six months of us completing our internal complaints procedure.

20 Compensation details

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. If we cannot meet our financial obligations to you, you may be entitled to compensation. For further information about the scheme (including the amounts covered and eligibility to claim) please ask us or refer to the FSCS website www.fscs.org.uk or call **0800 678 1100**.

21 Privacy statement

We're committed to keeping your data confidential and will process any information you give us in accordance with the Data Protection Act 1998 ("The Act"). The Act states that personal data must be processed fairly and lawfully. This means you have the right to know how we intend to use your personal data. You can then decide whether you want to provide this information.

Please keep your personal data up-to-date. It's particularly important that you inform us in writing of changes to your address. We will use the first address shown on the application form (or one subsequently notified) for any communication.

We will collect the personal data you've provided. For the purposes of the Act, we will be the Data Controller of this data. We are a member of the Zurich Financial Services Group.

We recognise the need to keep your information confidential. Unless we have your permission to do otherwise, we will only use your personal data as follows:

- To administer your Account.
- For identification when you contact us.
- To help develop new products.
- For fraud prevention.

In addition, we will not reveal your name and address or details about your Account to anyone other than in the following circumstances:

- If we have to give the information by law.
- Where there's a public duty to do so.
- At your request or with your consent.

We may pass your details to companies within the Zurich Financial Services Group for the reasons set out above.

If you have submitted, or are submitting an application to us via a financial adviser we may share any information relating to you and your account(s) with them whilst you hold an account with us. This information may be used by your adviser in connection with providing their service to you.

Additionally, we may use your data to inform you of products or services we believe may be of interest to you. If you do not want to receive this material, please tick the opt-out box when you complete the application form. Subsequently, you can let us know that you don't want these contacts. Just write to us at our registered office.

All countries in the European Economic Area (including the UK) have similar standards of legal protection for your personal information. Dunbar Bank may process payments through other organisations such as banks and the worldwide payments system operated by SWIFT if, for example, you make a CHAPS payment (a form of faster payment) or a foreign payment. Those organisations may process and store information abroad and may have to disclose it to foreign authorities (including those outside the European Economic Area, in which case your personal information may not be protected to standards similar to those in the UK), for example to help them in the fight against crime and terrorism.

Under the Act, you're entitled to ask us for a copy of the personal data we hold about you on our computer systems and some manual filing systems. This is called a 'subject access request'. We have the right to charge you for this.

You also have the right to have inaccurate personal data corrected. If you want to make a subject access request, write to our Data Protection Officer at 33 Jermyn Street, London SW1Y 6AD.

We may record telephone calls to check we've acted on your instructions correctly and to ensure we're maintaining a quality service.

22 Cancellation rights

You are entitled to cancel your Account without penalty within 14 days of our receiving your application. You can do this by writing to the Structured Deposits Team, Dunbar Bank plc, 33 Jermyn Street, London SW1Y 6AD. Alternatively you can complete the 'Cancellation Rights' form which will be provided.

23 Money laundering

We are responsible for compliance with the Financial Services Authority's money laundering rules, and as a consequence you may be required to provide proof of identity at maturity if you require any of your Deposit to be repaid to anyone other than the original Account holder(s) or any other Accounts from which the Deposit came.

24 Changes to Key features and terms and conditions

We may make changes to these Key features and terms and conditions, or any Key features and terms and conditions supplemental to them.

Whenever we make changes to the Key features and terms and conditions, such changes will not take effect until at least 60 days after a notice of variation has been dispatched by post to your last recorded address.

25 Intended Accountholders

The Account is available to residents of the UK, Channel Islands and Isle of Man, who are neither citizens nor nationals nor residents of the United States of America or Brazil. It is also available to UK based companies, charities, trusts, clubs, SIPPs, SSAS and Offshore Bonds.

26 Miscellaneous

A person who is not a party to this agreement shall have no rights under the contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this shall not affect any right or remedy of a third party which exists or is available apart from under that Act.

This agreement is governed by and construed in accordance with English Law. For our exclusive benefit, should a dispute arise in connection with your Account it shall be resolved through the exclusive jurisdiction of the English courts.

If a competent authority finds any part of these Key features and terms and conditions invalid, unlawful, or unenforceable to any extent, we shall delete the relevant term or part. The remaining Key features and terms and conditions shall continue to be valid and enforceable to the fullest extent permitted by English Law.

In these Key features and terms and conditions, unless the context otherwise requires, singular includes the plural and vice versa. Headings do not affect the interpretation of any provision.

We may assign or transfer any of our rights and duties under these Key features and terms and conditions to any person. You may not assign or transfer any of your rights or duties under these Key features and terms and conditions.

In addition, the following Key features and terms and conditions apply to the Zurich Equity Linked Growth Account 2 Cash ISA.

This Individual Savings Account (ISA) is a Cash ISA as defined by the Regulations. If you take one out you will be subscribing to a Cash ISA and consequently you cannot subscribe to another Cash ISA within the same Tax Year.

27 Cash ISA definitions

In the following Key features and terms and conditions, the words and phrases listed below have the following meanings:

"Cash ISA" an ISA which has been designated as a Cash ISA under the Regulations.

"ISA" the Zurich Equity Linked Growth Account 2 ISA, subject to these Key features and terms and conditions.

"ISA Accountholder" someone who has an ISA with Dunbar Bank.

"ISA Applicant" an individual who has applied for an ISA but has yet to be accepted as an ISA Accountholder.

"ISA Deposit" the amount deposited by you in an ISA, less any ISA Withdrawals or an ISA Transfer, as confirmed in writing to you by Dunbar Bank.

"ISA Transfer" the balance of the ISA, less ISA Withdrawals, to be transferred to another ISA provider.

"ISA Transfer Fee" the amount you have to pay if you wish to transfer your ISA to another ISA provider before the Expiry Date or where we become aware that your ISA is void for any reason.

"ISA Withdrawal" any transaction, initiated at your request, which has the effect of reducing your ISA Deposit.

"ISA Withdrawal Fee" the amount you have to pay each time on making an ISA Withdrawal during the term of your ISA.

"Regulations" the Individual Savings Account Regulations 1998 as amended from time to time.

"Stocks and Shares ISA" an ISA that has been designated as a Stocks and Shares ISA under the Regulations.

28 ISA Withdrawals

On your written instructions, all or part of the ISA Deposit shall be paid to you subject to the following:

- The ISA Withdrawal must be for a minimum of £500.
- You must agree to the ISA Withdrawal Fee in writing.

A separate ISA Withdrawal Fee will apply to each ISA Withdrawal made.

The ISA Withdrawal Fee comprises:
 $(\text{ISA Withdrawal} \times (\text{Bank Base Rate} + 1.5\%) \times n \div 365) + \text{£}100$.

Where 'n' equals the number of days from the date we receive your request until the Expiry Date.

We will notify you in writing of the amount of the ISA Withdrawal Fee applicable to each ISA Withdrawal. You should be aware that the ISA Withdrawal Fee could be substantial.

If you still wish to make an ISA Withdrawal, we must receive your signed instruction and ISA Withdrawal Fee or your authority that we may deduct this from your Account.

Once an ISA Withdrawal has been processed, it cannot be varied, amended or cancelled.

You are not permitted to overdraw your ISA. Money withdrawn from your ISA cannot be replaced.

29 Transfer of your ISA to another ISA provider

On your written instructions, your Cash ISA Deposit can be transferred to another Cash ISA provider. We will do this without any loss of ISA benefits subject to:

- the Regulations
- your giving us 30 days' notice in writing
- your ISA Deposit being transferred in full (partial transfers are not permitted)
- our sending the transfer amount directly to the new ISA provider
- the payment of the non-refundable ISA Transfer Fee which cannot be deducted from the money held in your ISA and must be paid separately to us before the transfer takes place.

The ISA Transfer Fee is calculated as follows:

$$\text{ISA Transfer Fee} = (\text{Bank Base Rate} + 1.5\%) \times n \div 365.$$

Where 'n' equals the number of days from the date we receive your request until the Expiry Date.

You should be aware that the ISA Transfer Fee could be substantial.

30 Operating the Cash ISA

The ISA is a Cash ISA as defined by the Regulations. By taking one out, you will be subscribing to a Cash ISA and cannot subscribe to another Cash ISA within the same Tax Year.

The ISA is subject to the Regulations that also apply to you personally when you take out an ISA. In order for your ISA to qualify for the special tax treatment as an ISA it must operate within the Regulations.

The Regulations require that:

- you must be aged 16 or over to open a Cash ISA
- you must be resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of the Income Tax (Earnings and Pensions) Act 2003 (Crown employees serving overseas) are treated as being performed in the United Kingdom, or are married to, or in a civil partnership with, a person who performs such duties. You will inform Dunbar Bank if you cease to be so resident and ordinarily resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties
- all subscriptions made to your ISA belong to you
- an ISA may only be held by an ISA Accountholder in his or her sole name
- the ISA Deposit will be, and must remain, in the beneficial ownership of the ISA Accountholder

- an ISA may not be transferred from one ISA Accountholder to another
- your ISA must not be used as security for a loan.

Your ISA will only be opened providing:

- you are eligible to open a Cash ISA and we hold a correctly completed and valid ISA application form
- the amount to be deposited in your Cash ISA does not exceed your Cash ISA subscription allowance for the Tax Year 2009/10.

The ISA can accept transfers in of money subscribed to Cash ISAs in previous Tax Years and/or the total of any subscriptions made in the current Tax Year.

We will notify you in writing if we become aware that your ISA has been made or will become void by reason of any failure to satisfy the provisions of the Regulations. In these circumstances we will give you the option to:

- transfer the funds deposited into a non-ISA Zurich Equity Linked Growth Account 2, or
- repay to you all or part of the funds held in your ISA, as instructed by HM Revenue & Customs, after deducting any tax that we are required to keep back under the Regulations and subject to the deduction of an ISA Withdrawal Fee.

Your ISA cannot be transferred to another ISA with us until the Expiry Date.

Should we, as the ISA provider, delegate any of our functions or responsibilities under the terms agreed with the ISA Accountholder, we will satisfy ourselves that any such person is competent to carry out those functions and responsibilities.

31 Taxation

Subject to current Regulations, all interest earned on your ISA will be tax-free. The law relating to taxation can change and favourable tax treatment may not be maintained.

32 Death of the ISA Accountholder

In the event of the death of the ISA Accountholder, we will transfer the ISA Deposit to a non-ISA Zurich Equity Linked Growth Account 2 whilst we await the instructions from your personal representatives. Responsibility will pass to the executors/administrators of the Accountholder on production of a valid Grant of Probate/Letters of Administration.

They can either request early closure of the Account, in which case no Withdrawal Fee will be charged and no interest paid, or hold the Account until the Expiry Date.

Where repayment is requested following death, proof of death will also be needed. We will determine what evidence is, in our reasonable opinion, sufficient proof for these purposes.

These Key features and terms and conditions are available in large print, audio cassette, CD and Braille.

If you want a copy in any of these formats, please do not hesitate to contact us at 33 Jermyn Street, London SW1Y 6AD or call us on 020 7758 7431.

