



# Personal Loans Terms & Conditions

**THE BANK OF YOU**

This is an important legal document. You should read it carefully and keep it for future reference.

This document contains the terms and conditions that will apply to your personal loan. It is an important document and we recommend that you read it carefully

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## 1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions and in the Credit Agreement unless the context otherwise requires:

**Account** means the loan account in the name of the Borrower;

**Accountholder(s)** means the Borrower(s) in whose name(s) the Account is held;

**Borrower** means the person or persons to whom the Loan is being made available and each of their personal representatives and permitted assigns;

**Credit Agreement** means the credit agreement entered into between the Lender and the Borrower setting out the specific terms and conditions of the Loan;

**Common Reporting Standard (CRS)** means the single global standard on Automatic Exchange of Information (AEOI) under which, participating jurisdictions will be required to exchange certain information held by financial institutions regarding their non tax resident customers. Legislation to implement the CRS in Ireland was introduced in Finance Act 2014 by inserting Section 891F of the Taxes Consolidation Act 1997, and Regulations (Statutory Instrument 583 of 2015) came into effect on 31 December 2015;

**Data Protection Documents** means the Data Protection Notice and the Privacy Statement as amended, extended or replaced from time to time for such reasons as KBC deems reasonable and/or necessary;

**Data Protection Law** means all legislation and regulations relating to the processing and protection of personal data including (without limitation) the Data Protection Acts 1988 and 2003, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, the EU Data Protection Directive 95/46/EC, the Data Protection (Registration) Regulations 2001, the Data Protection Act 1988 (Section 16(1)) Regulations 2007, the General Data Protection Regulation (EU) 2016/679, and the Personal Data Security Breach Code of Practice issued by the Data Protection Commissioner relating to the processing of personal data or privacy or any amendments, and re-enactments thereof;

**Data Protection Notice** means the data protection notice produced by us to explain the terms on which any personal data received in connection with your Accounts will be collected and used by us or on our instruction and the mechanisms by which you can exercise your rights pursuant to Data Protection Law. The Data Protection Notice may be accessed online at [www.KBC.ie](http://www.KBC.ie);

**Digital Service** means together the Online Service and Mobile Service;

**Direct Debit** means where the customer permits someone else (recipient) to instruct the account provider to transfer money from the customer's Account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary;

**Event of Default** means any of the events set out in clause 16.1 (Events of Default);

**"FATCA"** means the Foreign Account Tax Compliance Act a U.S. piece of legislation whose overall aim is to combat tax evasion by improving the exchange of information between tax authorities in relation to U.S. citizens and residents who hold assets off-shore. In 2012, the Irish Government signed an Intergovernmental Agreement with the U.S. in relation to the implementation of FATCA in Ireland. This Agreement provides for a bilateral and reciprocal exchange of information with the U.S. in relation to accounts held in Irish financial institutions by U.S. persons, and accounts held in U.S. financial institutions by Irish tax residents. The legislation to implement the Intergovernmental Agreement - Section 891E, Taxes Consolidation Act 1997 - was inserted by Section 32, Finance Act 2013 and the Regulations (Statutory Instrument 292 of 2014) came into force from 1 July 2014;

**Lender** means KBC Bank Ireland plc and includes its successors and assigns;

**Loan** means the amount proposed to be advanced to the Borrower on foot of the Loan Agreement or, as the context may require, advanced and for the time being outstanding;

**Loan Agreement** means both the Credit Agreement and these Terms and Conditions;

**Maturity Date** means the date on which the final instalment is due. This will be advised on drawdown and may change during the term of the Loan with the agreement of the Borrower and the Lender;

**Mobile Services** means the services that can be accessed through the KBC Mobile Banking App;

**Online Services** means the services that can be accessed through the online banking functionality available on the Website;

**Privacy Statement** means the privacy statement for mobile and online banking which outlines how we deal with any personal data provided while visiting our website, while using our mobile banking applications (Apps) or when interacting with us through any of our social media or other interactive channels. The Privacy Statement may be accessed online at [www.KBC.ie](http://www.KBC.ie); and

**Terms and Conditions** means these Personal Loan General Terms and Conditions as amended from time to time in accordance with clause 33 (Amendment).

**Website** means www.kbc.ie.

- 1.2 In these Terms and Conditions the headings are for convenience only and shall not affect the interpretation of these Terms and Conditions. As the context admits or requires references in these Terms and Conditions to any gender include all genders and references to the singular include the plural and vice versa and references to any legislation includes references to that legislation as amended or re-enacted from time to time and, unless otherwise stated references to clauses are references to clauses in these Terms and Conditions.

## **2 STANDARD CONDITIONS**

- 2.1 In addition to the terms and conditions set out in the Credit Agreement the Loan is also subject to these Terms and Conditions.
- 2.2 To the extent that there is any conflict between the Credit Agreement and these Terms and Conditions, the Credit Agreement shall prevail except with respect to Clause 5 of these Terms and Conditions which shall have precedence over the Credit Agreement.
- 2.3 These Terms and Conditions are effective for all Credit Agreements dated on or after 25th March 2018. For existing Borrowers these Terms and Conditions are effective from 25th May 2018 until further notice.

## **3 RIGHT OF WITHDRAWAL**

- 3.1 The Borrower has a 14 day period in which the Borrower may withdraw without giving any reason from the Loan Agreement. This period begins on the drawdown of the Loan or, if later, the date the Borrower receives a copy of the Loan Agreement.
- 3.2 If the Borrower wishes to exercise this right of withdrawal, the Borrower must send a written notification by registered post or hand delivery to Customer Services, KBC Bank Ireland plc, Sandwith Street, Dublin 2.
- 3.3 If the Borrower withdraws from the Loan within the 14 days, the Borrower must pay to the Lender the capital amount of the Loan drawn down and the interest accrued thereon (at the rate set out in clause 7 (Interest)) from the date the Loan was drawn down until the date the capital is repaid, without undue delay and in any event no later than 30 days after the notice of withdrawal has been sent to the lender. The amount of interest that would be payable per day is set out in the Credit Agreement (figure quoted assumes the entire Loan is outstanding).
- 3.4 If you do not exercise your right to cancel the Loan Agreement the Terms and Conditions will continue to apply.

## **4 PURPOSE**

The Borrower will only use the Loan for the purpose stated in the Credit Agreement. However, the Lender is not obliged to monitor the use of the Loan.

## **5 REPAYMENT**

- 5.1 The Loan and all interest thereon shall be repaid by monthly instalments by way of Direct Debit from the Borrower's current account.
- 5.2 The first repayment of interest and principal will be due one calendar month from the date of drawdown of the Loan and thereafter on the same date in each month for the Period of Agreement unless otherwise agreed with the Lender.
- 5.3 The Borrower may select any date in a month as a repayment date however if the Borrower selects an alternative repayment date this may impact the period of agreement, the amount of each of instalment and the Total Cost of Credit. If the Borrower selects an alternative repayment date the first repayment must be made at least 10 business days after the drawdown of the Loan and be within the same calendar month or the succeeding calendar month after drawdown and thereafter on the same date in each calendar month for the Period of Agreement.
- 5.4 The Total Cost of Credit is divided by the number of instalments and rounded to the nearest cent. Any difference due to the rounding will be reflected in the last repayment.
- 5.5 If a repayment is due on the 29th, 30th or 31st of a month and there is no such date in a given month the repayment will be due on the last day of the month.
- 5.6 If any repayment falls due on a non business day it will be collected on the next business day after it falls due.

## **6 EARLY REPAYMENT**

- 6.1 The Borrower may, on giving notice to the Lender, at any time prior to the Maturity Date repay all or part of the Loan provided that at the time of such repayment the Borrower also pays all accrued but unpaid interest on the amount repaid and any broken funding compensation payable under clause 12 (Broken Funding Compensation) as a result of the early repayment and any other costs and expenses then outstanding in respect of the Loan.

- 6.2 Any early repayment which the Borrower makes will be applied in reduction of the Loan and will result in a reduction of the term of the Loan and to the cost of the credit but will not reduce the amount of the repayment instalments payable by the Borrower.
- 6.3 Notice of any early repayment can be given in writing to Customer Services, KBC Bank Ireland plc. Sandwith Street, Dublin 2 or by telephone to 1800 93 92 44 or email to customerservices@kbc.ie.

## **7 INTEREST**

- 7.1 The Borrower will pay interest on the Loan at the rate set out in the Credit Agreement. Save as set out in clauses 8 (Late Payment Interest) and 9 (Increased Costs) this rate is fixed for the term of the Loan.
- 7.2 Interest will accrue on the balance outstanding from day to day on the basis of a 360 day year and 12 30 day months or on such other basis as the Lender may determine from time to time, except for the first and last interest payment.
- 7.3 The APR set out in the Credit Agreement is calculated on the basis of the following assumptions:-
- 7.3.1 that all payments in connection with Loan will be made when due and no arrears or late payment interest charges as set in clause 8 (Late Payment Interest) will be chargeable in connection with the Loan;
  - 7.3.2 that the Loan will not be repaid early; and
  - 7.3.3 that none of the charges set out in clauses 9 (Increased Costs), 10 (Gross Up of Payments), 11 (Costs and Fees) and 12 (Broken Funding Compensation) of these Terms and Conditions are applicable to the Loan.
- 7.4 Where the rate of interest specified in the Loan Agreement is less a discount as determined by the Lender at its discretion from time to time, the availability of the discount rate shall be subject to the Borrower satisfying the conditions pertaining to the discount rate as determined by the Lender from time to time. If the Borrower fails to meet or ceases to comply with the conditions pertaining to the discount rate, the Lender reserves the right at its absolute discretion to withdraw the discount rate from the Borrower. If the Lender does withdraw the discount rate from the Borrower the prevailing rate of interest applicable to the Loan shall be the interest rate applicable to the Loan at the time the discount is withdrawn duly increased by the amount of the discount that applied.

## **8 LATE PAYMENT INTEREST**

In addition to any interest due under clause 7 above, If any amount due and payable in connection with the Loan Agreement is not paid on the due date then such amounts in arrears shall bear additional interest at the rate of 1% per month or part of a month.

## **9 INCREASED COSTS**

If as a result of any law or regulation or any direction of a regulatory authority, the cost to the Lender of providing the Loan is increased or its profit on the Loan is reduced, the Borrower must pay such increased interest as is necessary to compensate the Lender for such increased cost or reduction in profit.

## **10 GROSS UP OF PAYMENTS**

The Borrower will make all payments under the Loan without set-off or counterclaim and (save as required by law) free and clear of any withholding or deduction for any present or future taxes duties or other charges. If the Borrower is obliged by law to make any such withholding or deduction, the Borrower will pay to the Lender additional amounts to ensure that the Lender receives a net amount equal to the full amount it would have received if no such withholding or deduction had been required.

## **11 COSTS AND FEES**

The Borrower must immediately on demand pay to the Lender on a full indemnity basis all costs and other expenses (including, without limitation, legal fees) reasonably incurred by the Lender in connection with the preservation, perfection or enforcement of its rights under or in connection with the Loan Agreement.

## **12 BROKEN FUNDING COMPENSATION**

- 12.1 In the event of an early repayment of the Loan (whether under clause 6 (Early Repayment) or clause 17 (Termination)), the Borrower shall pay broken funding compensation to the Lender in respect of costs directly incurred by the Lender as a result of the early repayment of the Loan occurring during a period for which the interest rate payable on the Loan is fixed. Such compensation shall not exceed:
- 12.1.1 0.5% (if one year or less of the term of the Loan remains); or

12.1.2 1% (if more than one year remains),

of the amount of the Loan repaid early, and in any event, will not exceed the amount of Interest the Borrower would have paid on the amount repaid early during the period between the early repayment and the Maturity Date had it remained outstanding.

- 12.2 Broken funding compensation will only be payable should the amount of the early repayment exceed €10,000 within any 12 month period and will be calculated as follows:

AxB

Where: A is the amount repaid early and B is the percentage determined in accordance with clause 12.1.

Where the sum of €12,000 is repaid in the last 12 months of the term of the Loan the broken funding compensation would be

€12,000 x 0.5% = €60

## 13 CERTIFICATE OF LENDER CONCLUSIVE

A certificate of the Lender as to the amount which is payable in connection with the Loan shall, in the absence of manifest error and until the contrary is proved, be conclusive for the purpose of the Loan Agreement.

## 14 METHOD OF PAYMENT

All payments by the Borrower in connection with the Loan shall, unless otherwise agreed with the Lender, be made by Direct Debit and the Borrower undertakes to complete any Direct Debit orders which the Lender may require. The Borrower agrees that a Direct Debit order given by the Borrower in connection with this Loan can be relied upon by the Lender for any other loan and vice versa.

## 15 TIME AND METHOD OF PAYMENT OF THE ESSENCE

For the purposes of this Loan Agreement, both time and method of payment are of the essence.

## 16 EVENTS OF DEFAULT

- 16.1 On the occurrence of any of the following events, the obligation of the Lender to advance the Loan or any part of it shall absolutely cease and if the Loan has been advanced the Lender may demand repayment thereof (together with all accrued but unpaid interest and all other sums payable in respect to or in connection with the Loan):

- 16.1.1 if he defaults in the payment of any sum due in connection with the Loan, or if he defaults in the performance of any other term or condition contained in this Loan Agreement or any other agreement with the Lender or any company within the KBC Bank NV Group; or
- 16.1.2 if any warranty, statement or representation made by him to the Lender is untrue in any material respect; or
- 16.1.3 if he breaches any other obligation to the Lender; or
- 16.1.4 if the Lender receives notice of attachment in relation to him from the Revenue Commissioners pursuant to Section 1001 and/or Section 1002 of the Taxes Consolidation Act 1997; or
- 16.1.5 if any judgement or order is made against him and is not wholly stayed or complied with within a period of 10 days from the date of the judgement or order; or
- 16.1.6 if a distress or execution is levied upon or effected against any of his property; or
- 16.1.7 if a receiver or other similar officer is appointed over any of his assets or other steps are taken to enforce any mortgage, charge, pledge or lien granted by him; or
- 16.1.8 if he stops payment of his debts; or
- 16.1.9 if he enters into an arrangement or composition with his creditors (including without limitation any arrangement under the Personal Insolvency Act 2012) without the prior approval in writing of the Lender; or
- 16.1.10 if a Protection Certificate is issued in respect of the Borrower under the Personal Insolvency Act 2012 or if he commits any act of bankruptcy or any order is made declaring him bankrupt; or
- 16.1.11 if he dies or becomes of unsound mind; or
- 16.1.12 if any event occurs which in the opinion of the Lender is likely to have a material adverse effect on his ability to repay the Loan or is detrimental to the interests of the Lender.

- 16.2 For the avoidance of doubt, where the Borrower comprises two or more persons, the occurrence of any of the events specified in clause 16.1 in relation to one or more, but not all, of such persons shall constitute an Event of Default.

- 16.3 Charges which the Borrower may become liable for on the occurrence of an Event of Default are as follows:

- 16.3.1 if any amount due and payable in connection with the Loan Agreement is not paid on the due date then such amounts in arrears shall bear interest at the rate of 1% per month or part thereof; and

16.3.2 the amounts due under clause 12 (Broken Funding Compensation) and any costs or expenses due under Clause 11 (Costs and Fees) of these Terms and Conditions.

## 17 TERMINATION

17.1 If an Event of Default occurs the Lender may provide the Borrower with a notice in writing (a 'Termination Notice') of its intention to terminate the Loan Agreement specifying therein the nature of the alleged breach and that unless within 21 days of the receipt of the Termination Notice the Borrower either:

17.1.1 (where the breach is capable of remedy), remedies the breach specified in the Termination Notice in a manner satisfactory to the Lender in its absolute discretion; or

17.1.2 (where the breach is not capable of remedy), the Borrower pays to the Lender such sum as the Lender requires in its absolute discretion as compensation for the breach of the Termination Notice, the Lender may terminate the Loan Agreement.

17.2 If following receipt of a Termination Notice the Borrower fails, within 21 days of receipt of such notice, to, as the case may be, remedy the breach or pay the compensation specified in the Termination Notice, the Lender will no longer be obliged to provide the Loan and the Borrower must immediately repay the Loan together with accrued but unpaid interest thereon and all, charges costs, expenses outstanding in respect of the Loan (including, any broken funding compensation payable under clause 12 (Broken Funding Compensation)).

17.3 The Lender may withdraw the Loan at any time prior to its drawdown.

## 18 NO COMMITMENT TO FURTHER LOANS

Nothing in the Loan Agreement shall be construed as requiring the Lender to provide any further loan or other credit facilities to the Borrower and the provision of any further loans or other credit facilities shall be solely at the discretion of the Lender.

## 19 JOINT AND SEVERAL LIABILITY

19.1 If there is more than one Borrower, their liability in respect of the Loan shall be joint and several and the act or default of any of them shall be deemed to be the act or default of all of them. The Lender may grant time or indulgence to, or release, any of the Borrowers or enter into any composition or arrangement with any of them without affecting the Lender's rights against the other Borrowers.

19.2 Each of the Borrowers who has effectually executed the Loan Agreement shall be bound by its terms even if any other person intended or expressed to be bound by its terms is not so bound.

19.3 None of the Borrowers shall as against the Lender be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness, obligations or liabilities of any of the other of the Borrowers or be entitled in competition with or priority to the Lender to claim or exercise any of the rights (in the nature of contribution or otherwise) of one joint (or joint and several) debtor against another.

## 20 REPRESENTATIONS AND WARRANTIES

20.1 The Borrower hereby warrants to the Lender that:-

20.1.1 all information supplied by the Borrower to the Lender is true, accurate and complete in all material respects;

20.1.2 the Borrower has made full disclosure to the Lender of all information relating to the Borrower as are material or ought to be made known to any bank proposing to provide a Loan to the Borrower;

20.1.3 there are no pending or to the best of the Borrower's knowledge, information and belief any threatened actions or legal proceedings before any court or tribunal against the Borrower nor are there any insolvency proceedings pending or threatened against the Borrower;

20.1.4 the Borrower has not applied for a Protective Certificate or been subject to a Debt Relief Notice, Debt Settlement Arrangement or Personal Insolvency Arrangement under the Personal Insolvency Act 2012;

20.1.5 the entering into the Loan and the acceptance of the Loan Agreement by the Borrower and the performance of the Borrower's obligations thereunder will not violate any applicable law or regulation or any agreement or document to which the Borrower is a party or which is binding on the Borrower; and

20.1.6 there has been no adverse material change in the financial circumstances of the Borrower.

These warranties are deemed to be given on the execution of the Credit Agreement, and on each day that interest is payable in respect of the Loan.

20.2 The Borrower hereby covenants with the Lender that the Borrower shall supply to the Lender such forms, documentation and other information relating to its status under FATCA as the Lender reasonably requests in connection with FATCA.

## 21 DATA PROTECTION

- 21.1 The Data Protection Documents set out in detail how we may use your personal information and our obligations under Data Protection Law. We keep the Data Protection Documents under regular review and any amendments and/ or updates we make will be reflected in the relevant Data Protection Document which is accessible online at [www.KBC.ie](http://www.KBC.ie). Hard copies of the Data Protection Notice can also be obtained from any of our Hubs or on request from KBC Customer Service Representatives by phone or by email. Should there be any conflict between these Terms and Conditions and the Data Protection Documents, these Terms and Conditions shall prevail.

## 22 CREDIT REFERENCING AND REPORTING

- 22.1 The Borrower acknowledges that, as part of the Lender's normal procedures, it may carry out searches against the Borrower in the records held by credit reference agencies (including the Irish Credit Bureau and/or Central Credit Register) in connection with the Account and will also supply information to them about the Borrower. These searches will be conducted each time the Borrower applies for a new credit card, overdraft, or other credit facility and at the time of any extension review or variation of an existing credit arrangement (e.g. annually in the case of an approved overdraft facility or if the Borrower seeks a limit increase on their credit card). Searches may also be conducted in the event of any breach by the Borrower of any credit agreement with the Lender.
- 22.2 The Borrower should note that credit reference agencies will keep, for a period of at least 5 years, a record that a search has been made, and they will inform anyone else carrying out a similar search of the other searches made against the Borrower in the previous two years.
- 22.3 The Borrower acknowledges that the Lender, members of the KBC Bank Group and any of its successors may carry out searches of the record held by the credit reference agencies, and will supply information to such agencies in relation to the Borrower and in relation to the conduct of the Account.
- 22.4 The Lender may use and retain any information received as a result of a credit search to (i) make credit decisions in relation to the Borrower and (ii) to review the operation, management and performance of a credit facility provided by it, (iii) to help detect or prevent fraud and/or (iv) for statistical purposes.

**NOTICE: Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the Central Credit Register. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements**

## 23 TELEPHONE RECORDING AND ELECTRONIC COMMUNICATIONS

- 23.1 Subject to applicable law, the Lender may contact the Borrower by post, phone, fax, email, online or in person.
- 23.2 When the Borrower contacts the Lender about the Account, the Lender may ask the Borrower to confirm answers to previously nominated security questions. If the Borrower is unable to answer these correctly or if for any reason the Lender doubts the validity of the inquirer it can request that the queries be submitted in writing, signed by the Accountholder(s).
- 23.3 Electronic Communications and Phone Calls
- 23.3.1 Your information may be processed, recorded and retained by us in electronic form. You agree, pursuant to the Electronic Commerce Act 2000, that KBC may communicate with you electronically in relation to your Account(s), and that it may rely on such electronic communications, records, originals and documents in any dealing with you. You shall not object to any electronic records being relied upon by us, including in any litigation, proceedings or other dispute proceedings' purely because they are in electronic form and may not be the best evidence available as to the matters to which they relate.
- 23.3.2 We may also monitor and record telephone calls made to and from us for fraud and crime prevention, to assist in improving customer services, to evidence instructions or to prevent or resolve disputes. You hereby consent and agree, pursuant to the Electronic Commerce Act 2000, to any such recording or transcript thereof being used in evidence in any litigation, arbitration, or other dispute proceedings.
- 23.4 The Borrower hereby authorises the Lender to accept as legally binding and to act upon instructions communicated or transmitted to it by the Borrower or on their behalf by telephone, facsimile, electronic mail or any other electronic communications network or system operated by the Lender ('electronic communications') as well as those delivered by hand, post or courier. The Lender is not obliged to accept and act upon such instructions however such instructions shall be binding on the Borrower and unless the Lender specifically requests it, no written confirmation is required before the Lender can act on such electronic instructions. The Lender shall not be required to inquire further into the authenticity and genuineness of the person purporting to communicate the instructions and shall be entitled to presume that the person it is dealing with is who they purport to be (subject to the Lender acting reasonably and in good faith) and that they are duly authorised to give such instructions. The Lender may however at its absolute discretion seek such further authentication and/or confirmation in relation to the instructions as it determines to be necessary in the circumstances which may include requiring the Accountholder(s) to furnish such instructions in writing.

- 23.5 The Lender shall not be liable, responsible or accountable for any consequence arising due to any misinterpretation of, non-receipt or delay in receipt of, the non-transmission or loss in transmission of, or the illegibility of, the electronic communication containing the instruction.
- 23.6 In consideration of the Lender accepting instructions by way of electronic communication, the Borrower hereby undertakes to indemnify the Lender and keep it indemnified against all losses, claims, proceedings, actions, damages, costs, fees and expenses of whatever nature, howsoever incurred or sustained by it arising out of or in connection with such instructions so long as the Lender has acted reasonably and in good faith.

## 24 CONFIDENTIALITY

- 24.1 The Lender observes a duty of confidentiality about the financial affairs of the Borrower. The Lender shall be entitled and the Borrower hereby authorises the Lender (without the need for any further consent from or notice to the Borrower) to provide any information concerning the Borrower to:
- 24.1.1 any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor of the Lender and its respective officers, employees, agents and advisers;
  - 24.1.2 any credit reference agency;
  - 24.1.3 any other member of the KBC Bank Group and their respective officers, employees, agents and advisers;
  - 24.1.4 any person with whom the Lender has entered or proposes to enter into contractual relations or who provides or proposes to provide services to the Lender in connection with the Account and their respective officers, employees, agents and advisers;
  - 24.1.5 (if there is more than one Borrower) the other Borrower and their respective advisers, and
  - 24.1.6 to third parties (including without limitation law enforcement authorities) where the Lender is permitted, required or compelled to do so but only to the extent required by law or by the rules of any regulatory authority to which the Lender is subject to
- 24.2 The Lender may (without the need for any further consent from or notice to the Borrower) make such enquires about the Borrower as the Lender from time to time considers appropriate.
- 24.3 Insofar as the information mentioned in this Clause 24 consists of personal data within the meaning of Data Protection Law the authority contained in this clause shall be a consent for the purposes of such laws.

## 25 SET-OFF

- 25.1 The Lender may at any time and from time to time, as a continuous right, without notice or demand:
- 25.1.1 apply in or towards satisfaction of any of the Borrower's obligations to the Lender (whether present or future, whether actual or contingent, whether incurred by the Borrower alone or with others or as principal or surety and whether or not then due) any monies (whether or not then due and irrespective of the currency of same) standing to the Borrower's credit with any of its offices; and
  - 25.1.2 combine or consolidate all or any of the Borrower's accounts including the Account (whether or not then due and irrespective of the respective currencies thereof or the location of the Lender's office(s) where they are maintained and whether maintained in the name of the Borrower or the name of the Lender).
- 25.2 Where such application or combination requires the conversion of one currency into another, such conversion shall be calculated at a market rate of exchange customarily utilised by the Lender in the usual course of its business (as conclusively determined by it).
- 25.3 The Lender's rights under this Clause 25 are without prejudice to, and in addition to, any right of set-off, combination, consolidation or other similar right to which it may at any time be otherwise entitled (whether by operation of law, contract or otherwise) in any jurisdiction.

## 26 NOTICES

- 26.1 Letters to the Lender can be posted to or delivered by hand and should be addressed to KBC Customer Services, KBC Bank Ireland plc., PO Box 12421, Sandwith Street, Dublin 2.
- 26.2 Any notice, request, demand or statement shall be deemed given to you:
- 26.2.1 if sent by prepaid registered or ordinary post within 48 hours after being sent to your last known address;
  - 26.2.2 if uploaded to your personal e-documents folder on your Digital Service within 48 hours after being sent;
  - 26.2.3 if sent by SMS within 48 hours after being sent to your last known mobile number;
  - 26.2.4 if given by hand, when delivered;
  - 26.2.5 if by telex, telefax or facsimile, when the transmission is completed and your answerback signal/facsimile confirmation is received; or,
  - 26.2.6 if sent by email once it has been issued to the email address provided by you, provided that we do not receive a bounce back from this email address.

26.3 Any notice required to be served by the Borrower in connection with this agreement can be served by sending such notice by prepaid ordinary post to KBC Bank Ireland plc, Sandwith Street, Dublin 2, addressed to the Head of Retail Banking and shall be deemed given by the Borrower to the Lender 48 hours after posting.

## **27 ASSIGNMENT**

- 27.1 The Borrower may not assign or otherwise transfer any of their rights, benefits or obligations under this agreement without the Lender's prior written consent. The Lender may (without the need for any further consent from or notice to the Borrower) assign, transfer, mortgage, novate, charge or otherwise grant interests in or dispose of the whole or any part of its rights, benefits and obligations in connection with this agreement and the Account and any reference to the Lender in this agreement shall be deemed to include any assignee, transferee, novatee, mortgagee, chargee, grantee or other disposee and the Lender's successors who shall be entitled to enforce and proceed upon and exercise all rights, powers and discretions under this agreement in the same manner as if named herein.
- 27.2 You irrevocably agree that KBC may (without the need for any further consent from, or notice to you), assign, transfer, or otherwise grant interest in, or dispose of, or otherwise vest in any person the whole or any part of the debt or loan on the Account and/or any security held in respect thereof as part of a securitisation scheme, loan transfer, assignment or otherwise. You further agree to the disclosure of any information relating to the Account for the purposes of such securitisation scheme, transfer, assignment or otherwise.

## **28 SEVERABILITY**

Each of the clauses, sections and sub-sections of the Terms and Conditions is severable and distinct from the others. If at any time such clause, sections or sub-sections is or becomes invalid, illegal or unenforceable, this will not affect the validity, enforceability and legality of any of the other clauses, sections and sub-sections of these Terms and Conditions.

## **29 ILLEGALITY**

If, at any time, it is unlawful for the Lender to make, fund or allow to remain outstanding all or any of the advances made or to be made by it hereunder and/or to undertake or to continue to undertake any existing obligations hereunder the Lender shall, promptly after becoming aware of the same, deliver to the Borrower a certificate to that effect and:

- 29.1 the Lender shall not thereafter be obliged to make advances and/or undertake obligations and/or continue to undertake any existing obligations hereunder to the extent that to do so would be unlawful;
- 29.2 if the Lender so requires, the Borrower shall on such date, and to such extent as the Lender shall have specified, repay any principal amounts due to the Lender together with accrued interest thereon and any other amounts due and payable hereunder; and
- 29.3 the obligations of the Lender hereunder will cease.

## **30 WAIVER**

No time or indulgence which the Lender may extend to the Borrower nor any waiver by the Lender of any condition of the Terms and Conditions shall affect its rights and powers thereunder or affect the Lender's ability to enforce that term or condition at any time in the future.

## **31 ENTIRE AGREEMENT**

The Loan Agreement represents the entire agreement between the Lender and the Borrower in respect of the Loan and supersedes all prior agreements, arrangements, letters and discussions between the Lender and the Borrower in respect of the Loan.

## **32 STATUTORY RIGHTS**

Save to the extent permitted by such law, no provision of the Loan Agreement shall affect the Borrower's statutory rights under consumer credit law (that is to say the law, regulations and statutory codes which govern the Loan). If there is any conflict between the Loan Agreement and such statutory rights, such statutory rights will prevail.

## **33 AMENDMENT**

- 33.1 The Lender reserves the right to amend these Terms and Conditions from time to time. The reasons why the Lender might wish or need to amend these Terms and Conditions include the following:
- 33.1.1 because of changes to technology (including the systems the Lender uses to run its business), changes in the banking system generally, changes in law or regulation (including industry codes and decisions of the Financial Services and Pensions Ombudsman);

- 33.1.2 for promotional reasons, the need to conduct the Lender's business in a prudent or competitive manner; or
- 33.1.3 to make these terms and conditions fairer to the Borrower or easier to understand.
- 33.2 The Lender will give the Borrower at least two months notice of any such amendment unless otherwise permitted by law or unless the change is clearly in favour of the Borrower. Unless the Lender is required by law to use a particular medium, notice will usually be provided via its website, your personal e-documents folder on your Digital Service (where available) or by the Lender placing an advertisement in at least two daily or Sunday national newspapers outlining the changes.
- 33.3 If the Borrower does not wish to accept an amendment, the Borrower may repay the Loan (together with all accrued but unpaid interest thereon) but otherwise without penalty prior to the amendment coming into effect. If the Borrower does not repay the Loan prior to the date on which the amendment comes into effect the Borrower will be deemed to have accepted the amendment.

## **34 POWER OF ATTORNEY**

By way of security for the Borrower's obligations under the Loan Agreement, the Borrower hereby irrevocably appoints the Lender his attorney to do anything which he is required to do by this Loan Agreement. The Lender may delegate this power. The Borrower undertakes to ratify and confirm all things done by the Lender or its delegate in the exercise or purported exercise of this power of attorney.

## **35 COUNTERPARTS**

The Credit Agreement may be signed by the different parties hereto on separate counterparts and if so signed, will be as effective as if all signatures on the counterparts were on a single copy of the Credit Agreement.

## **36 COMPLAINTS**

- 36.1 The Lender prides itself on its customer service and it is its policy to ensure that all of the Borrowers concerns are dealt with fairly and promptly. The Lender aims to provide a quality and professional service to all customers and welcomes the Borrower's suggestions as to how it can improve. If the Borrower has any complaint in relation to the services provided by the Lender he should outline the nature of the complaint to the Lender through its website at [www.kbc.ie](http://www.kbc.ie), by telephone on (01) 6646000 or in writing, addressing it to KBC Bank Ireland Complaints and Resolution Manager. The complaint will be fully investigated by the Lender and a full response will be provided to the Borrower. While the Lender's investigation of any complaint is ongoing, it will provide the Borrower with a regular written update. The Consumer Protection Code requires the Lender to attempt to investigate and resolve a complaint within 40 business days of receipt. However, the Lender generally responds to all complaints within 20 days.
- 36.2 In the event the Borrower is dissatisfied with the outcome of their complaint he/she may be entitled to refer his/her complaint to:-
- Republic of Ireland Customers:-  
Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Telephone (01) 567 7000  
Email:- [info@fspo.ie](mailto:info@fspo.ie) Website:- [www.fspo.ie](http://www.fspo.ie)  
The Financial Services and Pensions Ombudsman may not investigate a matter which is or has been the subject of legal proceedings before a court or tribunal.
- Northern Ireland/United Kingdom Customers:-  
The Financial Ombudsman Service, Exchange Tower, London E14 9SR.  
Telephone 00 44 207 964 0500  
Email:- [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website:- <http://financial-ombudsman.org.uk/>
- 36.3 A copy of the Lender's complaints handling procedure is available on request, please contact the Complaints & Resolution Team on (01) 6646000 or download a PDF brochure from its website which outlines its complaints procedure in full.
- 36.4 Under the EU (Online Dispute Resolution for Consumer Disputes) Regulations 2015, traders such as KBC Bank Ireland who sell services online are obliged to inform consumers of a EU wide online dispute resolution platform for consumers who wish to resolve out of court disputes which have arisen online. The online dispute resolution platform is accessible at <http://ec.europa.eu/consumers/odr/>

## **37 GOVERNING LAW AND JURISDICTION**

- 37.1 The laws of Ireland apply as the basis for establishing relations with the Borrower prior to entering into any agreement with them.

- 37.2 The Borrower agrees that the Account and these Terms and Conditions (including any amendments made thereto) shall be governed by and construed in accordance with the laws of Ireland and that the courts of Ireland shall have exclusive jurisdiction to resolve any disputes arising out of or in connection therewith.

### 38. TAXATION

- 38.1 Financial institutions in Ireland are required as a matter of law to collect information about a customer's tax arrangements. We will make all disclosures and provide all information required by the Revenue Commissioners and any other relevant authorities in accordance with applicable laws and regulations including without limitation FATCA and CRS.
- 38.2 Before you can open an Account and at any time while you continue to hold and operate the Account, you may be required to provide us with certain documentation to confirm your status under CRS and FATCA. We reserve the right not to offer an Account if we do not have satisfactory documentation in respect of FATCA and CRS. You must provide us with a completed and up to date CRS/FATCA self-certification form where there has been a change in your circumstances that may change the CRS/FATCA self-certification that you have previously provided to us.
- 38.3 Please note that KBC are unable to offer taxation advice. For tax related queries please contact your professional tax advisor or the Revenue Commissioners. Further information on CRS and FATCA is available on the Revenue website <https://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/what-is-aeoi.aspx>.
- 38.4 We reserve the right to deduct monies from your Account or any monies we hold on your behalf, in accordance with our legal obligations on the instructions of the Revenue Commissioners including without limitation on receipt of a Notice of Attachment issued pursuant to Section 1001 and/or 1002 of the Taxes Consolidation Act 1997.
- 38.5 We will provide all customer and account information as is required of us on receipt of a Notice from the Revenue Commissioners under Section 906A Taxes Consolidation Act.

**Customer Information Notice:** Under Irish Tax Legislation (Section 891E, Section 891F and Section 891G of the Taxes Consolidation Act 1997 refers), financial institutions including KBC are obliged to collect information on customer's tax arrangements. If you/the Account Holder and in certain circumstances the Controlling Persons has a tax residency outside of the Republic of Ireland or are a U.S. person, we are required to report (where relevant) the following details in respect of all accounts that you hold with us, and where relevant your Controlling Persons, to the Irish Revenue: name, address, date of birth, place of birth, account number, U.S. citizenship and/or jurisdiction(s) of tax residence, Tax Identification Number (TIN), account balance or value at year end, and payments made with respect to the account during the calendar year. Irish Revenue will report this data to the tax authorities of each participating country where the Account Holder and/or Controlling Person is tax resident, or to the IRS in the case of U.S. tax residents and certain U.S. persons. If due to a change in circumstances, the CRS and FATCA self-certification that was provided to us becomes inaccurate, please advise us promptly. You can find more information on <http://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/what-is-aeoi.aspx>

### 39. CONTACT US

You can contact us:

- (a) in person by calling into any of our offices the location of which are set out on our website or
- (b) by telephone at 1800 93 92 44 or
- (c) by email at [customerservices@kbc.ie](mailto:customerservices@kbc.ie) or
- (d) by writing to KBC Bank Ireland Plc., PO Box 8666, Sandwith Street, Dublin 2.

# THE BANK OF YOU

KBC Bank Ireland plc. is registered in the Republic of Ireland. The registration number is 40537 and the registered office is Sandwith Street, Dublin 2. KBC Bank Ireland plc is regulated by the Central Bank of Ireland.

KBC/1256-3 (R03/18)