

# KBC BANK IRELAND HOMELOAN APPLICATION DECLARATION, AUTHORISATION AND CONSENT

KBC Bank Ireland · Sandwith Street, Dublin 2 · Tel 01-664 6500 · Fax 01-664 6599 · Email bsc@kbc.ie

## YOUR PERSONAL DETAILS - ALL APPLICANTS

### Primary applicant

Mr/Mrs/Miss/Ms/Dr

Surname

First name

Maiden name

Sex M  F

Address

Please state county. If Co. Dublin specify Dublin City/South Dublin/Fingal/Dun Laoghaire-Rathdown. If Co. Tipperary specify North or South. For counties Cork, Limerick, Waterford and Galway you must specify if city or county.

Date of birth

Occupation

Mobile Number

Home Number

Work Number

Email Address

Country of Birth

Nationality

Place of Birth (e.g. County/City)

Length of time at current address

Last address if less than 3 years at above address

Are you Married  Remarried  Single   
Separated  Divorced  Widowed   
Cohabiting

Are you Owner  Private rented  Local Authority Rented

Living with relatives  Other  (if renting - monthly rent € )

Number of children  Ages

Are there any other persons over the age of 17 years, who will occupy the property? YES  NO  If yes, how many?

### Secondary applicant

Mr/Mrs/Miss/Ms/Dr

Surname

First name

Maiden name

Sex M  F

Address

Date of birth

Occupation

Mobile Number

Home Number

Work Number

Email Address

Country of Birth

Nationality

Place of Birth (e.g. County/City)

Length of time at current address

Last address if less than 3 years at above address

Are you Married  Remarried  Single   
Separated  Divorced  Widowed   
Cohabiting

Are you Owner  Private rented  Local Authority Rented

Living with relatives  Other  (if renting - monthly rent € )

Number of children  Ages

#### APPLICANT 1

YES  NO

#### APPLICANT 2

YES  NO

1. Are you an employee or director of KBC Bank Ireland plc?  
If YES, please provide details:

#### APPLICANT 1

YES  NO

#### APPLICANT 2

YES  NO

2. Are you connected to an employee of KBC Bank Ireland plc? For example a spouse, domestic partner or child?  
If YES, please provide details:

Are you aware of any known future changes to your circumstances which may affect your ability to repay the proposed mortgage?  
If yes please give details:

YES  NO

3. If you are using a Mortgage Broker please confirm:  
Brokerage Name   
Name of the Broker handling your application

Are you a citizen of the United States of America?  Yes  No

Are you resident in the United States of America for tax purposes?  
 Yes  No

If yes, enter your TIN number (Taxpayers Identification No.)  
    -   -

\* For further information on FATCA please refer to KBC.IE

Are you a citizen of the United States of America?  Yes  No

Are you resident in the United States of America for tax purposes?  
 Yes  No

If yes, enter your TIN number (Taxpayers Identification No.)  
    -   -

\* For further information on FATCA please refer to KBC.IE

## YOUR DECLARATION AND AUTHORITY

The following must be read carefully by all applicants. I/We expressly declare that the information given on this form, the mortgage application form and any supporting documentation submitted to KBC Bank Ireland plc is true and accurate to the best of my/our knowledge and belief and that all facts relevant to this form, the mortgage application form and any supporting documentation have been disclosed.

### Distance Marketing Information

This information is supplied to you in accordance with our obligations under the European (Distance Marketing of Consumer Financial Services) Regulations 2004.

### Information about us

1. We are KBC Bank Ireland plc. Our main business is lending and the provision of other financial accommodation to our clients and our principal place of business is Sandwith Street, Dublin 2.
2. We are a public limited company registered with the Companies Registration Office under registration number 40537.

### Information about the Financial Service

3. The purpose of this schedule is to summarise for you the key features of our Housing loans. Those key features are:
  - housing loans are available to persons who meet our credit criteria;
  - housing loans (including interest) are repayable over an agreed period of time, normally, but not exclusively, 25 years by monthly instalments;
  - interest on housing loans is payable at a variable rate or, if we so agree at your request, our applicable fixed rate for fixed periods;

### Fees

A Valuation fee in the amount of €126.97 is payable to the mortgage intermediary by the applicants. Stage Valuation or Interim / Final Inspection fees of €63.49 may be charged. A charge of €6.35 may be charged for a giro payment book. A charge of €38.00 plus €12.70 government stamping fee may be charged when switching from investment method to annuity method repayment and vice versa. A copy of legal papers may be charged at €6.35 (max €38.00) per item and a charge of €12.70 may be made for duplicate mortgage statements. A charge of €6.35 may be made for a duplicate Interest Certificate. A charge of €19.00 may be made for processing each unpaid monthly mortgage instalment. A call out charge of €31.50 may be made for a staff visit. A summons-serving fee of €19 may be charged. Possession Order serving costs of €19 may be charged. A once-off charge of €317.00 may be made on an account if the account is referred to a solicitor with instructions to commence legal action to recover the mortgage property. Letters for outstanding mortgage instalments may be charged at a cost of €12.70. A mortgage deeds sealing fee of €38 may be charged. A charge of €63.00 may be made in respect of alterations to the title deeds. A fee of €38 may be charged for the release of Deeds on Accountable Trust Receipt. A charge of €6.35 may be made for releasing information under Data Protection Act. Alterations to Mortgage Product - Fees: Each alteration to the mortgage product (inc rate) may be charged at a cost of €38, the processing of each update to property insurance details may be charged at a cost of €30 and the processing of each updated life assurance details may be charged at a cost of €30.

- These and the other applicable terms and conditions will be set out in a contract which will be signed by you and us.

### Additional Fees

An 'Arrangement fee' equal to 0.5% of the mortgage loan amount may be payable by the applicant when the loan cheque is ready for issue. An 'amended letter of offer' fee of €63.00 may be payable by the applicant.

In addition to the costs and fees detailed above and subject to the provisions of the Consumer Credit Act 1995, the Lender may from time to time incur other costs, fees and expenses in connection with the management of the loan and the enforcement and protection of its rights in connection with the loan and the security for the loan. Such costs are for the account of the borrower.

Other costs, fees and expenses may include third party fees due to professional advisors appointed by the Lender at its discretion to provide services in connection with the property taken as security for the loan including without limitation Quantity Surveyors, engineers and architects. Any such third party fees shall be discharged by the borrower directly to the third party on demand from the Lender and/or the third party. The Lender shall endeavour where possible to provide the borrower with an estimate of these fees in advance.

4. The following table is provided a guide to the repayment amount and level of total cost of credit.

Term	Typical Annual Percentage Rate (APR)	Repayment per €1,000 per month	Cost of Credit*
25	3.92	€5.20	€55,876.95
20	3.92	€5.98	€43,545.34
15	3.92	€7.32	€31,794.85
10	3.92	€10.05	€20,640.54

\* Based on a mortgage of €100,000

5. There may be additional costs or taxes payable by you which are not paid by us or imposed by us such as stamp duty, registration fees and your solicitor's fees and mortgage and home protection insurance.
6. This information is correct at the date it is sent to you. The examples of the total cost payable by you are illustrative only, and the actual total cost will depend on prevailing rates of interest, in the case of a variable rate loan, throughout the period of the loan, and, in the case of a fixed rate loan, at the time the loan is drawn down.

### Right to Terminate the Contract

7. You may at any time repay all or part of the loan early by sending a notice in writing to KBC Bank Ireland plc, Customer Services Department at the above address. The fixed rate on a mortgage will be the fixed rate available on the day the loan cheque issues. If, during a Fixed Rate Period, the Borrower repays early the whole or any part of the Loan or switches the whole or any part of the Loan into a variable rate or another fixed rate, the Borrower may be liable to pay a "break funding fee" to the Lender on the date (the "switching/redemption date") that such repayment or switching takes place. If, at the switching/redemption date the Wholesale Rate is higher than the Wholesale Rate at the date the existing fixed rate applying to the Loan was set, no break funding fee arises. If, however, at the switching/redemption date, the Wholesale Rate is lower than the Wholesale Rate at the date the existing fixed rate applying to the Loan was set, then a break funding fee will be chargeable. The break funding fee will be calculated by reference to the following formula:

$$B = (W - M) \times T / 12 \times A, \text{ where:}$$

B	=	the break funding fee.
W	=	the Wholesale Rate prevailing at the date the existing fixed rate applying to the loan was set.
M	=	the Wholesale Rate prevailing at the switching/redemption date for the unexpired time period of the Fixed Rate Period.
T	=	period of time in months to the end of the Fixed Rate Period.
A	=	principal amount which is subject to the existing fixed rate and which is being switched or redeemed.

'Wholesale rate' means the rate per cent per annum which the Lender determines to be the market rate applying to an appropriate interest rate swap for the relevant time period.

The following are examples of the calculation of the break funding fee:

a) Where Wholesale Rate increases over the term of loan:	
Wholesale Rate at the date the existing fixed interest rate applying to the loan was set (W):	7%
Wholesale Rate at switching/redemption date (M):	8%
Break funding fee	€0

b) Where Wholesale Rate decreases over term of loan:	
Wholesale Rate at date the existing fixed interest rate applying to the loan was set (W):	8%
Wholesale Rate at switching/redemption date (M):	7%
Break funding rate	1%
Unexpired Fixed Rate Period (T)	Six Months
Break funding fee (per €1,000 loan amount)	€5.00
Break funding fee = $(8\% - 7\%) \times 6 / 12 \times 1,000 = €5.00$ per €1,000.00	

8. If you fail to make any payment due to us in respect of the loan or, if any of the other events of default which will be specified in the contract between us for the loan were to occur we may call for the immediate repayment of the loan together with all accrued but unpaid interest thereon and all other costs and expenses payable under the contract.

#### Governing Law and Language

9. All our dealings with you, and all contracts between us, will be governed by the laws of Ireland.  
10. All contracts between us, all information that we supply to you and all other communications with you will be in English.

#### Complaint Procedures

11. We aim to provide a friendly and efficient service to our customers and it is our policy to ensure that all your concerns are dealt with fairly and promptly.  
12. If you have any complaint please telephone or write to KBC Bank Ireland plc, Customer Services Department, Sandwith St, Dublin 2.  
13. If you are dissatisfied with the outcome of our efforts to resolve your complaint you may refer your complaint to: Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Telephone (01) 662 0899 Fax (01) 662 0890 e-mail: enquiries@financialombudsman.ie

I/We hereby declare and acknowledge:

- (a) This form must not be construed as an offer on behalf of KBC Bank Ireland plc (KBC).  
(b) The property may not be let without prior written consent of KBC.  
(c) Any insurance policy effected on these premises must be submitted to KBC for inspection and approval. KBC's interest must be noted on the policy. Insurance must be arranged on the premises on a full reinstatement basis.  
(d) The valuers report to be obtained by KBC is for the purpose of assisting KBC to assess the property offered as security for the loan and is not a survey or report nor is it to be relied upon by the applicants as to the value or condition of the property.  
(e) The making of any loan by KBC on foot of this application will not imply any warranty by KBC as to the reasonableness of the purchase price, the value, the soundness of construction or the state of repair of the property.  
(f) I/We authorise KBC to send my/our solicitor copies of any letter issued by KBC to me/us on foot of this application and any other information in KBC's possession relevant to this application. I/We authorise KBC to disclose details of this application and my/our mortgage account if approved to the mortgage introducer named on this application form on an ongoing basis.  
(g) The rate of interest will be that which KBC is charging on that date on which the loan cheque is issued and subsequently the rate may vary within the terms of the mortgage.  
(h) The rate of interest applicable to the loan may be varied at any time at the discretion of KBC, provided however that the applicant will be notified of the change in interest rates at the earliest opportunity.  
(i) If a fixed rate is requested the interest rate will be the fixed rate available on the day the loan cheque issues. For costs associated with early payment of a fixed loan please refer to the Right to Terminate Contract notice within this form.  
(j) I/We declare that I am/we are over 18 years of age.  
(k) I/We expressly declare that the information given is true to the best of my/our knowledge and belief and that all facts relevant to the application have been disclosed.  
(l) The operation of Tax Relief at Source (T.R.S.) is subject to audit by the Revenue Commissioners. These audit powers allow the Revenue Commissioners to access records in KBC's possession including correspondence and the records of other communications between a lender and an individual having a qualifying mortgage loan from that lender. Should your loan qualify for T.R.S. your monthly T.R.S. payment will be lodged to your bank account on the same day you make your mortgage repayments.  
(m) I declare that I have read the Consumer Credit Act notices which are set out within this form.

## CONSENT UNDER THE DATA PROTECTION ACT

#### Data Protection

Your Information: The details provided in this application form, together with any other information that is furnished to us in connection with this application and any associated loan, guarantee or other account(s) ("Information"), will be retained and processed by KBC Bank Ireland plc and its subsidiary companies ("we"/"us") for the following purposes:-

- processing and assessing the loan application(s);
- verifying the Information, including in the case of personal loans, contacting the employers or professional advisers of the applicants;
- conducting credit searches against the applicants prior to and during the term of any loan;
- administering any resulting loan(s), including for debt collection and enforcement purposes and as otherwise required for the performance of your loan agreement or any associated agreements;
- meeting our legal and compliance obligations (which include those relating to the prevention of money laundering, financing of terrorism and fraud);
- undertaking credit and other checks and making credit decisions;
- quality control and group reporting and management; and
- if you have consented, for marketing purposes.

**Sensitive Data Consent:** Sensitive personal data (such as health or criminal conviction data) will be obtained and processed only where necessary to process your application or account (e.g. life assurance). By signing this form, you are explicitly consenting to the use, retention and reproduction of sensitive personal data for such purposes and you acknowledge that if you do not permit such processing, it will not be possible to provide you with certain services or products.

**Disclosures:** We may disclose Information in the following circumstances:

- to other companies within the KBC Bank Group;
- to our agents, advisers, service providers and contractors for the above purposes. These may include insurance, pension or investment companies with whom we have a contractual relationship;
- to credit reference agencies;
- to other persons connected with your account (e.g. guarantors, additional borrowers, company directors etc) and to your financial advisers or other intermediaries;
- in the context of any assignment, purchase or securitisation of your loan or in the context of a sale of our business; or
- where we are required by any regulatory body, law enforcement agency, court or other legal process.

**Electronic Communications and Phone Calls:** Your Information will be processed, recorded and retained by us in electronic form. You agree that KBC Bank may communicate with you electronically in relation to your accounts, and that it may rely on such electronic communications, records, originals and documents in any dealing with you. We may 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.

**Right of Access:** You have the right to receive a copy of all personal data (within the meaning of the Data Protection Acts 1988 and 2003) relating to you which is held by us following a written request (for which a small fee will be charged) and to have any inaccuracies in your personal data corrected. You may be required to provide us with sufficient information to verify your identity and locate your data.

By signing below you confirm that you consent to the use of the Information in the manner described above and, if applicable, that you have obtained the consent of all other persons identified in the form or associated with the application or subsequent loan account.

To receive Promotional Communications

A member of the KBC Bank Ireland plc (KBCI) team may contact the person(s) identified overleaf in connection with this application. In addition, from time to time, KBCI would like to notify our customers of promotional offers, competitions and information on products and services available from the KBCI Group and carefully selected third parties. The personal data provided on this form may be used to send marketing material or to electronically communicate (by email or text message) or to telephone named customers about such products and services.

If you do not want to receive these communications, please tick this box: Applicant 1  Applicant 2

If you later decide that you do not want to receive this information you can write to

Marketing Department,  
KBC Bank Ireland,  
Sandwith Street,  
Dublin 2 or  
email: marketing@kbc.ie

## SEPA DECLARATION

I/We hereby confirm that I/We are entitled to authorise direct debits from the account detailed in the direct debit mandate completed in connection with this application and confirm that there are no restrictions in place on the account prohibiting the setting up of the direct debit in the terms of the direct debit mandate signed by me/us.

I/We further confirm that in the case where the account is a joint account, all accountholders have been advised of the establishment of the direct debit and that it will be deducted from the account and no further authorisation or consent is required from them in order to set up the direct debit in accordance with the direct mandate signed by me/us.

I/We further confirm that in the case of a business account in the name of a partnership or company, all necessary corporate actions have been taken by the company/partnership to authorise the direct debit from the account.

**KBC BANK IRELAND PLC RETAINS SUBMITTED APPLICATION (NON LEGAL) DOCUMENTATION FOR A MAXIMUM PERIOD OF 6 WEEKS FROM THE DATE OF RECEIPT IN COMPLIANCE WITH ITS DOCUMENT RETENTION POLICY, AFTER WHICH IT IS DESTROYED.**

Signature of primary applicant

Signature of secondary applicant

Date

Date

## CREDIT REFERENCE SEARCHING AND REPORTING

By signing this application, you acknowledge that KBC Bank Ireland plc will make enquiries throughout the application process relating to you by contacting your employers or accountants to confirm income and employment or net worth details, credit reference agencies (including the Irish Credit Bureau) to establish your credit record with members of the credit bureau and will provide information to credit reference agencies concerning this application and the manner in which any resulting account is conducted. KBC Bank Ireland plc may also undertake searches with the credit reference agencies from time to time during the period of any relationship with you. The credit reference agencies will keep a record of the search (usually for a year) and may disclose the fact that a search has been made, and information relating to you provided by KBC Bank Ireland plc, to their other members. KBC Bank Ireland plc and its successors may use any information received as a result of a search to make credit decisions in relation to you, to help prevent fraud and to recover its property.

**PLEASE NOTE THAT IF YOU DO NOT CONSENT THE BANK MAY NOT BE ABLE TO CONSIDER YOUR APPLICATION.**

Signature of primary applicant

Signature of secondary applicant

Date

Date

## CONSENT UNDER THE CONSUMER CREDIT ACT, 1995

The applicant hereby consents for the purposes of Section 46 of the Consumer Credit Act 1995, to any telephone call, at home, at work, and on a mobile phone, or to any visit at home or at work from KBC Bank Ireland, to the applicant(s), the applicants employers, or any member of his/her family or any person acting on his/her behalf.

Signature of primary applicant

Signature of secondary applicant

Date

Date

## GENERAL INFORMATION CONSUMER CREDIT ACT 1995

In accordance with the provision of the Consumer Credit Act, 1995 the following are for your attention:

All loans are subject to satisfactory appraisal of status and financial standing and require security over the property and suitable savings/protection policies.

**WARNING - YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A MORTGAGE OR ANY OTHER LOAN SECURED ON IT.  
FOR VARIABLE RATE HOMELoAN: THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME.  
FOR ENDOWMENT LOANS: WARNING: THERE IS NO GUARANTEE THAT THE PROCEEDS OF THE INSURANCE POLICY WILL BE SUFFICIENT TO REPAY THE LOAN IN FULL WHEN IT BECOMES DUE FOR REPAYMENT. IT MAY BE NECESSARY TO INCREASE THE PREMIUM AMOUNT PAYABLE IN ORDER TO SECURE AN INCREASE IN THE PROCEEDS OF THE POLICY ON MATURITY. THE EARLY SURRENDER OF AN ENDOWMENT POLICY IN RESPECT OF AN ENDOWMENT LOAN MAY YIELD A LOWER RETURN TO THE BORROWER THAN THAT PAID IN PREMIA AND OTHER CHARGES.**

## CONSUMER PROTECTION CODE 2012

In accordance with the provision of the Consumer Protection Code 2012 the following are for your attention:

**WARNING: IF YOU DO NOT MEET THE REPAYMENTS ON YOUR CREDIT AGREEMENT, YOUR ACCOUNT WILL GO INTO ARREARS. THIS MAY AFFECT YOUR CREDIT RATING, WHICH MAY LIMIT YOUR ABILITY TO ACCESS CREDIT IN THE FUTURE.**  
**THE POSSIBLE IMPLICATIONS AND EFFECTS OF MISSING THE SCHEDULED REPAYMENTS IN RELATION TO THIS CREDIT/LOAN (IF APPROVED) ARE:**  
- YOUR ACCOUNT MAY GO INTO ARREARS;  
- YOUR CREDIT RATING MAY BE AFFECTED;  
- YOUR LOAN MAY BECOME REPAYABLE ON DEMAND; AND  
- ULTIMATELY, YOU MAY LOSE YOUR HOME.  
**WARNING: IF YOU DO NOT KEEP UP YOUR REPAYMENTS YOU MAY LOSE YOUR HOME;**  
**WARNING: IF YOU DO NOT MEET THE REPAYMENTS ON YOUR LOAN, YOUR ACCOUNT WILL GO INTO ARREARS. THIS MAY AFFECT YOUR CREDIT RATING, WHICH MAY LIMIT YOUR ABILITY TO ACCESS CREDIT IN THE FUTURE;**  
**FIXED RATE MORTGAGE WARNING: YOU MAY HAVE TO PAY CHARGES IF YOU PAY OFF A FIXED-RATE LOAN EARLY;**  
**VARIABLE RATE MORTGAGE WARNING: THE COST OF YOUR MONTHLY REPAYMENTS MAY INCREASE;**  
**CONSOLIDATED MORTGAGE WARNING: THIS NEW LOAN MAY TAKE LONGER TO PAY OFF THAN YOUR PREVIOUS LOANS. THIS MEANS YOU MAY PAY MORE THAN IF YOU PAID OVER A SHORTER TERM;**  
**INTEREST ONLY MORTGAGE WARNING: THE ENTIRE AMOUNT THAT YOU HAVE BORROWED WILL STILL BE OUTSTANDING AT THE END OF THE INTEREST ONLY PERIOD.**

## AGENCIES

KBC Bank Ireland has an exclusive agency agreement with Zurich Insurance plc for the provision of home insurance. KBC Bank Ireland plc is a tied agent of Irish Life Assurance plc (Irish Life) for Life Insurance.

## ARREARS

Compound interest is charged on arrears of payments at the same rate applying to the loan advanced. An additional 1% may be charged on the arrears balance on a customers account where the account is more than 2 months in arrears and where the customer fails to make or keep an arrangement to clear the arrears.