

Homeloan Application

Declaration, Authorisation and Consent

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



Your Personal Details

Primary applicant		Secondary applicant / Guarantor	
Surname	Mr/Mrs/Miss/Ms/Dr	Surname	Mr/Mrs/Miss/Ms/Dr
Maiden Name		Maiden Name	
First name		First name	
Sex	Male <input type="radio"/> Female <input type="radio"/>	Sex	Male <input type="radio"/> Female <input type="radio"/>
Country of Birth	Nationality	Country of Birth	Nationality
Date of Birth		Date of Birth	
Address		Address	
Tel. no. (Work)	E-mail (Work)	Tel. no. (Work)	E-mail (Work)
Tel. no. (Home)	E-mail (Work)	Tel. no. (Home)	E-mail (Work)
How much of the deposit are you raising yourself €		Estimated Legal Costs €	
Please tell us how you raised this deposit		Please tell us how you raised this deposit	
Savings <input type="radio"/> €		Shares <input type="radio"/> €	
		Equity <input type="radio"/> €	
		Gift <input type="radio"/> €	
		Other <input type="radio"/> €	

1. Are you an employee or director of KBC Bank Ireland plc? Applicant 1 YES NO Applicant 2 YES NO

If YES, please provide details: _____

2. Are you connected to an employee of KBC Bank Ireland plc? For example a spouse, domestic partner or child? Applicant 1 YES NO Applicant 2 YES NO

If YES, please provide details of connection: _____

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 Homeloans 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

- We are KBC Bank Ireland plc trading as KBC Homeloans. 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.
- We are a public limited company registered with the Companies Registration Office under registration number 40537 and we are a wholly owned subsidiary of KBC Bank Ireland plc. We are a licensed bank regulated by the Central Bank of Ireland. The number assigned to KBC Bank Ireland plc in accordance with section 9 of the Value Added Tax Act 1972 is: 8F86824G.

Information about the Financial Service

- 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

Top up arrangement fee €50 for top-up loans up to €100,000. For top up loans over €100,000 a fee of €100 applies. 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 are €63.49. A charge of €1.00 per month is made for each house insurance premium instalment by direct debit. A charge of €6.35 is made for a giro payment book. A charge of €38.00 plus €12.70 government stamping fee is made when switching from investment method to annuity method repayment and vice versa. A copy of legal papers is charged at €6.35 (max €38.00) per item and a charge of €12.70 is made for duplicate mortgage statements. A charge of €6.35 is made for a duplicate interest certificate. A charge of €19.00 is made for processing each unpaid monthly mortgage instalment. A call out charge of €31.50 is made for a staff visit concerning unpaid mortgage instalments. A summons-serving fee of €19 is charged. Possession Order serving costs €19. A once-off charge of €317.00 is 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 cost €12.70. A mortgage deeds sealing fee of €38 is charged. A charge of €63.00 will be made in respect of alterations to the title deeds. A fee of €38 is charged for the release of Deeds on Accountable Trust Receipt. A charge of €6.35 is made for releasing information under Data Protection Act. Each alterations to Mortgage Product - Fees: Alterations to mortgage product (inc rate): €38, processing of each update property insurance details: €30 and processing of each updated life assurance details: €30.

- A 'broker administration fee' may be charged by the mortgage intermediary acting on your behalf (if you consent to in writing to this fee), which may be deducted from your loan amount and forwarded directly to the mortgage intermediary. This fee does not form any part of contract between KBC Homeloans and you (the 'Borrower'), and is transacted in this way for administrative purposes only.
- Housing loans are secured by a mortgage over your house;
- 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.

4. The following table is provided a guide to the repayment amount and level of total cost of credit. Figures exclude loan repayment protection and assumes that monthly repayments are kept up to date (see note 6 also).

Term	Typical 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 Homeloans, 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 Homeloans, 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 Homeloans (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.

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

Signature of primary applicant	Signature of secondary applicant
Date / /	Date / /

Consent under the Data Protection Act

Please note that KBC Homeloans may monitor and record telephone calls made to and from KBC Homeloans, as required for fraud and crime prevention, to assist in improving customer services, for confirmation of instructions and / or in the event of disputes.

The details, information and personal data relating to you in this application form together with any other information that is furnished to KBC Homeloans in connection with this application and any resulting home loan ("Information"), will be used and retained by KBC Homeloans, and/or members of the KBC Bank Ireland plc from time to time, and its and their successors, for the purposes of:-

- processing and assessing your mortgage application;
- administering any resulting home loan, including for debt collection purposes;
- prevention of money laundering, financing of terrorism and fraud, and otherwise complying with legal and regulatory obligations;
- undertaking credit and other checks as set out below, and making credit decisions;
- quality control and group reporting and management purposes;

and for such other purposes as are set out in the terms and conditions associated with any home loan you obtain from KBC Homeloans, or to which you have otherwise consented (including any marketing consents you have given).

Sensitive personal data will be obtained and processed only where necessary in order to process your mortgage or any related products you may purchase from KBC Bank Ireland plc (e.g. life assurance). You hereby expressly agree to the use, retention and reproduction of sensitive personal data for such purposes. If you do not permit such processing of your sensitive personal data, it will not be possible to provide you with certain services or products.

KBC Homeloans may disclose your Information for the above purposes to members of the KBC Bank Ireland plc, its and their successors in title, any person acting as its or their agents, any third parties/service providers engaged by it or them in connection with the provision to you of products and services, third party suppliers of products and services arranged by KBC Homeloans on your behalf and at your request, regulatory bodies and law enforcement agencies, credit reference agencies and any other party to whom you have agreed KBC Homeloans may disclose your Information. In particular, you hereby agree and consent to the disclosure by KBC Homeloans of any Information to its service providers, including its insurers, Irish Life Assurance Plc, and Royal Sun and Alliance Insurance Company Ltd, Hibernian Life and Pensions Ltd, IFG Legal Services, and your mortgage intermediary.

Your Information will be processed, recorded and retained by KBC Homeloans in electronic form, including by scanning of original documents and their retention on KBC Homeloans', KBC Bank Ireland plc, or its or their successors', and its and their service providers', computer systems. You agree that KBC Homeloans 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.

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 KBC Homeloans following a written request (for which a small fee will be charged) and have any inaccuracies in your personal data corrected. In Accordance with Anti-Money Laundering obligations, we may undertake searches as appropriate to assist us verify your identity.

To receive Promotional Communications

From time to time the KBC Bank Ireland plc may notify you of promotional offers, competitions and information on further identified products and services, including investment services / products. The information given on this form may be used to send you marketing material or to electronically communicate with you or to telephone you about products and services available from KBC Bank Ireland plc and carefully selected third parties.

To receive these communications, please tick this box

The KBC Bank Ireland plc offers individuals a wide range of credit/loan and insurance related products (including both business and personal related products). The information given on this form may be used to send you marketing material or telephone you about these products and services.

If you do not wish to receive this information please tick this box

Credit Reference Searching and Reporting

By signing this application, you acknowledge that KBC Homeloans 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 Homeloans 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 Homeloans, to their other members. KBC Homeloans 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.

Agencies

KBC Bank Ireland plc is an agent for Royal & Sun Alliance in relation to the Homeguard Care building & contents insurance policy. KBC Bank Ireland plc is an agent for Hibernian Life and Pensions Ltd.

Arrears

Compound interest is charged on arrears of payments at the same rate applying to the loan advanced. An additional 1% is 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.