



Terms of Business

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1. General

These Terms of Business set out the terms on which KBC Bank NV, acting through its Irish Branch ("KBCD", "we"), will provide products and services described in paragraph 3 to you. These Terms of Business are effective from 1 December 2023 and shall remain in force until further notice. If you have any queries we will be happy to deal with them and you can contact us at:

KBC Bank NV (Dublin Branch), Sandwith Street, Dublin 2. Phone: 01 961 9800. E mail: CustomerEnquiries@kbc.com
Web: www.kbc.ie

KBCD is subject to:

- Consumer Protection Code
- Code of Conduct on Mortgage Arrears

These codes can be found on the Central Bank of Ireland website www.centralbank.ie

2. About KBCD

KBC has been proudly serving our customers in Ireland for over 40 years. KBCD's head office is situated in Dublin in the Republic of Ireland.

KBCD is wholly owned by KBC Group NV, an integrated bancassurance organisation headquartered in Brussels, catering mainly for retail customers, small and medium sized enterprises and private banking clientele. KBC Group NV holds positions in its key markets of Belgium, Central Europe as well as a selective presence in the rest of the world.

KBC Bank NV carries on a banking business in Ireland through its Irish branch which is registered with the Central Bank of Ireland as "KBC Bank NV Dublin Branch". KBC Bank NV is a limited liability company incorporated under the laws of Belgium and having its registered office at Havenlaan 2, 1080 Brussels, Belgium, VAT BE 0462 920 226. KBC Bank NV's Irish branch is registered with the Irish Companies Registration Office under Part 21 of the Companies Act 2014 with registration number 904213 and a registered office at Sandwith Street, Dublin 2, Ireland. KBCD is regulated by the National Bank of Belgium in respect of authorisation and prudential matters and by the Central Bank of Ireland in respect of conduct of business rules.

3. Nature of Services

KBCD provides a range of products and services to its existing personal and business customers who have debt outstanding relating to mortgages, unsecured loans and overdrafts. Please note sales of all products have ceased.

KBCD will continue to service our existing customers from our office at Sandwith Street, Dublin 2.

4. Charges

Where applicable, KBCD may apply a fee for a product or service provided. Any fees will be notified to you in advance prior to the provision of the service in respect of which the fee is charged. The fee will be payable in amounts and at such times as will be notified to you by KBCD.

5. Conflicts of Interest

It is the policy of KBCD to mitigate and where necessary avoid conflicts of interest when providing services to its customers. If conflicts arise, and they cannot reasonably be avoided, KBCD will inform you of the potential conflict and will use reasonable endeavours to resolve such conflicts of interest to ensure that you are treated fairly.

6. Customer Default

KBCD at all times seeks to assist customers who are in default or experiencing financial difficulty. However when a customer goes into default KBCD may, if necessary, exercise its rights and remedies as set out in the terms and conditions applicable to the product. It is the policy of KBCD to deal with all defaults in accordance with the applicable legislation.

7. How We Use Your Personal Information

In our Data Protection Notice, we explain how we collect your personal information, what information we collect, why we collect it and how we use that information as well as your privacy rights. We recommend that you read our Data Protection Notice in full. This is available on the data protection section of KBC.ie. You can also request a copy by

submitting a request in writing to KBC Bank NV Dublin Branch, Sandwith Street, Dublin 2 or alternatively contact us by phone on 01 961 9800 or email on CustomerEnquiries@kbc.com.

8. Complaints

If you have any complaint in relation to the services provided by KBCD you can either contact us directly by phone or outline the nature of your complaint to us in writing. The complaint will be fully investigated by us and if not resolved to your satisfaction within five business days, a written response will be provided to you. While our investigation of a complaint is ongoing, we will provide you with a regular written update. The Consumer Protection Code and Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Lending to Small and Medium Sized Enterprises) Regulations 2015 (as amended) requires us to attempt to investigate and resolve a complaint within 40 business days of receipt. However, we generally respond to all complaints within 20 business days. In respect of complaints regarding payment services we will respond at the latest within 15 business days of receipt of the complaint. In exceptional circumstances the final response will be issued within 35 business days. A complaint is defined as an expression of grievance or dissatisfaction by a consumer, either orally or in writing, in connection with:

a. the provision or the offer of the provision of a product or service to a consumer by a regulated entity or

b. the failure or refusal of a regulated entity to provide a product or service to a consumer.

In the event that you are dissatisfied with the outcome of our investigation into your complaint you are entitled to refer the complaint to the Financial Services & Pensions Ombudsman.

Financial Services and Pensions Ombudsman,

Lincoln House,

Lincoln Place,

Dublin 2,

DO2 VH29.

Telephone: (01) 567 7000

Email: info@fspoi.ie

Website: www.fspo.ie

9. Deposit Guarantee Scheme

The Deposit Guarantee Directive EU2014/49/EU, as implemented in Belgium by the Wet van 25 April 2014 op het statuut van en het toezicht op de kredietinstellingen (Law of April 25, 2014 on the status and supervision of credit institutions), provides for the establishment of a compensation scheme and payment, in certain circumstances, of compensation to clients who hold qualifying deposits (known as eligible deposits) with authorised credit institutions. KBCD is a member of that compensation scheme. This scheme is administered and run by the National Bank of Belgium and is funded by the credit institutions covered by the scheme.

- Compensation may be payable where deposits lodged with KBCD by clients and held by KBCD cannot be returned to those clients for the time being and there is no reasonable or foreseeable opportunity of KBCD being able to do so.
- A right to compensation will only arise if the client holds an eligible deposit as defined under the Deposit Guarantee Regulations.
- This scheme provides for the protection of deposits irrespective of currency. Protection under the scheme guarantees 100% of all deposits held by one depositor subject to a maximum compensation payment of €100,000.
- You will be provided with a 'Depositor Information Sheet' on an annual basis. You must acknowledge receipt of the Depositor Information Sheet before entering into a deposit contract.

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