



MORTGAGE REPAYMENT PROTECTION COVER



KBC Insurance Ireland is a registered trade name of KBC Bank Ireland plc. KBC Insurance Ireland acts as an Agent for Financial Insurance Company Limited trading as Genworth Financial. The insurance policy is provided by, underwritten by and administered by Genworth Financial.



INTRODUCTION

This document sets out the details of **your** insurance cover ("**policy**"). This insurance **policy** has been arranged by KBC Insurance Ireland, in its capacity as an Intermediary. KBC Insurance Ireland is a registered trade name of **KBC Bank Ireland plc**. KBC Insurance Ireland acts as an agent for Financial Insurance Company Limited. Financial Insurance Company Limited is registered in England no. 1515187 with registered offices at Building 11 Chiswick Park, 566 Chiswick High Road, London W4 5XR and Branch registered in Ireland no. 902818 with Branch registered offices at 3rd Floor, Fleming Court, Fleming Place, Dublin 4, Ireland. Financial Insurance Company Limited, trading as Genworth Financial, is authorised by the Financial Services Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules. **KBC Bank Ireland plc** is regulated by the Central Bank of Ireland.

This **policy** is provided, underwritten and administered by Financial Insurance Company Limited, ("**we**", "**us**", "**our**").

This **policy** protects **you** in the event of **your disability**, or **unemployment** providing **you** meet the eligibility requirements in Section 2 and **you** have paid the **monthly premium** for this insurance.

Cover is for one month at a time and is automatically renewed every month until the **end date**.

Your **monthly premium** must be paid when due if you wish to make a claim. No claim will be considered until any outstanding **monthly premium** has been paid.

Mortgage Repayment Protection Cover is an optional insurance product and is not conditional to the mortgage offering.

The **policy** is set out as follows:

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SECTION I Definitions

Wherever the following words appear in bold in the **policy** they will have the following meanings:

College

The Royal College of Surgeons, Royal College of Physicians, Royal College of Psychiatrists, Royal College of Obstetricians or any other Royal College of medical practitioners.

Consultant

A **doctor** who is a member in **Ireland** of a **college** and recognised by that college to be a consultant;

Disability (disabled)

A sickness, disease, condition or injury which stops **you** from doing **working**. It must also stop **you** from doing any paid **work** which **your** experience, education or training reasonably qualifies **you** to do. If **you** are **self employed**, a disability must stop **you** from helping, managing or carrying out any part of the day-to-day running of a business.

Doctor

An **Irish** registered medical practitioner, practising in **Ireland**. This does not include **you** or **your** relatives except when diagnosing a pre-existing condition.

End date

The date **your** cover ends as set out in Section 7.

Incurred date

For **disability** and **unemployment**, the day after **your** last day in **work**.

Ireland (Irish)

The Republic of Ireland.

Joint borrowers

Two people who have taken out the **mortgage** together.

KBC Bank Ireland plc

The creditor in whose favour the mortgage is created (the lender of the mortgage debt), trading as KBC Insurance Ireland.

Laid-off (lay-off)

Your employment has ceased because **your** employer is unable to provide the work which **you** were employed to do for what they reasonably believes to be, a temporary period, in accordance with the Redundancy Payments Act 1967.

Monthly benefit

The amount equal to the **monthly repayment** and **other insured payments** up to a **monthly** total of €2,540. If **you** are **joint borrowers**, the **monthly benefit** payable will be in accordance with the percentage shown as requested in **your** application form for this **policy**.

Monthly premium

The premium, including stamp duty, **you** must pay every month as set out in Section 8.

Monthly repayment

The amount **you** must pay every month under **your mortgage** as stated on **your** loan offer form or the amount **you** must pay every month under **your mortgage** if **you** change **your** cover in accordance with Section 9.

Mortgage

The mortgage agreement in respect of the residential property between **you** or the **joint borrowers** and the **KBC Bank Ireland plc** which is covered by this **policy**.

Normal pregnancy

Includes:

- symptoms which normally accompany pregnancy (including multiple pregnancy) and which are generally of a minor and/or temporary nature (e.g. morning sickness, fatigue etc.) which do not represent a medical hazard to mother or baby or a combination of minor symptoms, and
- childbirth, including delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications.

Other insured payments

The amount of any other payments **you** must make in connection with **your mortgage**, up to a total of 25% of **your mortgage repayment** including **your monthly premium**.

Outstanding balance

The amount outstanding on **your mortgage** on the **incurred date**.

Permanently retire

You have stopped **working** and **you** have no intention to return to **work**.

Pre-existing condition

Any condition, injury, disease, sickness or related condition or symptoms which **you** knew about or should reasonably have known about at the **start date**, or had seen or arranged to see a **doctor** and/or **consultant** about during the 12 months immediately before the **start date**. Claims will be accepted if **you** have not had any symptoms and have not consulted a **doctor** or received treatment for the condition in the 24 months before the claim (if **you** have had appointments to see a **doctor** and/or **consultant** within this period and these were not kept, the pre-existing condition exclusion will apply unless you have been formally discharged).

Self employed

You are:

- actively working in **Ireland** for profit in a profession or business alone or in association with others, and being liable to pay and paying Class S Pay Related Social Insurance contributions in **Ireland**; or
- helping with, managing or carrying on a business in Ireland and are Schedule D Case I, II, IV and V of the Income and Corporation Taxes Act 1988; or
- a partner in a partnership; or
- a person being a company director who is a “proprietary director” in **Ireland** (as defined by section 64(2) of the Irish Finance Act 1974; or
- a person who exercises direct or indirect control over a company (not necessarily the majority shareholder or holder of the majority voting rights); or
- working for a company and in any way connected with a person who has control (as referred to above) over that company (for example, **you** are one of his or her family).

State employed

You are working in the public sector, for example, as a civil servant, for the Health Board, Local Authority, County Committee of Agriculture, as a member of the security forces or for the Department of Employment.

Start date

The date **your mortgage** is entered into by all parties to it or the date of policy inception whichever is the later.

Unemployment (unemployed)

Being involuntarily out of **work**, signing on with the Department of Social Community and Family Affairs and available for and actively looking for **work**, and receiving the correct class of Social Insurance benefits by reason of unemployment (unless **you** have been entitled to make reduced Social Insurance contributions in the past, or have reached the state retirement age). **We** will not consider **you** as **unemployed** for any day **you** receive pay in lieu of notice.

We, us, our means Financial Insurance Company Limited.

Work (working)

You are **working** in paid employment for at least 18 hours or more a week in **Ireland**. This includes **you** if **you** are **self employed**. **You** must also be paying the correct class of Social Insurance contributions.

You (your)

A person who has entered into **mortgage** with **KBC Bank Ireland plc** and satisfies the eligibility requirements set out in Section 2.

SECTION 2 - Eligibility

- 1. You** are covered under this **policy** if on the **start date**:
 - **you** are 18 and over and will be less than 65 at the **end date**; and
 - **you** live in **Ireland**; and
 - **you** are **working** when **you** apply; and
 - **you** are either applying for a residential **mortgage** or **you** have a residential **mortgage** which is not in arrears; and
 - **you** have agreed to pay the **monthly premium** for cover; and
 - **we** have accepted **your** application.
- 2. You** must not be aware on the **start date** of:
 - any sickness, disease, condition or injury arising in the 12 months before the **start date** that may cause **you** to claim for **disability** benefits; or

- any impending **unemployment**.

If **you** are aware of any of the events in 2 above **we** may still insure **you**. However **we** will not pay benefits directly relating to the **unemployment** which **you** were aware of or any sickness, disease, condition or injury which **you** were aware of in the 12 months before the **start date** for **disability**.

3. If the **mortgage** has been taken out by **joint borrowers** who are both eligible for cover, the **joint borrowers** may be covered equally or otherwise as indicated by the **joint borrowers** on their application for Mortgage Repayment Protection Cover under this **policy**.

When the **mortgage** is entered into by **joint borrowers** and joint cover is required, the **joint borrowers** must each complete the application form for Mortgage Repayment Protection Cover under this **policy**. The **joint borrowers'** aggregate cover is limited to the **monthly benefit**.

After the **start date** there can be no addition or substitution of **joint borrowers**.

4. If **your monthly repayment** changes for any reason, **you** may ask **us** to revise the **monthly premium** to cover the new amount. Any such request must be sent to **us** in writing within 30 days of the change.

SECTION 3 - Benefits

A. Disability Benefits

If **you** are **working** or are on statutory maternity leave (not including any extended leave provided by **your** employer) and **you** suffer a **disability** after the **start date** and before the **end date** for at least 90 days in a row, **you** will be entitled to make a claim.

We will not pay **you** for the first 60 days in a row of any **disability** as this period of any claim is excluded.

Thereafter, **we** will pay **you** a **monthly benefit**, in accordance with the terms of this **policy**, for each continuous period of 30 days that **you** remain out of **work** due to **disability** until the earliest of the following:

- the **end date**; or
- **you** fail to provide evidence of **your disability**; or
- the **outstanding balance** has been paid; or
- **we** have paid the maximum of 12 **monthly benefits** for each **disability** claim; or

- **we** have paid the maximum of **60 monthly benefits** for all **disability** claims.

Disability benefits will not start until **you** consult a **doctor**. **We** will only pay **you disability** benefits if a **doctor** is regularly treating **you** for the condition causing **your disability**.

Once **you** have been paid the maximum number of **monthly benefits** for any **disability** claim, **you** will not be able to make another **disability** claim until **you** have been in continuous **work**, or where **you** are on statutory maternity leave, **your doctor** certifies that **you** would be continuously fit to **work** if **you** were not on statutory maternity leave, for:

- 30 days if the **disability** is different; or
- 6 months if the **disability** is the same.

B. Involuntary Unemployment Benefits

If **you** are **working** or on statutory maternity leave (not including any extended leave provided by **your** employer) and **you** become **unemployed** after the **start date** and before the **end date** for at least 90 days in a row, **you** will be entitled to make a claim.

We will not pay **you** for the first 60 days in a row that **you** are **unemployed** as this period of any claim is excluded.

Thereafter **we** will pay **you** a **monthly benefit**, in accordance with the terms of this **policy**, for each continuous period of 30 days that **you** remain out of **work** due to **unemployment** until the earliest of the following:

- the **end date**; or
- **you** fail to provide evidence of your **unemployment**;
or
- the **outstanding balance** has been paid; or
- **we** have paid the maximum of **12 monthly benefits** for each **unemployment** claim; or
- **we** have paid the maximum of **36 monthly benefits** for all **unemployment** claims.

If two periods of **unemployment** are separated by 3 months or less **we** will treat this as one continuous claim but **we** will not pay for any time **you** were not **unemployed** between these periods.

Once **you** have been paid the maximum number of **monthly benefits** for any **unemployment** claim, **you** must return to **work** for a total of 12 continuous months

before **you** make another **unemployment** claim.

If the two periods of **unemployment** are separated by more than 3 months, **you** must return to **work** for a total of 12 continuous months before **you** make another **unemployment** claim.

If **you** are receiving **unemployment** benefit and want to start temporary **work** which will continue for less than 6 months, please let **us** have details in writing before **you** start this **work**. **We** will not pay for the period **you** are not **unemployed**. However, when the temporary **work** finishes, **your unemployment** claim may continue and **we** will treat this as one continuous claim. The most **we** will pay for this continuous claim is 12 times the **monthly benefit** in total.

C. Payment of benefits

We will pay benefits into the **mortgage** account **you** have with **KBC Bank Ireland plc**.

Benefits are paid monthly in arrears. **We** only pay **you** one type of **monthly benefit (disability or unemployment)** at a time. Benefits under this **policy** will be paid directly to **your mortgage** account with **KBC Bank Ireland plc**. **Your monthly benefit** will not include any missed payments or interest on these payments, except where a valid claim under this **policy** has been made and the missed payments resulted from **disability or unemployment**.

If **your monthly benefit** is less than the monthly **mortgage repayment**, this **policy** does not cover the shortfall.

The Department of Social and Family Affairs may consider benefits paid under this **policy** as income and therefore take this into consideration when calculating benefits. However, if there is a debt at the start of the claim, benefits may be disregarded for the entire claim provided that benefits are used towards the repayment of that debt.

D. Maximum combined benefits

The maximum combined benefit payable for **disability or unemployment** under this **policy** and any other of **our policies** sold by KBC Insurance Ireland in respect of one **mortgage** entered into by **KBC Bank Ireland plc** will not be more than €2,540 a month.

SECTION 4 Exclusions

A. Disability exclusions

We will not pay you a **monthly benefit** for the first 60 days in a row of any **disability**.

We will not pay **disability** benefits resulting from:

- a **disability** arising within 30 days of the **start date** if this cover is arranged within 4 weeks of the release of funds under **your mortgage**; or
- a **disability** arising within 60 days of the date **you** submitted **your** application for cover if this cover is arranged at least 4 weeks after the release of funds under **your mortgage**;
- any **pre-existing condition**;
- backache and related conditions unless there is radiological evidence (for example, an MRI scan) of abnormality;
- psychiatric illness or mental disorders including stress or stress related conditions unless diagnosed by a **consultant** psychiatrist;
- **normal pregnancy** unless:
 - the symptoms of a **normal pregnancy** develop into a pathological condition, sickness or disease which are diagnosed by a consultant obstetrician or a **doctor** who specialises in obstetrics; and
 - the pathological condition lasts for 30 days or more and is not excluded under any other exclusions set out in this Section.
- alcohol or drugs not taken under the advice or supervision of a **doctor**;
- medical operations or treatments which are not medically necessary, including cosmetic or beauty treatment;
- self-inflicted injuries caused while sane or insane;
- any **disability** which occurs while **you** are **working** outside **Ireland**, unless **you** are **working**:
 - for the Permanent Defence Forces or as a civil servant in an **Irish** embassy or consulate, or
 - on a specific project for less than 30 days outside **Ireland** and were actually outside **Ireland** for less than 30 days, or
 - for an employer that is an **Irish** registered company which assigns **you** to **work** in the European Economic Area on the same terms and conditions of **your** employment.

B. Involuntary unemployment exclusions

We will not pay you a monthly benefit for the first 60 days in a row of any unemployment.

We will not pay unemployment benefits:

- if **you** were not in continuous **work** for 12 months immediately before **your unemployment** began (if **you** were not in continuous **work** for 14 days or less, **we** will not count this as a break in **your employment**);
- if at the **start date you** knew **you** were going to be made **unemployed** or had reason to believe that **your unemployment** was likely to happen;
- if **your employment work** ends or **you** are notified, verbally or in writing, of **your employment work** ending:
 - within 90 days of the **start date** if this cover is arranged within 4 weeks of the release of funds under **your mortgage**; or
 - within 120 days of **your** application for cover if this cover is arranged at least 4 weeks after the release of funds under **your mortgage**;
- if **your work** is seasonal or if **unemployment** is a regular feature of **your work**;
- if **you** are **working** on a specific project and this project finishes;
- if **you** become voluntarily **unemployed** (which includes ending **your work** voluntarily during a period of notice given by **your** employer) or voluntary redundancy (for the avoidance of doubt if **you** exercise **your** statutory right to be made redundant during a period in which **you** are **laid off** under the Redundancy Payments Act 1967 in **Ireland** this will not be deemed to be a voluntary redundancy);
- if **you** are not being credited with Social Insurance Contribution in **Ireland**;
- if **you work** on a fixed term contract which ends or expires, however this exclusion will not apply and **you** will be eligible for **unemployment** benefit until the expected completion of your original contract if:
 - **you** have been in continuous **work** with the same employer for at least 24 months; or
 - **you** have an annual contract and **your** contract has been renewed at least once;
- if **you** are **self employed** and **your** business temporarily stops trading;

- for any period during which **you** are **laid off**;
- any **unemployment** which occurs while **you** are **working** outside **Ireland**, unless **you** are **working**:
 - for an employer that is an **Irish** registered company who assigns **you** to **work** in the European Economic Area on the same terms and conditions; or
 - in **Ireland** when **you** apply for this cover and the job location moves outside **Ireland** provided claim validation for **disability** claims is carried out by an **Irish** resident doctor or for **unemployment** claims by an appropriate employment office situated in **Ireland**;
- If you became unemployed because of:
 - **your** involvement in a strike or lock-out;
 - **your** misconduct, including fraud, dishonesty or anything that led to or might have led to a disciplinary procedure being taken by **your** employer; or
- If any of the events set out in the **Disability Exclusions** in Part A apply.

C. General Exclusions

No benefit will be paid for any claim resulting from:

- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, civil commotion, rebellion, terrorism, revolution or military or usurped power; or
- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment; or
- any restrictions caused by the law of any country or order by any government; or
- **your** involvement in a strike or lock-out; or
- **your** misconduct - including fraud, dishonesty or anything that led to or might have led to a disciplinary procedure being taken by **your** employer.

SECTION 5 - How to claim

You should contact **us** at Genworth Financial, PO Box 602, Shannon, County Clare or telephone us on (061) 73 73 73 to request a claim form.

Please complete the claim form fully and accurately and return it to us at the address above. The claim form must be sent to **us** within 240 days of the date **your disability** or **unemployment** began. **We** will not pay any claims where notification of a claim is received by **us** after this date.

Warning: Failure to disclose accurate information may result in a claim not being paid.

To make a claim **you** must give **us** any reasonable proof **we** ask for otherwise **we** may not pay any benefit. This is at **your** own expense (if any). **We** may also ask **you** for reasonable additional information during **your** claim, for example:

- **disability** claims - being examined by a **doctor** (at **our** expense) or a certificate from **your** employer saying that **you** are not presently **working**;
- **unemployment** claims - confirmation of **your unemployment** from the Department of Social and Family Affairs, confirmation from **your** last employers saying that **you** no longer **work** for them, and/or confirmation that **you** are actively looking for **work**.

SECTION 6 - Change of claim

Disability Claims

If **you** are receiving **monthly benefits** because **you** are **disabled** and **you** become **unemployed you** must write to **us** straight away.

When deciding if **your** claim is valid, **we** will ignore the fact that **you** have not been **working** because of **your disability**.

We will pay **your disability** benefit while **your disability** claim remains valid.

If **you** are still **unemployed** once a **doctor** says **you** are fit to return to **work**, **you** must tell **us** and **we** will ask **you** to fill in an **unemployment** claim form.

If **you** change **your** claim, the most **we** will pay for both **your disability** and **unemployment** claims combined is 12 times the **monthly benefit**.

Unemployment Claims

If **you** are receiving **monthly benefits** because **you** are **unemployed** and **you** become disabled **you** must write to **us** straight away.

When deciding if **your** claim is valid, **we** will ignore the fact that **you** have not been **working**.

You will no longer be eligible to claim **unemployment** benefit and **you** will have to fill in a claim form to claim **disability** benefit.

If **you** change **your** claim, the most **we** will pay for both **your unemployment** and **disability** claims combined is 12 times the **monthly benefit**.

If **you** are no longer able to claim for **disability** benefit because **you** fail to meet **our** conditions to claim, **you** can claim **unemployment** benefit again once **you** are fit to **work**. **You** must let **us** know **you** are no longer **disabled** and **you** must meet **our** conditions to claim **unemployment** benefit. If **your** claim for **unemployment** benefit is valid the most **we** will pay **you** is 12 times the **monthly benefit** which includes any **monthly benefit** **we** paid for **unemployment** benefit before **you** became **disabled**.

SECTION 7 - How does cover end?

The cover under this **policy** will end:

- if **you** die; or
- when **you** reach 65 or **permanently retire** before 65 (and **you** must tell **KBC Bank Ireland plc** as soon as possible if **you** **permanently retire** before **you** reach 65); or
- when **your mortgage** ends; or
- when **you** miss paying three continuous **monthly premiums**; or
- once the **outstanding balance** is paid to **KBC Bank Ireland plc** under the **mortgage**; or
- when **your** cover under this **policy** is cancelled.

If **joint borrowers** are covered by this **policy** and one of the **joint borrowers** reaches 65 or **permanently retires** before 65, that person will no longer be covered. If **you** tell **us** about this, the other **joint borrower** can then receive all the **monthly benefit** if that **joint borrower** claims.

If **you** do not cancel **your policy** within 30 days of the **start date**. **Your policy** will stay in force and then may only be cancelled by **you** by giving **us** 30 days notice in writing or by **us** giving **you** 30 days notice in writing. In the event that **your policy** is cancelled by **you** or by **us**, **you** will not be entitled to any refund of premiums unless the cancellation takes place within 30 days of the **start date** of **your policy** and **you** have not made any claims under this **policy**.

Cancellations should be sent to the following address:

KBC Insurance Ireland, Sandwith Street, Dublin 2

SECTION 8 - Premiums

You must pay **your monthly premium** by direct debit.

Each **monthly premium** covers **you** for one month.

You must continue to pay **your monthly premium** while **you** are claiming benefit.

If **your** last **monthly premium** has not been paid when due and **you** want to make a claim, **we** will not consider this claim until **your monthly premium** has been paid.

Warning: We may change the rate of your **monthly premium** by giving **you** at least 30 days notice in writing.

However if there is any increase or decrease in Stamp Duty charged with respect to this **policy**, the amount of **your monthly premium** will be changed automatically without notice to reflect such increase or decrease.

Any change to **your monthly premium** will come into effect when **you** have to pay **your** next **monthly premium**.

SECTION 9 - Customer Care

The following points are information **we** are required to tell **you**:

Choice of law

If **you** buy insurance in **Ireland**, the parties to the contract are free to choose the applicable law, **we** propose that **Irish Law** will apply to this **policy**.

Language

The **language** used in this **policy** and any communications relating to it will be English.

Assignment and surrender value

You cannot transfer **your** rights or interest in this **policy** to any other person. This **policy** will not have any value at the **end date** or if it is cancelled.

Stamp Duty

The appropriate Stamp Duty has been or will be paid by **us** to the Revenue Commissioner in accordance with the provisions of the composition agreement entered into with them under section 5 of the Stamp Duties Consolidation Act 1999.

Payments

All monies which may become due or payable by **us** shall be payable in **Ireland**.

Changes in these terms

We have a right to change the terms in this **policy** by giving **you** 30 days notice in writing. If **you** are not happy with the change **you** may cancel **your** cover with effect from the date of the change. If **you** cancel **your** cover, we will pay into **your** account with **KBC Bank Ireland plc** any amount of **your monthly premiums** which have been paid and which relate to the period following cancellation of **your** cover.

Important notes about Financial Insurance Company Limited

Financial Insurance Company Limited is a member of the Genworth Financial, Inc. Group.

Financial Insurance Company Limited is subject to the Consumer Protection Code which offers protection to consumers and this code can be found on the Central Bank's website www.centralbank.ie.

It is the policy of Financial Insurance Company Limited, as a member of the Genworth Financial, Inc. Group, to avoid any conflicts of interest when providing services

to **you**. In the unlikely event that a conflict of interest arises, however, Financial Insurance Company Limited will ensure that **you** are treated fairly.

Complaints Procedure

We set **ourselves** high standards, but if **you** are not satisfied with **our** service please tell **us**. If **you** follow the procedure set out below, **we** will deal with **your** complaint in the most efficient way possible.

Step 1 Please send **your** complaint to our branch in Ireland:

The Insurance Manager
Genworth Financial
133-137 Shannon Free Zone
Shannon
Co. Clare

Step 2 If **you** are still not happy or the problem has not been resolved to **your** satisfaction, **you** may refer it to the Financial Services Ombudsman's Bureau

Financial Services Ombudsman's Bureau
3rd Floor
Lincoln House
Lincoln Place
Dublin 2.

If **you** complain it will not affect **your** legal rights.

Data Protection

You understand and give explicit consent that the sensitive health and other information **you** provide about **yourself** will be used by Financial Insurance Company Limited, trading as Genworth Financial (the Data Controller), its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any other insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries (including those which have limited or no data protection laws). Genworth Financial has taken steps to ensure that **your** information is held securely. **You** have the right to access **your** personal data held by Genworth Financial. If **you** believe that **your** personal data held by Genworth Financial is inaccurate **you** have the right to ask for this to be rectified.

KBC Bank Ireland plc receives payment for the service that is provided to **you** by means of a remuneration arrangement with Financial Insurance Company Limited, trading as Genworth Financial. The details of such remuneration are available on request.

