

ICS Mortgages

Authorisations, Declarations and Important Information about your Mortgage



Important Notices

If you or your dependents intend to use the property as a principal place of residence, you must show evidence of mortgage protection insurance, unless you are exempt under the Consumer Credit Act 1995.

Consent under the Consumer Credit Act 1995

Under the Consumer Credit Act 1995 a customer's consent is required if the customer wishes ICS Mortgages to be able to telephone him/her at his/her place of employment/business in connection with a Credit Agreement. From time to time ICS Mortgages may need to contact you during working hours in connection with the account. Should you wish to give your consent you should sign this part. I/we hereby consent to ICS Mortgages contacting me/us by telephone at my/our place of employment/business.

Signature of first applicant:

Date:

/ /

Signature of second applicant:

Date:

/ /

Credit Checking and Reporting

Under the Central Bank's Consumer Protection Code, we are not permitted to offer you a credit product that you cannot afford. Therefore, in advance, of granting you a credit product of any type, we will check your credit rating against the Central Credit Register and the Irish Credit Bureau. This information supports a full and accurate assessment of your ability to repay. In addition, we are required by law to ensure that the Central Credit Register is kept up to date and we report personal and credit information to the Central Credit Register. We also report credit facilities to the Irish Credit Bureau ("ICB") in the legitimate interests of the Bank and the ICB. Please see the ICB's data protection notice, which is available at <http://www.icb.ie/pdf/Fair Processing Notice.pdf> for details of how the ICB will process your personal data, and how you may exercise your rights in respect of your personal data held by the ICB.

Insurance Protection

To protect your home, you should arrange the appropriate insurances. ICS Mortgages requires buildings insurance in all cases and strongly recommends contents insurance. If the property is your principal residence, life insurance is compulsory by law, with certain exceptions.

Arrears

Arrears are any element of a mortgage repayment that have not been made and remain outstanding. Interest at the mortgage rate will be applied to the outstanding balance of your loan which includes any payments missed. This may result in increased cost of credit.

Valuation

Prior to getting mortgage approval from ICS Mortgages we will need a property valuation. The valuation needs to be completed by an ICS Mortgages approved valuer and you can contact us to arrange the valuation. You must pay a valuation fee, which will be a standard maximum fee of €185 (however the fee may be higher depending on the size of the property) which includes VAT but excludes valuer's travel expenses. Final valuations: Properties incomplete at the time of the original valuation will require, on completion, a final valuation, the fee for which is €85.00 which includes VAT but excludes travel expenses.

Other fees

By signing this form, you are agreeing that any fees you need to pay are detailed in our Fees and Charges Schedule for Mortgages which are available on <https://www.icsmortgages.ie/>. On approval of your mortgage we will debit the agreed monthly instalment of your mortgage using the preferred method of payment that you have specified in your mortgage application.

Transfer of Mortgages i.e. Securitisation

Your attention is drawn to the possibility that ICS Mortgages, in common with many other mortgage lenders worldwide, may decide to securitise some of its mortgages. Financial Institutions are limited in the amount they can lend by the level of their capital and, to release capital to capitalise future lending's, including mortgage lending, mortgages may be transferred to investors.

This practice is known as securitisation. Relevant investors include the world's major financial institutions. In practice, you should not be aware of any effect from securitisation because ICS Mortgages will continue to manage your mortgage, including the setting of interest rates and the handling of arrears, subject to the powers and discretion of the transferee under such a scheme.

Responsible Lending – Our Approach

We have a responsibility to you to act as a prudent and responsible lender. That means that we will be open and honest with you in the manner in which we promote and offer our products. We will provide clear information on the cost of your borrowing and we will provide sufficient details in relation to fees, charges, and terms and conditions to enable you make an informed decision before entering into the transaction. Before advancing any facility, an assessment of your ability to meet the required repayments will be completed and any advance will be limited to the amount we believe will ensure you can meet repayments comfortably while still meeting other essential financial and lifestyle commitments. To assist us in this regard it is important that you provide us with a complete record of your financial affairs, particularly in relation to any non-bank commitments.

Arrangements for repaying your mortgage

Your monthly mortgage repayment will be due on the last day of each month. Depending on when your funds are released, your first mortgage repayment may not occur within a calendar month following drawdown of the funds. Please note that the interest will start to accrue on your mortgage from the date the funds are released.

Product Information

We confirm we have received the following (please tick)

ICS Mortgage Product Brochure

Data Protection Notice

Terms of Business

Fees and Charges Schedule.

Status of advice and suitability assessment

For the purposes of European Union (Consumer Mortgage Credit Agreements) Regulations 2016, ICS Mortgages will not provide advisory service in respect of mortgages. We will however assess product suitability and provide you with all explanations and product information required to make an informed decision. Should your application be approved, a Statement of Suitability setting out the reasons why the product(s) or service(s) offered is/are considered suitable, or the most suitable, for your particular needs, objective and circumstances will be issued to you as part of Loan Offer pack.

Lending criteria, terms & conditions will apply. Mortgage approval is subject to assessment of suitability and affordability. Applicants must be aged 18 or over. Security is required, and credit agreement will be secured by a mortgage or by a right related to residential immovable property. Life and Home Insurance are also required.

Direct Marketing

ICS Mortgages will use your personal data to identify products, services and benefits which we believe may be of interest to you. Based on your indicated direct marketing preferences below we will inform you on how you can avail of these products and services using the following methods:

	Applicant 1		Applicant 2	
	YES	NO	YES	NO
Post	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Home phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mobile Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Online	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Email	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Text message	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If at any time you change your mind and you wish to amend your direct marketing preferences, you may contact us by writing to ICS Mortgages, PO Box 1077, Maynooth, Co. Kildare, or calling 1890 542 542.

Explicit Consent

Where in support of this application I/we may have provided information, which comes under the definition of special categories of personal data (information regarding Race, Ethnic Origin, Political Opinion, Religious or Philosophical beliefs, Trade Union Membership, Biometric or Genetic Data, Health, Sex Life or Sexual Orientation) and/or information relating to criminal convictions/offences, I/we consent to its storage and use in relation to this application. I/we understand that the information will only be used for this purpose.

I/we may withdraw this consent at any time.

Signatures

Signature of first applicant:

Date:

 / /

Signature of second applicant:

Date:

 / /

Communications about your account

Notwithstanding your marketing choices above, we will contact you with information relevant to the operation and maintenance of your account using the contact details you have provided us with.

SEPA Direct Debit Mandate

Your Mortgage Reference Number:

For Office Use Only

Creditor Identification Number:

Creditor Name:

Creditor Address:

Debiting Account Details:

Requested Date of Monthly Repayment:

IBAN (Bank Account to be Debited):

BIC Code (The Bank Identifier code):

Your Name: (Name of Account to be Debited):

Your Address: (Address held by debiting Bank if joint account primary address)

City / Post Code:

Country:

Type of Payment: Recurring Payment

By signing this mandate form, you authorise (a) ICS Mortgages to send instructions to your bank to debit your account and (b) your bank to debit your account in accordance with the instruction from ICS Mortgages.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

Note: Where the account being debited is a joint account and more than 1 person is needed to withdraw funds, then all parties must sign this form.

Signatures

Signature of first applicant:

Date:

/ /

Signature of second applicant:

Date:

/ /

Note: Your rights regarding this mandate are explained in a statement that you may obtain from your bank.

IMPORTANT NOTE: No amendments are allowable to direct debits eight days prior to your repayment due date. If amendment is received during this period, the amendment will be processed after your next repayment due date.

Data Protection Notice

Data Controller

Dilosk DAC trading as 'Dilosk' and 'ICS Mortgages' ('the Company', 'We', 'Us' or 'Our') is a Data Controller within the meaning of the General Data Protection Regulations (697/2016/EU) ('GDPR') and applicable Irish data protection legislation (currently the Irish Data Protection Acts 1988 to 2003 as may be amended). As a Data Controller we are obliged to provide you with information on how we collect, use, store and share your personal data. This document has been made available for that purpose.

Data Protection Officer

The Company has appointed a designated Data Protection Officer. If you have any queries with respect to how the Company processes your personal data or wish to exercise your rights under GDPR please write to:

The Data Protection Officer, P.O. Box 1077, Maynooth.

Alternatively, you can email DPO@Dilosk.com. For general queries you can call Contact Support Number, e.g. 1890 542 542.

Information we Collect

We collect information: (i) you give us; (ii) information generated during the provision of our services or use of our websites, and; (iii) information provided to us by third parties.

Types of information we may collect or hold about you include:

- identity details, including your contact information;
- your financial details/financial circumstances;
- your marital status;
- your financial associations;
- information about you provided by others e.g. joint account applications;
- information which you have consented to us using; and
- other personal information such as: criminal conviction data; telephone recordings; and information provided when exercising your rights set out below.

Sometimes we may use your information even though you are not our customer. For example, you may be a beneficiary, guarantor, director or representative of a customer of ours or be a potential customer applying for one of our products or services.

Information We Need

If you do not provide certain information we may not be able to:

- assess your loan application;
- provide requested products or services to you;
- to continue to provide existing products or services;
- assess suitability.

We will tell you when we ask for information which is not a contractual requirement or is not needed to comply with our legal obligations.

Purposes of Processing and the Legal Basis for processing

We use, and share, your data where:

- you have agreed or explicitly consented to the using of your data in a specific way (e.g. to receive information on new products or services). If you have provided your consent you may withdraw your consent at any time by making contact with us;
- use is necessary to provide a service or fulfil a contract that you have entered into (e.g. to provide you with credit services or a mortgage) or because you have asked for something to be done so you can enter into a contract with us (e.g. you have asked us to provide you with a loan offer);

This includes:

- (a) Managing or administering your account, policy or other financial product(s);
 - (b) Processing your application(s) for credit or financial services;
 - (c) Where you apply for or avail of a credit facility, to carry out credit reviews including automated credit decision processes and to obtain details of your credit history from the Irish Credit Bureau ("ICB") or any other credit rating agency or Central Credit Register;
 - (d) Contacting you by post, telephone, text message, electronic mail or other means but not in a way contrary to your instructions to Us or contrary to law or regulation;
 - (e) Facilitating a potential or actual transfer of any mortgage loan or product provided to you or in connection with a securitisation.
- use is necessary because we have to comply with a legal obligation (e.g. establishing your identity, residence and tax status in order to comply with law and regulation concerning taxation, complying with our Anti-Money Laundering obligations, providing credit information to the Central Credit Register, and reporting to regulatory authorities and law enforcement);
 - use is necessary to protect your "vital interests" in exceptional circumstances;
 - use for our legitimate interests such as managing our business and fraud or crime prevention. This may include things like credit risk management, providing service information, conducting business and market research and compiling statistics, training and quality assurance, portfolio management and strategic planning, and the purchase or sale of assets. You may object to your personal information being used for these purposes.

Automated Decision-Making including Profiling

We may analyse your information using automated means to:

- help us understand your needs and develop our relationship with you;
- to help us to offer you products and service information we believe will be of interest to you;
- to make assessments where you apply for a financial product (e.g. a loan) including creditworthiness and affordability. We may make lending decisions based solely on an automated analysis of your information. The types and sources of the information we process by automated means about you are listed above.

We also use automated processing to assist in compliance with our legal obligations in connection with prevention of money laundering, fraud and terrorist financing, for example, to screen for suspicious transactions.

If you do not agree with any decision we make in relation to you which is based solely on automated processing, you can contact us at ICS Mortgages, PO Box 1077, Maynooth, Co.Kildare or call Contact Support Number, e.g. 1890 542 542.

Recipients of Your Personal Data – Third Parties

In the course of providing its services to you, complying with legal obligations or pursuing our legitimate interests, we may share your personal data with the following categories of recipients:

- third parties with whom: (i) we need to share your information to facilitate transactions you have requested, and (ii) you ask us to share your information;
- our appointed agents
- your authorised representatives;
- service providers who provide us with support services to enable delivery of our services;
- statutory and regulatory bodies (including central and local government) and law enforcement authorities;
- credit reference/rating agencies;
- debt collection agencies, budgeting and advice agencies, tracing agencies, receivers, liquidators, examiners, Official Assignee for Bankruptcy and equivalent in other jurisdictions, any other party involved in facilitating a potential or actual transfer of any mortgage loan or product provided to you or in connection with a securitisation;
- pension fund administrators, trustees of collective investment undertakings and pensions trustees, insurers/re-insurers;
- business or joint venture partners.

How long we will hold your Data

How long we hold your data for is subject to a number of pieces of legislation and regulations - as a general rule, we will keep your data for 6 years after the end of our relationship with you or the last service provided. We will however endeavor not to keep any of your personal data longer than is necessary to fulfil the relevant purpose and/or comply with a specific legal retention period.

Your Rights with respect to our use of your data

From 25 May 2018, you have several enhanced rights in relation to how we use your information, including the right, without undue delay, to:

- find out if we use, access or receive your information;
- have inaccurate/incomplete information corrected and updated;
- object to particular use of your personal data for our legitimate business interests or direct marketing purposes;
- to withdraw consent at any time where processing is based on consent.
- in certain circumstances, to have your information deleted or our use of your data restricted;
- in certain circumstances, a right not to be subject to solely automated decisions and where we make such automated decisions, a right to have a person review the decision;
- exercise the right to data portability (i.e. obtain a transferable copy of your information we hold to transfer to another provider);

If you wish to exercise any of your data rights, you can contact Our Data Protection officer by writing to the address above or emailing DPO@Dilosk.com.

If we are unable to deal with your request fully within a calendar month (due to the complexity or number of requests) we may extend this period by a further two calendar months and shall explain the reason why. If you make your request electronically, we will try to provide you with the relevant information electronically.

If you are not happy with any aspect of how your data is used, you also have the right to complain to the Data Protection Commission in Ireland. You can contact the Office of the Data Protection Commissioner at:

Telephone: +353 (0)761 104 800 or Lo Call Number 1890 252 231
Fax: +353 57 868 4757
Email: info@dataprotection.ie
Postal Address: Data Protection Commission,
Canal House,
Station Road,
Portarlinton,
R32 AP23,
Co. Laois.

Declarations & Authorisations

1. I/we apply to ICS Mortgages for a mortgage loan and declare that the information and Personal Details provided, and documentation furnished by me/us are true and correct, to the best of my/our knowledge, information and belief.
2. I/we agree to have the property adequately insured for the duration of the loan.
3. I/we agree that ICS Mortgages reserves the right to restrict, amend or withdraw any offer made.
4. I/we declare that I/we have never been insolvent and have never made arrangements with creditors and have never been involved in any court proceedings for debt.
5. I/we authorise ICS Mortgages to make all reasonable enquiries of my/our accountant, solicitor, mortgage lender, broker and/or any other person, in connection with and arising from my application and any aspect thereof.
6. By signing this form, I/we acknowledge that where I/we apply for or avail of a credit facility, ICS Mortgages and its Contracted Agents will: (a) carry out credit reviews including automated credit decision processes in line with the privacy notice below and will obtain details of my/our credit history from the Irish Credit Bureau ("ICB") or any other credit rating agency or Central Credit Register; (b) I understand that multiple credit reviews will be conducted where greater than 3 months has lapsed since first applying or availing of a credit facility and a credit review being conducted.
7. That in the event of my/our application being declined ICS Mortgages can provide a letter giving the reason for declining the application.

I/We consent to the acceptance, execution and/or storage of this application form in electronic format

Signatures

Signature of first applicant:

Date: / /

Signature of second applicant:

Date: / /