

# Declarations, Authorisations & Consents



**FINANCE IRELAND**  
Residential Mortgages

APPLICANT DETAILS This form is to be completed when seeking approval-in-principle for a mortgage loan.

## APPLICANT 1

Title: Mr  Mrs  Miss  Ms  Dr  Other

If Other, please state:

First name:

Middle name(s):

Surname:

## APPLICANT 2

Title: Mr  Mrs  Miss  Ms  Dr  Other

If Other, please state:

First name:

Middle name(s):

Surname:

**PLEASE READ THE FOLLOWING DECLARATIONS AND INFORMATION CAREFULLY BEFORE SIGNING.  
IF YOU DON'T UNDERSTAND ANY POINT PLEASE ASK FOR FURTHER INFORMATION.**

### INTERPRETATION

**"We"** means Finance Ireland Credit Solutions DAC, trading as Finance Ireland Residential Mortgages ("Finance Ireland"), and anyone (which expression includes successors and assignees) who becomes entitled to our rights under any Loan We make to You or any mortgage or security for that Loan and words such as "our, us" etc. should be read in the same way.

**"You"** means the applicant(s) as set out in this Form and intended to be and named as the borrower(s) in the Mortgage Deed and words such as "your, yours" etc. should be read in the same way. If there is more than one of You, references to "You" are to each or any of you individually, as well as to each and every one or more of you together jointly.

This **"Form"** means this form and any accompanying or supporting documentation that You provide now or in the future.

A **"Loan"** means any mortgage loan We may provide to You under a Loan Offer and secured by a Mortgage Deed.

A **"Mortgage Deed"** means the legal document to be signed by You to give us security over a Property in connection with a Loan Offer.

A **"Loan Offer"** means our written offer of a Loan based on the information provided by You in connection with this Form or an application for a Loan and subject to the terms and conditions applicable to that offer.

A **"Property"** means the property(ies) referred to in Your application for a Loan and proposed as security for the Loan under a Mortgage Deed.

### You confirm and agree that:

- 1) You consent to your mortgage intermediary acting for You in Your application for a Loan and where You have given information to your mortgage intermediary, You consent to your details and all the information in Your application for a Loan being manually inputted and subsequently transmitted electronically to us by Your mortgage intermediary. You consent to the uses and disclosures of your personal data as described in the Data Protection Notice below and You confirm that You have the consent of any joint applicant or third party whose personal data is being provided in connection with this Application to disclose and use their personal data for the purposes of your application.

- 2) You have chosen and/or have been advised to apply for approval-in principle for the Loan by your mortgage intermediary or other adviser. We are not responsible for any advice given or recommendation made by an intermediary or other adviser about the product You have chosen.

### DATA PROTECTION NOTICE USE OF YOUR PERSONAL DATA

We are a data controller (as defined by the Data Protection Acts 1988 and 2003) of your personal data and We will act in accordance with the Data Protection Acts 1988 and 2003 at all times. The details which you provide to us in this Form, together with any other details that are furnished to us in connection with Your application for a Loan, will be processed by us for the following purposes:

- Assessing your application and deciding whether to grant the loan requested;
- Verifying the information provided in the application;
- Conducting credit searches prior to and during the term of the Loan;
- Administering any resulting mortgage, including for debt collection and enforcement purposes and as otherwise reasonably required for the performance of any mortgage with us;
- Meeting legal and compliance obligations (including those relating to the prevention of money laundering); and
- For marketing purposes (depending on the marketing preferences you have expressed).

We will also use your personal data for the following purposes:

- (a) To identify You when You contact us;
- (b) To help administer, and contact You about improved administration of any accounts, services and products We have provided before, or provide now or in the future;
- (c) To carry out marketing analysis, customer profiling and to conduct research (including creating statistical and testing information using data provided by You);
- (d) To help to prevent and detect fraud or loss; and
- (e) For the purposes set out on the previous page.



We may also disclose personal data obtained about You in connection with this Form, your application for a Loan or the Loan to our group companies, insurers, suppliers, advisers, prospective assignees of the Loan (and their advisers) and any person to whom We assign or otherwise transfer our rights under the Loan including in connection with a securitization. Details of our group companies (the "Group") can be found via links on our website at [www.financeireland.ie](http://www.financeireland.ie). In circumstances where we disclose personal data obtained about You to prospective acquirers of the Loan, we will do so under strict conditions of confidentiality.

As part of our review and consideration of this Form or your application for a Loan, We may consult any other records or information that Finance Ireland or any other member of the Group holds or may obtain from a third party in relation to you (including, without limitation, in relation to any other loans or accounts you may hold with Finance Ireland or a Group company). We may also search records at credit registers or credit reference agencies, which may be linked to your spouse / partner, or other persons with whom You are linked financially. For the purposes of this Form or Your application for a Loan You may be treated as financially linked and You will be assessed with reference to "associated records". We, the credit registers or credit reference agencies and the fraud prevention agencies will also use your records for statistical analysis about credit, insurance and fraud. We may also give details of your account and how You manage it to credit registers or credit reference agencies.

We may apply to your current and previous employers, your accountant, landlord, lenders, insurance and/or pension providers to obtain references, details of your income, your existing financial commitments and any other information required to assess or review lending risks, recover debts or prevent fraud. We may disclose your personal information to your conveyancer (and if different our legal advisor) in connection with the work they do on your or our behalf in relation to the Loan or the Property. If you remortgage the Property with another lender, We may disclose to them the amount You must pay to us to repay your Loan. Where You are applying for a remortgage, We may obtain a repayment figure from your current lender(s). You authorise the people referred to in this paragraph to release that information to us.

When credit reference agencies receive a search from us they will:

- (a) Place a search "footprint" on your credit file whether or not your application for a Loan proceeds. The record of that search (but not the name of the organisation that carried it out) may be seen by other organisations when You apply for credit in the future.
- (b) Link together the records of You and anyone that You have advised is your financial associate including previous and subsequent names of parties to the account. Links between financial associates will remain on your and their files until such time as You or your spouse / partner, or other persons with whom You are linked financially successfully files for a disassociation with the credit reference agencies. If You are making a joint application or tell us that You have a spouse or financial associate, You must be sure that You have their agreement to disclose personal data about them and share this notice with them.

We may share your personal data (including your payment history with us) with credit reference agencies at any time during your relationship with us to verify your identity and suitability for a mortgage or as part of our fraud prevention measures.

Other organisations who are members of the credit reference agencies can access this data to: Consider applications for credit and credit related services, for You and any associated person; and trace debtors, recover debts, prevent or detect money laundering and fraud and to manage your account(s). Records shared with credit reference agencies remain on file for 6 years after they are closed (whether settled by You or if You have defaulted).

Fraud prevention agency records about You and members of your household will also be shared with other organisations to help prevent fraud and money laundering. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. You may obtain details of those credit reference and fraud prevention agencies from whom We obtain and to whom We pass information about You by telephoning our Customer Services Department on 1890 882 092 or on +353 1 647 0250. You have a legal right to these details. Further details explaining how the information held by fraud prevention agencies may be used can also be obtained by telephoning our Customer Services Department on 1890 882 092 or on +353 1 647 0250.

From time to time, service providers and organisations with whom We work to provide services to You or credit reference agencies with which We work, may be located outside the European Economic Area in countries that do not have the same standards of protection for personal data as Ireland. We will, however, always use every reasonable effort to ensure that your personal data is only transferred outside of the EEA in compliance with the Data Protection Acts 1988 and 2003.

You have the right to ask us to correct incorrect personal data which We may hold about You. You also have the right to obtain a copy of the personal data held by us about You (an "access request"). To do so You can write to Privacy, Finance Ireland, 85 Pembroke Road, Ballsbridge, Dublin 4, D04 YN53. If your application is made jointly with one or more persons, you agree that we may share your personal data with your joint applicant(s) at any time, including in response to an access request.

### YOUR MARKETING PREFERENCES

Your personal data may be used by Us and Our Group, to send to You information about our similar products or services to those You have received under this Form or in connection with Your application and which We consider may be of interest to You. Please tick the following box if You do not wish to receive such marketing communications from us and our Group via post, email, SMS and landline telephone:

Applicant 1:  Applicant 2:

Depending on the preferences You express below, Your personal data may be disclosed to other carefully selected third parties and partners whose products or services We consider may be of interest to You (further details of these third party organisations can be found under "Use of Your Personal Data"). Please tick the following box if You consent to receiving marketing communications from such third parties via post, email, SMS and telephone (mobile and landline):

Applicant 1:  Applicant 2:

You can contact us at 1890 882 092 or on +353 1 647 0250 any time to opt-out of receiving such marketing.

By signing below, You consent to the uses and disclosures of your personal data (including your sensitive personal data) as set out in the Data Protection Notice above, and You confirm that you have the consent of any joint applicant or third party whose personal data is being provided in connection with this Form or Your application for a Loan to disclose and use their personal data for the purposes of Your application for a Loan.

**APPLICANT 1****Print Name:****Signature:****Date:****APPLICANT 2****Print Name:****Signature:****Date:****IMPORTANT NOTICES****CONSUMER CREDIT ACT 1995 (AS AMENDED) NOTICES****WARNING: YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A MORTGAGE OR ANY OTHER LOAN SECURED ON IT**

Where the interest rate for the loan is variable:

**THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME.**

Where the loan is an endowment loan:

**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.****REGULATORY NOTICES****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.**

Where a tracker interest rate applies to the loan:

**WARNING: If you switch to an alternative interest rate, you will not be contractually entitled to go back onto a tracker interest rate in the future.**

Where a fixed interest rate applies to the loan:

**WARNING: You may have to pay charges if you pay off a fixed-rate loan early.**

Where the loan is to consolidate debts:

**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.**

Where a variable interest rate applies to the loan:

**WARNING: The cost of your monthly repayments may increase.**

Where the loan has an interest-only period:

**WARNING: The entire amount that you have borrowed will still be outstanding at the end of the interest-only period.**