

# Mortgage Application for Credit

Intermediary Mortgage Centre, permanent tsb Corporate Centre, Third floor,  
Carysfort Avenue, Blackrock, Co Dublin.

Account Number:

## Personal Details

Applicant's name(s):

Address of property to be mortgaged:

Applicant 1 PPSN:

Applicant 2 PPSN:

## Details of Mortgage Required

Purchase price/value of property: €

Mortgage type:

Amount of loan required: €

Repayment term required:

## Valuation

permanent tsb will require a valuation of and certain other information about the property you wish to buy and/or mortgage. The valuation report, of which you will obtain a copy, is designed specially for the needs of permanent tsb to help us decide if the property represents adequate security for the loan you require. The valuation report will be based on a limited inspection and is not intended to be a structural survey nor a condition report. It is important that you should not rely in anyway on the valuation report. It is possible that there are defects in the property which are not reported but which a more detailed inspection would reveal. This means that the valuation report may not make you aware of defects which could affect your decision to buy. permanent tsb recommends that you obtain a more comprehensive report or structural survey.

## Insurance

### Life Assurance

It is a condition on all repayment loans that Mortgage Protection Cover is effected before the loan cheque issues, permanent tsb can arrange this and the premiums may be incorporated in the monthly repayments for the duration of the loan. Alternatively applicants can make their own arrangements but the cover must meet permanent tsb requirements. Independent cover must be in place before the loan cheque is issued.

### Property Insurance

It is a condition on all loans that property insurance is effected before the loan cheque issues. permanent tsb can arrange this and the premiums may be incorporated in the monthly repayments for the duration of the loan. Borrowers have the right to effect and maintain such insurance as is required by permanent tsb with any recognised insurer or through any authorised agency of their choice. If you wish to exercise this right, you must notify permanent tsb on acceptance of a loan offer (if any) and on receipt of said notification permanent tsb shall inform you of its detailed insurance requirements. The loan will not be issued until permanent tsb's insurance requirements have been complied with to permanent tsb's reasonable satisfaction. Where the borrower ceases to maintain adequate insurance cover for the property at any time during the period of the loan agreement, permanent tsb may insure the property through its agency for not less than the estimated cost of reinstatement. The borrower will be liable for the premium monthly / annually for the duration of the loan.

## Responsible Lending – Our Approach

Whether you are borrowing by way of Term Loan to fund that special purchase, looking for a Mortgage to assist in the purchase of a property, or would like to avail of an overdraft or credit card facility, 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. It is therefore important that you complete the following brief questionnaire carefully, as the information will be used to determine the appropriateness of our product offering to you.

- |  |                          |                          |
|--|--------------------------|--------------------------|
|  | No                       | Yes                      |
| a) Do you or your spouse / partner have any savings or shares in a Credit Union?   | <input type="checkbox"/> | <input type="checkbox"/> |
| b) Do you or your spouse / partner currently hold loan account(s) in a Credit Union?   | <input type="checkbox"/> | <input type="checkbox"/> |
| c) Have you or your spouse / partner previously held loan account(s) with a Credit Union?  | <input type="checkbox"/> | <input type="checkbox"/> |
| d) Do you or your spouse / partner have any other Non-Bank repayment commitments?<br>(for example - Occupational Loan Scheme, Money Lender, Family Member) | <input type="checkbox"/> | <input type="checkbox"/> |

Note : If the answer to any of (a) to (d) above if “Yes” , please provide full details of each facility in the box provided below.

Name of Credit Union / Other Lender	Savings Balance	Loan Balance	Monthly Commitment
	€	€	€
	€	€	€
	€	€	€

## Known Future Changes in your Circumstances

Are you aware of any possible changes to your future circumstances that may affect your ability to meet your repayments on this facility? Yes  No   
If yes, please give details:

## Customer Consent - Special Category Data - Health Related Information (If Provided)

I/We have provided specific health-related information in the form above which I/We feel is relevant to the application for this product.

I/We understand that Permanent TSB will only use this information in the decision process for my/our mortgage

I/We understand that Permanent TSB will retain this information as part of the record of this decision as Permanent TSB is obliged to do under the Consumer Protection Code.

I/We hereby consent to Permanent TSB using my/our personal health information in the decision process.

Signature of first applicant:  Date:  /  /

Signature of second applicant:  Date:  /  /

**\* Only applicable where health-related personal data is disclosed.\***

## Consent under the Consumer Credit Act 1995

Under the Consumer Credit Act 1995 a customer’s consent is required if the customer wishes permanent tsb to be able to telephone him/her at his/her place of employment/business in connection with a Credit Agreement. From time to time permanent tsb 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 permanent tsb contacting me/us by telephone at my/our place of employment/business.

Signature of first applicant:  Date:  /  /

Signature of second applicant:  Date:  /  /

# Important Declarations

## 1. Declarations regarding Disclosure and verification of consumer information

I/we declare that the information declared in this form is a fair reflection of any non-bank savings or loan commitments held in my/our name(s). I/we understand that knowingly withheld or falsified information provided may result in a withdrawal of credit. I/we understand that credit cannot be granted if I/we choose not to provide the information or verification as specified by permanent tsb in order to carry out an assessment of creditworthiness.

## 2. Product Information

**I \we confirm we have received the following**

- Permanent TSB Mortgage Product Brochure
- Variable Rate Mortgage Policy - Summary Statement
- Terms & Conditions and Personal and Business Banking Charges booklet
- Terms of Business
- Summary Data Protection Notice

## 3. Status of advice and suitability assessment

For the purposes of European Union (Consumer Mortgage Credit Agreements) Regulations 2016, permanent tsb will not provide advisory service in respect of mortgages. Your Intermediary will assess product suitability and provide you with 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, objectives and circumstances.

## 4. Signature & Declaration

I/We declare that I/we am/are of full age and I/we hereby make application for an advance with permanent tsb upon mortgage of the property described above. I/we declare that the foregoing statements and particulars and any other information I/we have given to permanent tsb to be strictly true, to the best of my/our knowledge and belief.

I/We acknowledge that, in order to process this loan application, permanent tsb its servants and agents will hold and process information in connection with this application (together with such other information supplied to or obtained by permanent tsb separately) and will hold and process same for administrative, customer care and service purposes and the statistical purposes of the Department of the Environment, Community and Local Government where required by that Department. permanent tsb may also pass this information to other companies within the permanent tsb group in connection with those purposes.

I/We further acknowledge that permanent tsb will supply such information as I/we have given to permanent tsb to an insurance company, if it is necessary, to obtain a suitable Mortgage Indemnity Policy.

I/we have read the section above headed "Valuation" and I/we understand that I/we should not rely on the valuation report in any way in deciding whether or not to purchase the property. I/We understand that if, contrary to the permanent tsb recommendation, I/we do not request or obtain an independent structural survey for my/our own purposes, I/we run the risk that the property may suffer from serious defects which are not mentioned in the Valuation Report and that the Report may be defective, or may be inadequate for my/ our purposes. I/We further understand that should permanent tsb grant a loan, this does not signify an assurance or guarantee that the property is soundly constructed and free from defects.

I/We note that if I/we are approved by permanent tsb for a loan that at any time before the completion of the mortgage transaction permanent tsb has the right to withdraw or vary the approval subject to applicable law. In the event that I/we wish to change any of the details on the application, the changes will be recorded on the loan approval (this refers to the Credit Agreement) without the necessity of re-signing a further application form.

I/We have had the necessary time to consider and query the information provided to me in relation to my application.

I/We hereby acknowledge that permanent tsb may transfer the benefit of the mortgage to any other person for the purposes of securitisation or other reason for which permanent tsb believes such a transfer should take place.

**\*\*By signing below you are agreeing 1-4 as outlined above\*\***

Signature of first applicant:  Date:   /   /

Signature of second applicant:  Date:   /   /

### Direct Marketing, Permanent TSB

Permanent TSB will use your personal data to identify our 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:

	Applicant1		Applicant2			Applicant1		Applicant2	
	Y	N	Y	N		Y	N	Y	N
Post	<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"/>
Home phone	<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"/>					

**Please indicate your consent to be contacted by mobile phone**

Applicant 1 YES  NO  Applicant2 YES  NO

If at any time you change your mind and you wish to amend your direct marketing preferences, you may contact us by writing to FREEPOST F4940, Customer Data Quality (Direct Marketing ), Permanent TSB p.l.c., 56-59 St. Stephen’s Green, Dublin 2, by phone on 1890 500 121 or +353 1 212 4101 or go to your local branch.

### Direct Marketing, Third Party Products

Permanent TSB would like to use your personal data to provide you with information about products, services or special offers (for example rewards, discounts and cashback programmes) from carefully selected third parties. Permanent TSB will never share your personal data with these third parties for marketing purposes.

I hereby consent to being contacted for direct marketing of third party products and services using the methods selected across:

Applicant 1 YES  NO  Applicant2 YES  NO

If at any time you change your mind and you wish to amend your direct marketing preferences, you may contact us by writing to FREEPOST F4940, Customer Data Quality (Direct Marketing ), Permanent TSB p.l.c., 56-59 St. Stephen’s Green, Dublin 2, by phone on 1890 500 121 or +353 1 212 4101 or go to your local branch.

## Important Notices

### Permanent TSB 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.

Further information in relation to our disclosure of your personal data to the Central Credit Register and the ICB can be found in our Data Protection Notice.

### Using your personal data

In providing personal banking services to you, we need to process personal data about you. This involves asking you for specific personal data, processing this personal data and storing it for a period of time. An explanation of how your personal data is used in the provision of our services to you, our running of the bank and your rights in relation to your personal data is provided in the summary Data Protection Notice included with this pack.

If you would like a copy of the full Data Protection Notice, please ask a branch staff member, call Open24 on 1890 500 121 or view it at [www.permanenttsb.ie](http://www.permanenttsb.ie)

### Sharing Information with your Broker / Intermediary

Permanent TSB will require your consent if you wish Permanent TSB to share personal data in relation to your mortgage with your authorised intermediary. Such information may include interest rate changes, loan completion date or redemption amounts (where you have requested this information). Permanent TSB will not share information relating to the conduct of your mortgage.

I/We hereby consent to Permanent TSB sharing my/our personal information (as described above) in relation to this mortgage with my/our mortgage intermediary.

Signature of first applicant:	<input type="text"/>	Date:	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>
Signature of second applicant:	<input type="text"/>	Date:	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>

**Please note:** You may withdraw your consent at any time. Your consent to share this personal information is not required for the application of this mortgage product.

## Important regulatory information concerning Consumer Credit Act 1995 Consumer Credit Act 1995, Distance Marketing, Consumer Protection Code 2012 and European Union (Consumer Mortgage Credit Agreements) Regulations 2016.

Please note carefully the following information relating to Housing Loans.

The following warning applies in the case of fixed rate loans:

**WARNING: YOU MAY HAVE TO PAY CHARGES IF YOU PAY OFF A FIXED RATE LOAN EARLY.**

### Fixed Rate Loans

Whenever (i) repayment of a loan in full or in part is made or (ii) with the agreement of permanent tsb, the loan is switched to a variable rate loan or other fixed rate loan, before expiry of the Fixed Rate period (hereinafter called the "Early Termination"), the applicant shall, in addition to all other sums payable as a condition of and at the time of the Early Termination, pay a sum equal to the permanent tsb's estimate of the loss (if any) arising from the Early Termination. In the calculation of the said loss, permanent tsb shall endeavour to apply in so far as it is fair and practicable.

This is how the fee is calculated;

$$C = (I-S) \times R \times (M-T)/12$$

"C" is the charge to compensate for the loss (if greater than 0),

"I" is the swap/market fixed interest rate for the term of the Fixed Rate Period at the date of its commencement,

"S" is the swap/market interest rate for the remaining fixed period,

"R" is the amount of the Fixed Rate loan balance paid or switched at the date of Early Termination,

"M" is the fixed Rate Period (in months) and,

"T" is the time expired of the Fixed Rate Period at the date of Early Termination (in months).

Here is a worked example; "I" = 5%, "S" = 3%, "R" = €100,000, "M" = 24 months, "T" = 12 months.

$$C = (5\% - 3\%) \times €100,000 \times (24 - 12) / 12$$

$$\text{So, } C = 2\% \times €100,000 \times 12 / 12$$

$$C = €2,000$$

### Valuation

A valuation must be carried out on the property you intend buying and a valuation fee must be paid. The maximum valuation fee is €150 which includes VAT but excludes valuer's travel expenses. The valuer's travel expenses are: 1-20km = Nil, 21km - 40km = €1.00 per km, above 40km to be agreed between the Customer and the Valuer prior to inspection. Properties incomplete at the time of the original valuation will require, on completion, a final valuation, the fee for which is €75 which includes VAT but excludes travel expenses. Additional loans will require an Opinion of Value ("drive by" valuation) the fee for which is €75 which includes VAT but excludes travel expenses. The valuation fee is refunded if the application is not accepted.

### Legal Fees

You will need a solicitor to act on your behalf when buying your new home. There's no set fee for handling the purchase of a property, so check out the professional fees and property registration fees applicable with yours. A bank solicitor is required, for all Resident and Non-Resident Buy-to-Let mortgages, for loan amounts greater than €75,000. The amount payable, for a standard Buy-to-Let mortgage, is €1,000 plus 23% VAT and outlay. This amount is payable by the Borrower(s) and must be paid directly to the banks solicitor prior to the release of the loan cheque. The amount payable by the Borrower(s) is in addition to the borrower(s) solicitor fees.

### Other

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. Subject to current lending criteria and terms and conditions. Please note that if you require your Solicitor to take up your title deeds on Accountable Trust Receipt in the future (unless you are taking out a new mortgage with permanent tsb) there is a fee of €35. There is also a fee of €35 for vacating or releasing your mortgage.

### 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.

**WARNING: IF YOU DO NOT KEEP UP YOUR REPAYMENTS YOU MAY LOSE YOUR HOME.**

**WARNING: IF YOU DO NOT MEET THE REPAYMENTS ON YOUR LOAN, YOUR ACCOUNT WILL GO INTO ARREARS. THIS MAY AFFECT YOUR CREDIT RATING WHICH MAY LIMIT YOUR ABILITY TO ACCESS CREDIT IN THE FUTURE.**

**WARNING: YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A MORTGAGE OR ANY OTHER LOAN SECURED ON IT.**

The following warning applies in the case of variable rate loans:

**WARNING: THE COST OF YOUR MONTHLY REPAYMENTS MAY INCREASE.**

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

**NOTICE: UNDER THE CREDIT REPORTING ACT 2013 LENDERS ARE REQUIRED TO PROVIDE PERSONAL AND CREDIT INFORMATION FOR CREDIT APPLICATIONS AND CREDIT AGREEMENTS OF €500 AND ABOVE TO THE CENTRAL CREDIT REGISTER. THIS INFORMATION WILL BE HELD ON THE CENTRAL CREDIT REGISTER AND MAY BE USED BY OTHER LENDERS WHEN MAKING DECISIONS ON YOUR CREDIT APPLICATIONS AND CREDIT AGREEMENTS.**

*The Central Credit Register is owned and operated by the Central Bank of Ireland.*

*For more information see [www.centralcreditregister.ie](http://www.centralcreditregister.ie)*

# General Distance Marketing Information

## Housing Loan

NOTE: THIS INFORMATION DOCUMENT APPLIES TO YOU IF YOU HAVE DEALT WITH US AT A DISTANCE E.G. PHONE, INTERNET OR POST. IN OTHER WORDS WHERE THERE IS NO FACE TO FACE CONTACT BETWEEN YOU AND US OR BETWEEN YOU AND A MORTGAGE BROKER/INTERMEDIARY.

This information is supplied to you in accordance with our obligations under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 as amended.

## Information about us

1. We are permanent tsb p.l.c. Our main business is banking and our principal place of business is 56-59 St Stephen's Green, Dublin 2.
2. We are a public limited company registered with the Companies Registration Office under registration number 222332 and we are a licensed bank regulated by the Central Bank of Ireland. We are an insurance intermediary for Financial Insurance Company Limited (trading as Genworth Financial) and Allianz plc and a tied assurance agent of Irish Life Assurance plc. If you have been introduced to us by a mortgage broker/intermediary you will be aware of their identity and address.

## Information about the Financial Service

3. 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 normally between 10 to 35 years by monthly or other periodic instalments;
  - » There are a number of different types of housing loan which may be repaid as follows:
    - in the case of an annuity or repayment loan, by repayments of principal and interest; or
    - in the case of a bridging loan either by monthly repayments comprising of interest only with the principal being repaid on expiry of the loan term or by deferral of all repayments until expiry of the loan term whereupon the principal and all interest accrued thereon are repaid.
  - » Interest on housing loans is payable at a rate which will vary over the term of the loan in accordance with prevailing interest rates or, if we so agree at your request, our applicable fixed rate for fixed periods;
  - » Housing loans are secured by a mortgage over your property and any additional security that may be required by us;
  - » If you make any default in repayment, we may repossess your property on foot of the mortgage and realise any security given to us and you must pay to us the costs and expenses that we incur in recovering payment from you;
  - » Fees - A valuation report fee is payable, the maximum fee being €150.00 which includes VAT.
    - A valuers travel expenses are payable as follows: -
    - 1-20km = Nil
    - 21km - 40km = €1.00 per km
    - Above 40km to be agreed between the Customer and the Valuer prior to inspection
4. 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 protection insurance and home insurance premiums.
5. 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

## Your right to cancel the contract

6. You do not have a right to cancel the contract once you have drawn down a housing loan but you may repay a housing loan early as outlined in the next paragraph.
7. Whenever (i) repayment of a loan in full or in part is made or (ii) with the agreement of permanent tsb, the loan is switched to a variable rate loan or other fixed rate loan, before expiry of the Fixed Rate period (hereinafter called the "Early Termination"), the applicant shall, in addition to all other sums payable as a condition of and at the time of the Early Termination, pay a sum equal to the permanent tsb's estimate of the loss (if any) arising from the Early Termination. In the calculation of the said loss, permanent tsb shall endeavour to apply in so far as it is fair and practicable. This is how the fee is calculated;  $C = (I-S) \times R \times (M-T) / 12$  "C" is the charge to compensate for the loss (if greater than 0), "I" is the swap/market fixed interest rate for the term of the Fixed Rate Period at the date of its commencement, "S" is the swap/market interest rate for the remaining fixed period, "R" is the amount of the Fixed Rate loan balance paid or switched at the date of Early Termination, "M" is the fixed Rate Period (in months) and, "T" is the time expired of the Fixed Rate Period at the date of Early Termination (in months). Here is a worked example; "I" = 5%, "S" = 3%, "R" = €100,000, "M" = 24 months, "T" = 12 months.  $C = (5\% - 3\%) \times €100,000 \times (24 - 12) / 12$  So, C = 2% x €100,000 x 12 / 12, C = €2,000
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. We may also enforce our mortgage over your property and sell it and realise any security given to us and apply the proceeds of sale in repayment of the loan and all interest and costs and expenses.

## Governing Law & 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, which we supply to you, and all other communications with you will be in English.

## Complaints 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 a complaint please telephone or write to:
  - Customer Relations Department
  - permanent tsb, Churchyard Lane, Douglas, Cork.
  - Phone: 1890 818 700
  - Fax: 021 730 4597
  - E-mail: CustomerRelationsDepartment@permanentsb.ie
13. If you are dissatisfied with the outcome of our efforts to resolve your complaint you may refer your complaint to:
  - Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2
  - Lo-call: 1890 88 20 90
  - Telephone: 01 662 0899
  - E-mail: enquiries@financialombudsman.ie