

Home Loan

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION.
PLEASE READ CAREFULLY AND RETAIN FOR FUTURE REFERENCE.

Terms & Conditions

Your agreement with us (Member First Credit Union, Ltd.) for your Member First Credit Union Home Loan Facility consists of these terms and conditions and the following additional terms and conditions:

- any terms and conditions implied by law in the credit union-customer relationship (except to the extent that they conflict with these terms and conditions);
- the application form and credit agreement completed by you when applying for your loan (Application Form/Credit Agreement);
- all signing instructions in respect of your account that you give us from time to time and all other documents that are incorporated, either expressly or otherwise, into these terms and conditions.

Copies of these terms and conditions may be obtained from your Credit Union or on our website www.mfcu.ie. If you have any questions with regards to these terms and conditions, we will be happy to discuss them with you.

1. Loan Availability

- 1.1 This product is available to new and existing members of Member First Credit Union Ltd. from the age of 18 years up to 70 years.
- 1.2 The loan is available for the purchase or refinance of a principal private residence (owner occupied) within the State.
- 1.3 Security will be required by means of a first legal charge on the property and the title to the property must be satisfactory with good marketable title. The Credit Union has the right to possession of the documents of title to any property over which it has first legal mortgage or charge for so long as any amount or liability secured by the mortgage or charge remains outstanding.
- 1.4 Additionally a legal assignment of a mortgage protection policy will be required for the term of the Loan, which will repay the whole of the loan if you die before the loan is repaid.
- 1.5 The maximum amount of the loan is €350,000.

- 1.6 The maximum Loan to Value (LTV) is 80% which will be evidenced by an independent valuation, the cost of which will be borne by the member.
- 1.7 A valuation of the property must be provided by a valuer acceptable to the Credit Union and the valuation report remains the property of the Credit Union.

2. Applying for a Loan

- 2.1 An application for a home loan (mortgage) may be made by completing the relevant loan application form as provided by the Credit Union for this purpose. Unless we already hold it, you must supply us with all necessary information and documentation to satisfy our obligations to identify you under legislation to combat money laundering and terrorist financing.
- 2.2 In agreeing to advance the home loan, you agree to borrow funds subject to the terms and conditions set out in the credit agreement/letter of offer.
- 2.3 We reserve the right to withdraw or vary approval at any time before the completion of the mortgage transaction. You may also withdraw before the completion of the mortgage transaction.

3. Term of the Loan

- 3.1 The minimum terms of the loan is 5 years with a maximum term of 25 years.

4. Drawdown/Security

- 4.1 You must within 30 days of receiving a letter of offer, confirm in writing your willingness to accept the offer.
- 4.2 You must draw down the loan in one full amount no later than 90 days after the loan is approved. In the event that the loan does not draw down within this period, the loan offer will lapse and you will be obliged to reapply with a new application and supporting documentation.
- 4.3 For a period of 14 days after the date of the drawdown of the mortgage you may exercise your right to cancel the agreement. You will be required to repay any monies drawn down together with any interest which has accrued since the date of drawdown in full.
- 4.4 Funds may not be drawn down until such time as Member First Credit Union Ltd. confirm that satisfactory insurance is in place i.e. life assurance, buildings insurance etc.

- 4.5 You must pay all premiums on aforementioned policies when due and in particular must maintain the policies until such time as all money owing to the Credit Union in connection with the mortgage has been repaid in full.

5. Repayment

- 5.1 You agree to promptly repay the loan and to pay interest on it in accordance with the terms and conditions of the credit agreement.
- 5.2 Loan repayments can be made by Direct Debit and Electronic Funds Transfer.
- 5.3 Repayments can only be made on a monthly basis.
- 5.4 In the event that your repayment becomes due on a date we are not open for business, you must pay it on the next business day.
- 5.5 You can terminate the loan agreement at any time by repaying everything you owe in connection with the loan including accrued interest.

6. Interest

- 6.1 The current rate of interest chargeable on a home loan is 4.50% variable, APR 4.59%.
- 6.2 Details of the rate will be advised to you on loan application.
- 6.3 Interest will be calculated and accrued based on the daily balance of the loan amount outstanding.
- 6.4 We charge interest to your account on a daily basis.
- 6.5 We may from time to time increase or reduce the interest rate. You will receive written notice of any variation in the interest rate and the resulting impact on your repayment.

7. Statements

- 7.0 A statement of your home loan account will be issued to you on an annual basis.

8. Arrears

- 8.1 In the event that your mortgage account goes into arrears with a repayment not being made on the due dates or any of them, or of any breach of the conditions of the loan, the Credit Union may demand an early repayment of the principal and accrued interest.

- 8.2 If on realisation of its security the net proceeds are insufficient to discharge your total debit outstanding, you will immediately pay the amount of the deficiency with interest until fully discharged.
- 8.3 The loan and any interest relating to the loan is immediately repayable in the event of your bankruptcy, death or contractual incapacity.

9. Joint and Several Liability

- 9.1 If your mortgage is in joint names, the obligations of the joint mortgage account holders to us under these terms and conditions and credit agreement, in respect of all operations of the account are joint and several and the act or default of any of them shall be deemed to the act or default of all of them.
- 9.2 Correspondence and notices in relation to a joint account will be sent by us to the first named person on the account. Such correspondence and notices will be deemed by us to have been received by all parties to the mortgage.

10. Fees & Charges

- 10.1 There are no set up charges, maintenance or transaction fees on your home loan account.
- 10.2 Should the Credit Union change its fees and charges, we will publish the new fee structure in at least one national newspaper. We will also display those fees and charges on notices in our branches and on our website www.mfcu.ie.

11. Changes to these Terms and Conditions

- 11.1 We may change these terms and conditions from time to time.
- 11.2 We will notify you of any change to these terms and conditions either by a notice sent to you by post, by a notice in our branches or by a notice on our website, by a notice published in local and/or national newspaper or by any other means required or permitted by law.
- 11.3 These terms and conditions are in English and we will only write and communicate with you in English.

12. Contacting each other

- 12.1 Our head office is Member First Credit Union Limited, Artane Roundabout, Malahide Road, Dublin 5.

- 12.2 We are a public limited company registered at the Companies Registration Office, Dublin under registration number C13825.
- 12.3 Our principal business is the provision of financial services and we are regulated as a credit institution by the Central Bank of Ireland.
- 12.4 If you wish to contact us in relation to your account, please telephone 01 8513400.
- 12.5 Subject to applicable law, we may contact you in person or by phone, post or hand delivery, or by fax, email, online or other electronic means.
- 12.6 You will be deemed to have received any notice sent by us to the last address notified by you immediately upon delivered if delivered by hand and 2 business days after dispatch if sent by ordinary post, even if it is mis-delivered or returned undelivered. Any notice sent by fax, email or online will be deemed to have been received by you at the time it is sent.
- 12.7 In the event that you change your address, you must notify us immediately so we can update our records accordingly.
- 12.8 We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service level standards and to ensure the security of our business and that of our customers and staff, and for the purposes of training our staff.
- 12.9 These terms and conditions are in English and we will only write and communicate with you in English.

13. Complaints

- 13.1 In the event that you wish to make a complaint, you may do so by writing to us directly at Member First Credit Union Limited, Artane Roundabout, Malahide Road, Dublin 5.

If you are not satisfied with the outcome of your complaint, you are entitled to take your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2. Further details of our complaints procedure are set out in www.mfcu.ie.

14. Data Protection

- 14.1 We will at all times comply with our obligations in accordance with applicable data protection laws and regulations as regards relevant data in our possession relating to you.
- 14.2 You agree that we may hold and process information about you for the purposes of

operating your account.

- 14.3 We will make all disclosures and provide all information required to the Irish Revenue Commissioners and other relevant authorities in accordance with applicable laws and regulations.

15. Liability

- 15.1 We shall not be liable to you for breach of contract or for any loss of cost suffered or incurred by you in the event we cannot carry out our responsibilities to you due to circumstances beyond our reasonable control including, amongst other things, acts of God, fire, acts of government, war, civil unrest, inability to communicate with third parties, failure of any computer or telecommunications system, or failure of any payment, settlement or clearance system, labour disputes or the acts of omissions of our agents or any other third party.
- 15.2 We shall not be liable to you if you are claiming for any loss or damage arising from any delay or refusal to carry out any instruction for a payment to or from your loan account where we are entitled to do so in accordance with these terms and conditions or by law, or for any loss or damage you may suffer as a result.
- 15.3 Clause 15.2 will not apply if the Credit Union acts fraudulently, with wilful default or gross negligence, or where the law does not allow us to exclude our liability.
- 15.4 You will be liable to indemnify us for any loss or expenses (including legal fees) that we may incur resulting from any breach of these terms and conditions by you.

16. Governing Law and Jurisdiction

- 16.1 The Mortgage Application Form and Credit Agreement and any non-contractual obligations arising out of or in connection with these documents, is governed by and construed in accordance with the laws of Ireland.

17. Miscellaneous

- 17.1 You shall notify the Credit Union of any changes in your personal or financial circumstances prior to the drawdown of the Loan. Without limiting its ordinary meaning 'financial circumstances' shall include actual or threatened redundancy or other matter which would in the Credit Union's opinion be likely to reduce your repayment capacity. In the event of any change in financial or personal circumstances or in the event of the Credit Union becoming aware of any mis-statement in your application for the Loan, the Credit Union may refuse to allow the Loan to be drawn down and withdraw this Letter of Offer.

WARNING

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

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

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.

WARNING

IF YOU CANCEL OR MAKE A CLAIM FOR REIMBURSEMENT OF A DIRECT DEBIT REPAYING YOUR MORTGAGE ACCOUNT, AND FAIL TO MAKE ALTERNATIVE ARRANGEMENTS FOR PAYMENT, YOUR ACCOUNT WILL GO INTO ARREARS.

MPLT&C – 03/17

Member First Credit Union, Ltd. is regulated by the Central Bank of Ireland