

Explanation and Implications of 'Not Co-operating'



WARNING: It is very important that you co-operate with us in relation to your mortgage difficulties. Whilst you are co-operating the CCMA offers you protection, however if you do not co-operate with us under the code of the CCMA then the implications could include the following:

- (i) Loss of the protection afforded to you by the Mortgage Arrears Resolution Process (MARP);
- (ii) Legal proceedings may commence for repossession of your property immediately after classifying you as not co-operating;
- (iii) It could impact your eligibility for a Personal Insolvency Arrangement in accordance with the eligibility criteria set out in the Personal Insolvency Act 2012;

WARNING: With regard to the potential for legal proceedings for repossession of your property, irrespective of how the property is repossessed and disposed of, you will remain liable for the outstanding debt, including any accrued interest, charges, legal fees, selling and other related costs.

Under the CCMA you can only be considered as not co-operating when:

1. any of the following apply to your case:

- a) you fail to make a full and honest disclosure of information to Start Mortgages, that would have a significant impact on your financial situation;
- b) you fail to provide information, relevant to your financial situation, within specified timelines. *(Our timeline for returning appropriate supporting information, including a completed Standard Financial Statement is 20 days);*

or

c) a three month period elapses:

- i. (A) where you have not entered into an alternative repayment arrangement, and during which you:

(i) have failed to meet your mortgage repayments in full in accordance with the mortgage contract ;

or

(ii) meet your mortgage repayments in full in accordance with the mortgage contract but have an arrears balance remaining on the mortgage;

or

(B) where you have entered into an alternative repayment arrangement, and during which you have failed to meet in full repayments as specified in the terms of an alternative repayment arrangement;

and

ii. during which you:

(A) have failed to make contact with, or respond to any communications from, Start Mortgages or a third party acting on our behalf;

or

(B) have made contact with, or responded to communications from, Start Mortgages or a third party acting on our behalf but have not engaged in such a way that enables us to complete an assessment of your circumstances;

and

2. a warning letter has been issued to you and you have not carried out the action(s) specified in that letter.