

**This Terms of Business is effective from 1<sup>st</sup> April 2018.**

This document is intended to provide you with information that will assist you as our customer. Please take the time to read this page in full. If there is anything in this page that you do not understand please do not hesitate to call us on (0818) 220 666 and we will answer any questions you may have.

## **Start Mortgages - Company Information**

Start Mortgages Designated Activity Company is a wholly owned subsidiary of Start Mortgages Holding Limited. Start Mortgages Holding Limited is owned by 'LSF IX Java Holdings Designated Activity Company'. Our registered office is:

*Trimleston House, Beech Hill Office Campus, Clonskeagh, Dublin 4.*

If you need to contact us, please use one of the following options:

- Call **0818 220 666**
- Email **customerservices@start.ie**
- Send a fax to **(01) 209 6363**

## **Consumer Information**

Start Mortgages DAC trading as Start Mortgages is regulated by the Central Bank of Ireland.

Start Mortgages is authorised by the Central Bank of Ireland as a retail credit firm and is subject to the Consumer Protection Code, the Code of Conduct on Mortgage Arrears, the Minimum Competency Code and the Fitness and Probity Regime which offer protection to consumers and can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).

## **Our Services**

Start Mortgages principal business is mortgage lending and mortgage servicing however Start Mortgages is not currently offering New Mortgages or Further Advances.

## **Consumers Personal Data**

Your personal data is information or facts about you that we store on computer or paper.

Start Mortgages complies with its obligations under the Data Protection Acts 1988 and 2003.

Start Mortgages uses security measures to protect your information. We will not share your personal data with third parties outside of Start Mortgages without your consent unless the sharing of information is required for the management and administration of your account. Sometimes, other companies and individuals work on our behalf or give us information to help us make decisions. For example, to analyse data, collect debts, trace information and process information. We contract with all third parties, to whom we give your information for these purposes, to keep your information confidential and to abide by the law on data protection.

We will also share your Personal Data with third parties if we believe in good faith that we are permitted or required to disclose it in accordance with any applicable law, a summons, a search warrant, a court or regulatory order, or other valid legal process.

You have the right to receive a copy of your personal data held by Start Mortgages following a written request and also to have any inaccuracies in your personal data corrected.

### **Conflicts of Interest**

Where a conflict of interest cannot be reasonably avoided, we will only undertake business with you having first informed you of the conflict of interest and following receipt from you of a written acknowledgement that you are aware of the conflict of interest and still want to proceed.

### **Arrears**

If you are in arrears on your mortgages payments or think that you are in danger of falling into arrears, then you should contact our Arrears Support Unit (ASU) immediately on Lo Call **1850 818 000** or **(01) 209 6300**. Please also access our Arrears Help page on our website **www.start.ie** for full information about the Mortgage Arrears Resolution Process. In accordance with the Code of Conduct on Mortgage Arrears we will endeavour to assist you.

### **MARP Appeals Process**

Should you not agree with Start Mortgages' Alternative Repayment Arrangement (ARA), our decision not to offer an ARA or our decision to classify you as not co-operating, the process for submitting an appeal can be accessed through our Appeals Process page on our website **www.start.ie**.

### **Default**

If you fail to meet your obligations to us, we will contact you to request that you resolve matters. In the event that you do not remedy the matter, we may take such steps (including legal proceedings and enforcement of security) as we deem necessary to enforce your obligations to us.

### **Complaints Process**

However, should you be unhappy with any other aspect of your treatment by us, you may inform our Customer Services Department by phone or in writing of your wish to register a complaint. The process for submitting a complaint can be accessed through our Complaints Process page on our website **www.start.ie**

The following is an outline of how we will deal with your complaint:

- All complaints are acknowledged within 5 business days.
- We aim to complete our investigations and provide a response to your complaint within 20 business days. However, should we be unable to respond within this timeframe, we will write to you with regular updates at least every 20 business days explaining the reasons for the delay.
- In the unlikely event that 40 business days have elapsed since receipt of your complaint, and the investigation is still ongoing, you will be advised of the anticipated timeframe within which we hope to have your complaint resolved. Also, if we have not responded to your complaint at this point, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman. The contact details can be found below.
- Following our investigations, we will issue our Final Response letter outlining our findings.
- Should you remain dissatisfied, it is your right to refer your complaint to the Financial Services and Pensions Ombudsman. Contact details are as follows:

#### **Financial Services and Pensions Ombudsman**

Lincoln House, Lincoln Place,  
Dublin 2, D02 VH29

Phone: +353 (1) 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)