



Mars
CAPITAL

Our Mortgage Arrears Resolution Process (MARP)

Your Guide

About us

Mars Capital Finance Ireland DAC is regulated by the Central Bank of Ireland as a credit servicing firm authorised under Part V of the Central Bank Act 1997 (as amended). Registered in Ireland No.558978. Registered office: One Warrington Place, Dublin 2, D02 HH27, Ireland.

Mars Capital Finance Ireland DAC is responsible for all credit servicing activity on your account and will be in contact with you to discuss possible options which may be available to you to address any arrears that might have arisen.

'Mars Capital' is a trading name of Mars Capital Finance Ireland DAC (MCFID). In this document, 'Mars Capital' refers to the credit servicing firm, Mars Capital Finance Ireland DAC.

The MARP process

Mars Capital has established a Mortgage Arrears Resolution Process (MARP) to help you if your mortgage loan account is in arrears or if it is at risk of going into arrears. This is part of our commitment under the Code of Conduct on Mortgage Arrears (the Code) as published by the Central Bank of Ireland. Throughout this brochure we refer to certain financial terms used by the Code. So that you understand fully what is meant by these terms a short explanation is provided in the glossary on page 15.

The Code and MARP apply to arrears on mortgage loans secured by your primary residence (i.e. either your home in Ireland or the house that is your only residential property in Ireland).

The Code also protects you if you feel that you may be at risk of going into arrears (which is known as prearrears). Mars Capital is committed to offering support to borrowers in arrears, or those who feel they may have difficulty making repayments in the future.

We will always work with you to try and come to an arrangement appropriate to your particular circumstances and will require your cooperation and commitment to your mortgage loan to be able to do so.

For the avoidance of doubt, this document is for information purposes only and does not purport to represent legal advice or to constitute a legal interpretation of the terms used in this document. This document is intended for information and guidance purposes only and it may be amended, withdrawn or revised at any time at our sole discretion.



Four steps of MARP

1 Communication

Please don't ignore the problem. Mars Capital has a dedicated **Arrears Support Unit (ASU)** available to work with you if you are having repayment difficulties or are worried that repayment problems may arise. Alternatively, if you provide Mars Capital with your written consent, they will deal with a third party named by you to act on your behalf.

It is important for you that you co-operate with Mars Capital during MARP.

- When you co-operate with Mars Capital, we will work with you to determine whether any of the alternative repayment arrangements we offer are appropriate to your personal circumstances.
- If none of our alternative repayment arrangements are suitable, or if you are not willing to take up one of these options offered to you, or if you are classified as not cooperating, we may start legal action to repossess your property.

If Mars Capital starts legal action, this would mean you could lose your property and it might also have implications if you apply for finance at some future date where your lender requests a credit report from the Central Credit Register.

Communication with borrowers

Communication between Mars Capital and you is crucial to achieving the long-term resolution of arrears. Mars Capital is available to discuss any aspect of your mortgage loan account in the following ways:

By Phone:

Please call LoCall 1890 303 702
or if calling from abroad on +353 1 630 6054

Select Option 1 for general enquiries.

Select Option 2 to speak to a member of our Arrears Support Unit.

By Post

Mars Capital Finance Ireland DAC
PO Box 12546
Dublin 2

In face-to-face meetings in our office, or one of our agents can visit your home.

We are available to take your calls between the following times: Monday to Friday: 9am – 5.30pm
(Excluding Bank Holidays)



Call us today on:
Mars Capital LoCall **1890 303 702** or if calling from abroad on **+353 1 630 6054**

Four steps of MARP..

Communications Policy

Mars Capital has put in place a Communications Policy designed to ensure that all communication with you, whether in writing, face to face or over the phone will be open and transparent. As a result Mars Capital undertakes that all communications with you will be governed by the following commitments:

Mars Capital's commitment to you

If you fall into arrears,

- We will try to contact you to find a solution that works in the best way for both parties.
- Contact with you will be reasonable and will take into account your personal circumstances, where these are known.
- We will be sensitive to your situation.
- If we need more information from you, we will give you a reasonable amount of time to provide this information.
- We will be honest and open about the resolution options available.

- We will write to you regularly to tell you about your current arrears situation.
- We will send you an annual statement detailing the transactions on your mortgage loan account.
- If we contact you by phone, it will be within our normal working hours unless otherwise agreed with you. Our normal working hours are 9am to 5:30pm, Monday-Friday however from time to time, we may telephone you on a Saturday between 9am to 9pm.

Your commitment to Mars Capital

To make this resolution process work, it is important that you ask us to explain anything you do not understand or are unsure about. We will do our best to explain the situation and, where appropriate, point you to providers of free independent advice.

- We expect you to co-operate and communicate openly about your personal circumstances.
- We expect you to respond to all letters or calls, as we need to discuss your situation with you before any arrangement can be entered into.
- Early and regular communication can help you manage your mortgage loan account, and reduce the risk of losing your property.



Four steps of MARP..

2 Financial Information

When is a borrower considered to be 'not co-operating'?

Mars Capital may consider that you are not co-operating for any of the reasons detailed below:

1. You do not make a full and honest disclosure of information that would have a significant impact on your financial situation;
2. You do not provide information, relevant to your financial situation, within the timeline specified; or
3. A three month period elapses during which you have:
 - Have not entered into an alternative repayment arrangement, and have failed to meet your mortgage loan account repayments in full, **or** have met your mortgage loan account repayments in full but have an arrears balance remaining on your mortgage loan account; **or**
 - Have entered into an alternative repayment arrangement but have failed to meet in full the repayments as specified in the terms of the alternative repayment arrangement; **and**
 - Failed to make contact with, or respond to any communications from Mars Capital or a third party acting on our behalf; **or**

- Have made contact with, or responded to, communications from Mars Capital or a third party but have not engaged in such a way that enables us to properly complete an assessment of your circumstances; **and**

- **You will only be classified as not co-operating after Mars Capital has written to you as required by the Code to tell you that you may be classified as not co-operating and after you have failed to carry out the actions which we requested.**

Consequences of not co-operating

Not co-operating with this process has serious consequences - namely:

- You will be outside of the MARP and the protections of the MARP will no longer apply.
- Mars Capital may take legal action for repossession of the property immediately after classifying you as not co-operating.
- Your eligibility for a Personal Insolvency Arrangement in accordance with the Personal Insolvency Act 2012 may be impacted.

Please note that Mars Capital does not impose charges or surcharge interest on arrears arising on a mortgage account.



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Understanding your finances

Mars Capital aims to work with you to understand your financial situation. Once you make initial contact we will ask you to complete a **Standard Financial Statement ("SFS")** detailing all of your income and expenditure. It is important that you complete this form fully and honestly as this form provides us with a indepth picture of your financial situation. It also helps us determine the best options that may be available to you.

You can find a copy of this SFS and also a helpful guide to completing the SFS on our website www.marscapital.ie. We can help you complete the SFS or alternatively you may wish to get independent advice to help you when completing the SFS. For more information please refer to the useful contacts set out on page 14 of this booklet.

When your completed SFS and supporting documents are received, our Arrears Support Unit (ASU) will assess it. If our ASU has any questions or needs more information, we will make contact with you.

If you fail to complete the SFS fully and honestly and/or fail to provide all the supporting documents we ask you for, you may be classified as 'not co-operating'.



Four steps of MARP...

3 Assessment

Mars Capital understands that your circumstances are unique to you and will differ from other borrowers, so our ASU will be as flexible as possible in dealing with you.

Mars Capital will assess your case based on:

- your particular circumstances, specifically the likely changes in your short, medium and long term circumstances;
- your overall level of debt;
- the information provided in your SFS and in the supporting documents;
- your current repayment capacity;
- your repayment history.

When we have reviewed your details, we will explore the options for alternative repayment arrangements that may be appropriate for your particular circumstances.



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4 Resolution

Exploring possible resolution options

The following resolution options are only available after:

- our ASU has completed a detailed assessment of your personal financial circumstances; and
- you meet the strict criteria laid down by Mars Capital and any relevant third party.

Reaching a payment that is sustainable over the long term will benefit both you and Mars Capital.

There are times where selling the property may be the only feasible option.

Outlined below are the alternative repayment arrangements offered by Mars Capital: (please note your circumstances will be assessed for suitability of these alternative repayment arrangements or a combination of alternative repayment arrangements)

Full monthly repayment plus an additional amount

A full monthly repayment plus an additional amount is where our assessment of your SFS denotes that you have affordability to pay your normal contractual monthly mortgage payment plus an additional amount with a view to reducing/clearing your arrears over an agreed period of time.

At the end of this alternative repayment arrangement we will recalculate your full monthly mortgage repayment

amount to the level needed so you can repay your loan in full over its remaining term (excluding arrears).

Full-capital moratorium (Interest Only)

A full-capital moratorium is an alternative repayment arrangement where you pay only the interest on your mortgage loan account for an agreed period of time. At the end of your moratorium your payments will increase. This is because you have not been repaying any of the capital while paying interest only.

For example, if you have 15 years left on your mortgage loan account and you pay only the interest for one year, you now have only 14 years left to pay off the remainder of the original sum you borrowed instead of 15 years.

We will recalculate your full monthly mortgage repayment amount to the level needed so you can repay your loan in full over its remaining term (excluding arrears).

Part-capital moratorium

A part-capital moratorium is an alternative repayment arrangement where you pay the interest on your mortgage loan account, as well as a reduced amount of capital, for an agreed time.

At the end of your moratorium your repayments will increase. This is because you have not been paying back the full amount of capital originally agreed and must pay back the difference over the remaining term of your mortgage loan account.



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We will recalculate your full monthly mortgage repayment amount to the level needed so you can repay your mortgage loan account in full over its remaining term (excluding arrears).

Full-capital and part-interest moratorium

A full-capital and part-interest moratorium is an alternative repayment arrangement where you pay no capital and less than the monthly interest due on your mortgage loan account for an agreed time. At the end of your moratorium, your repayments will increase so that you can pay back the missed capital and interest payments over the remaining term of the mortgage.

We will recalculate your full monthly mortgage repayment amount to the level needed so you can repay your mortgage loan account in full over its remaining term.

Full-capital and interest moratorium

A full-capital and interest moratorium is an alternative repayment arrangement where you make no payment towards your mortgage loan account for an agreed period of time. At the end of your moratorium, your repayments will increase so that you can pay back the missed capital and interest payments over the remaining term of the mortgage.

We will recalculate your full monthly mortgage repayment amount to the level needed so you can repay your mortgage loan account in full over its remaining term (excluding arrears).

Extending your mortgage loan account term

If you extend your mortgage loan account term, this alternative repayment arrangement means we will increase how long your mortgage loan runs for so you can reduce your full monthly mortgage repayment amount to a level that you can afford.

Because you are extending the term of your loan over a longer period of time, the total amount of interest that you will pay over the lifetime of your mortgage loan account will increase.

Arrears balance capitalisation

An arrears balance capitalisation is an alternative repayment arrangement that means adding your arrears balance to the principal amount due on your mortgage loan account. This means you will repay your arrears over the full remaining term of your loan. Your monthly repayment amount and the total amount of interest that you pay us will increase as a result of capitalisation.

Changing the type of mortgage loan

Mars Capital may consider changing the type of mortgage loan account you have. This alternative repayment arrangement will be considered if another type of mortgage product might suit you better, for example, changing from a fixed rate to a variable rate product.



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Temporary interest rate reduction

Mars Capital may consider a temporary period reducing the interest rate charged on your mortgage account. This offer is subject to an affordability assessment as evidenced by your SFS that you will be able to meet the revised monthly mortgage repayments.

Once the temporary interest rate reduction period has come to an end the interest rate on your account will revert to your original interest rate and we will recalculate your full monthly mortgage repayment amount to the level needed so you can repay your mortgage loan account in full over its remaining term (excluding arrears).

Consequences of alternative repayment arrangements

If we do offer you an alternative repayment arrangement, we will write to you explaining the full details of this arrangement and the effect it will have on your mortgage loan account. This is a major financial decision, which will affect you and your household. It is important that you fully understand the implications of any alternative repayment arrangement offered to you.

Before making such a decision you should obtain independent financial and legal advice. Sources of free and independent advice can be found on page 14 of this guide.

If you do not accept an alternative repayment arrangement offered to you we will write to you to notify you of other options that may be available to you. Mars Capital will also tell you that legal proceedings may start either three months after the date of issue of the letter or eight months after arrears first arose on your mortgage loan account, whichever date is later.

Other options

If Mars Capital cannot offer you an alternative repayment arrangement, we will contact you and outline any other options that may be available to you. These options are outlined in the following pages of this booklet.

Mortgage to rent

This government initiated scheme is designed to help borrowers who are at risk of losing their home. To take part in this scheme, you will need to satisfy a number of criteria. If this becomes an option for you, it means you must voluntarily surrender ownership of the property to your loan owner who immediately sells it to an approved housing association (AHA) who will then rent it to you. You will however continue living in the property as a tenant of the AHA. As a tenant you will pay an affordable rent to the AHA.

This means that while you no longer own the property, you will still have to repay any 'shortfall debt' you owe



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after the property is sold to the AHA. Shortfall debt occurs where the sale of the property does not raise enough to cover all of your mortgage related debt.

Voluntary sale

This is where we will allow you an agreed period of time to sell the property within an agreed price range. If the sale of the property does not raise enough money to cover the amount you owe, you are still liable for the shortfall debt (unless otherwise advised in writing by Mars Capital).

Voluntary surrender

This is where you vacate the property, Mars Capital takes possession of the property, and you enter into a legal agreement with us. You must still repay us any money you owe if the sale of the property does not raise enough to cover all of your debt (unless otherwise advised in writing by Mars Capital).

Confidentiality agreement

Mars Capital may ask you to sign a confidentiality agreement with us, if you enter into an alternative repayment arrangement or any other option we offer you. This means that you agree not to disclose the arrangement or certain details of the arrangement without Mars Capital having agreed to such disclosure beforehand.

Appeals and complaints

You have the right to appeal our decision in relation to any of the following:

- where we have offered you an alternative repayment arrangement and you are not willing to enter into this arrangement; or

- where we have declined to offer you an alternative repayment arrangement; or
- where we have has classified you as not co-operating.

If you decide to make an appeal, you must do so in writing within 25 business days from the date you receive written notification of the decision from our ASU.

You must send all appeal-related correspondence to: **Mars Capital, PO Box 12546, Dublin 2.**

If you are unhappy with either our treatment of your case under CCMA or consider that we did not act in accordance with CCMA you have the right to make a complaint. Complaints will be dealt with in line with our Complaints Handling Policy.

You can complain to us by writing to: Complaints Department, Mars Capital, PO Box 12546, Dublin 2.

Or by phoning us on LoCall 1890 303 702 or +353 1 630 6054, if calling from abroad.

We will acknowledge your complaint within five business days of receipt and will keep you updated every 20 business days with the progress of our investigation. A final decision will be issued to you in writing within 40 business days on conclusion of our investigation.

If you are dissatisfied with our final decision, or if we have not sent you our final decision within 40 business days, you have the right to refer the matter to the Financial Services and Pensions Ombudsman by writing to:

Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
Website: www.fspo.ie; Email: info@fspo.ie



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Important information

Alternative Repayment Arrangements

The alternative repayment arrangements outlined in Step 4 have consequences, which may include an increase in the cost of interest to you over the life of your mortgage loan account. Mars Capital will highlight these consequences to you as part of the alternative repayment arrangement offer process.

Tracker Mortgages

If you have a tracker mortgage loan account, you will not be required to change to another mortgage loan account type to avail of an alternative repayment arrangement, except in the circumstances set out in the Code of Conduct on Mortgage Arrears (CCMA).

Your financial situation

Whatever arrangement we make with you about your mortgage, we will continue to monitor your mortgage loan account. If, for any reason your circumstances change, and you cannot comply with the terms of your alternative repayment arrangement, it is important that you contact our ASU immediately by phoning:

LoCall 1890 303 702 or if calling from abroad on +353 1 630 6054

Legal action

Where you are not co-operating with Mars Capital as specified under the Code and MARP, we are entitled to start legal action to recover the mortgaged property and the debt you owe without waiting the minimum period of eight months required by the Code. See page 5 for a definition of customers 'not cooperating'. Please note that we will only commence legal proceedings to repossess and sell your home as a last resort. If the proceeds we receive from the sale of your home do not cover all amounts owed, you will be liable for the outstanding amounts.

Costs

If we take legal action to repossess your home, an approximate indication of the costs is €10,000. This estimate is merely indicative of the costs of such proceedings and in certain circumstances the costs may substantially exceed this amount.

You may also have to pay:

- counsel's fees;
- agents' fees;
- phone costs; and
- postage costs.

If these court proceedings are challenged or if an adjournment is granted, you will have to pay more. You will also be liable for legal costs, if any, which you have incurred in retaining your own legal advisors.



Important information...

Home insurance and life assurance

It is important to make sure you have your Home Insurance and Life Assurance (if required under your mortgage loan contract) in place to cover your outstanding loan commitments at all times.

Payment protection insurance

If you purchased payment protection insurance in relation to your mortgage loan account, which is now in arrears, you may be entitled to make a claim on that policy.

Outstanding debt

Where Mars Capital initiates legal proceedings, repossesses the property and disposes of it, you will remain liable for the outstanding debt, including any interest, charges, legal, selling and other related costs where applicable (unless otherwise confirmed in writing).

Are you maximising your income?

Take a budgeted approach and record all income and expenditure. This will help you to keep track of your finances and identify areas where you might be able to make savings.

Check that you are getting all your social welfare and tax entitlements. Your local Citizens Information Centre will be able to help you and can be contacted on **0761 07 4000** or **www.citizensinformation.ie**

There may be other ways of maximising income, for example, letting a room (with our permission). Check to see if you are entitled to any benefits that you are not already receiving, for example, you may not be

receiving tax relief at source on your mortgage loan account or you may not be receiving the appropriate amount.

You can contact Revenue to discuss your tax relief payments on **LoCall 1890 46 36 26** or you can apply for tax relief online at **www.revenue.ie**

You may also be entitled to 'mortgage interest supplement', however please note that this Scheme closed to new entrants in 2014. Contact your local Community Welfare Office to investigate your entitlements.

You can contact the Department of Employment Affairs and Social Protection on **LoCall 1890 66 22 44** or **www.welfare.ie**

Central Credit Register

Please note that we are required to submit personal and credit information to the Central Credit Register to make sure it accurately matches your loans, including loans that you may have with other lenders. This information includes whether you have fallen behind on repayments and will state the number of payments that are 'past due', whether a change in loan terms has been agreed – this is called a 'restructure event' – and / or where a loan has been settled for less than the full amount owing.

Please note that although the Central Credit Register will not calculate a score or grade for your credit report, the existence of arrears and / or pursuing an alternative repayment arrangement or settlement may affect your ability to obtain further credit from other financial institutions as Lenders may use the information from the Central Credit Register to help with credit assessments. Information will be kept on the Central Credit Register for five years after your loan is repaid in full.



Call us today on:
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Useful Contacts

MABS

MABS is a free, national, confidential and independent service for people in financial difficulty or in danger of falling into financial difficulty.

MABS Helpline 0761 07 2000

www.mabs.ie

www.keepingyourhome.ie

Citizens Information Board

The Citizens Information Board provides access to accurate, comprehensive and clear information relating to social services like health, employment and social welfare.

0761 07 4000

www.citizensinformation.ie

Insolvency Service of Ireland

The Insolvency Service of Ireland is a statutory body established under the Personal Insolvency Act 2012. Its objective is to provide information to borrowers who are unable to repay their outstanding debts.

ISI Information Line (076) 106 4200

www.isi.gov.ie

Department of Employment Affairs and Social Protection

This department provides information on Jobseeker's Allowance, Jobseeker's Benefit, Mortgage Interest Supplement and other welfare benefits.

LoCall 1890 66 22 44 or 071 919 3302

www.welfare.ie

Central Bank of Ireland

The Central Bank of Ireland's website provides independent information on financial products and includes the Code of Conduct on Mortgage Arrears.

LoCall 1890 77 77 77

www.centralbank.ie

Competition and Consumer Protection Commission

The Competition and Consumer Protection Commission (CCPC) is an independent statutory body established on 31 October 2014 after the National Consumer Agency and the Competition Authority were amalgamated. It aims to promote competition and enhance consumer welfare.

LoCall 1890 432 432 or 01 402 5555

www.itsyourmoney.ie

Office of the Revenue Commissioners

This website will provide you with information on all tax credits and benefits you may be entitled to, including Mortgage Interest Relief.

www.revenue.ie



Glossary

Arrears

Arrears are monies you owe Mars Capital due to a missed repayment(s), in full or in part. It is important to note that any arrears will accrue interest.

Arrears Support Unit (ASU)

This is the name given to the team working with borrowers experiencing financial difficulties or who believe they may experience financial difficulty.

Code of Conduct on Mortgage Arrears (CCMA)

The CCMA sets out how all regulated mortgage purchasers must treat borrowers who are covered by the Code and are currently experiencing or feel they will experience financial difficulties in the near future. This Code was developed by the Central Bank of Ireland and was last updated in July 2013. You can download a copy of the Code directly from the Central Bank of Ireland website.

Mortgage Term

This is the length of time within which you agreed to repay your mortgage. You will find details of your mortgage term in your original letter of offer.

Pre Arrears

A pre arrears case arises where either:

- You contact Mars Capital to inform us that you are in danger of going into financial difficulties and/or are concerned about going into mortgage arrears; or
- Mars Capital establishes that you are in danger of going into financial difficulties which we believe may impact on your ability to meet your mortgage repayments.

Primary Residence

This is a residential property you occupy as your primary residence in this State, or a residential property which is the only residential property in this State that you own.

Repossession

Repossession may occur due to a default in mortgage repayment which results in Mars Capital taking possession of the mortgaged property.

When all other attempts to resolve a borrower's mortgage difficulties have been exhausted, we will take possession proceedings through the court in order to take possession of the property unless you voluntarily surrender the property to us. Mars Capital will credit the net sales proceeds of the property against your mortgage loan account.

Following the sale of the property you will remain liable for the full balance of the outstanding mortgage loan (including accrued interest) along with legal fees, selling and other related costs.



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Glossary...

Standard Financial Statement (SFS)

The SFS is a formal account of your monthly income and household expenses. In the case of mortgage arrears, a SFS will be used by Mars Capital to determine if it is possible to offer you an alternative repayment arrangement and what type of arrangement is appropriate to your circumstances.

The SFS is used specifically as part of the Mortgage Arrears Resolution Process (MARP) and Mars Capital requires customers to complete new SFS forms as part of the regular review process.





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

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

(Endowment Mortgage) 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. EARLY SURRENDER OF THE INSURANCE POLICY IN RESPECT OF AN ENDOWMENT LOAN MAY RESULT IN A RETURN TO YOU WHICH WOULD BE LESS THAN YOU HAVE PAID IN PREMIA AND OTHER CHARGES.

WARNING: If you do not keep up your repayments you may lose your home.

(Fixed rate loans) WARNING: You may have to pay charges if you pay off a fixed rate loan early.

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.

(Variable Rate Mortgage) WARNING: The cost of your monthly repayments may increase.

(Interest Only Mortgage) WARNING: The entire amount that you have borrowed will still be outstanding at the end of the interest only period.

(Guarantor) WARNING: As a guarantor of this credit, you will have to pay off the debt amount, the interest and all associated charges up to the level of your guarantee if the borrower(s) do(es) not. Before you sign this guarantee you should get independent legal advice.

(Tracker interest rate) 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.

(Debt consolidation mortgages) 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.



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