

# General and Regulatory information sheet about our Tracker Interest Rate Retention



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

**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 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: 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.**

**Warning: The cost of your monthly repayments may increase.**

**Warning: The entire amount that you have borrowed will still be outstanding at the end of the interest-only period.**

**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.**

**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.**

**(Note: Applies to variable rate loans only)**

## About Us

We are Allied Irish Banks, p.l.c. and AIB Mortgage Bank u.c.. AIB plc introduces and arranges AIB Mortgage Bank u.c. mortgage loans. AIB Mortgage Bank u.c. provides mortgage loans and are the entity that our customers will contract with. AIB plc service the AIB Mortgage Bank u.c. mortgage loan for the lifetime of the product.

Our address is 10 Molesworth Street, Dublin 2.

Allied Irish Banks, p.l.c. and AIB Mortgage Bank u.c. are regulated by the Central Bank of Ireland.

## Purpose of the mortgage loan

Tracker Interest Retention Rate enable existing customers with a tracker rate mortgage to purchase a new home without losing their tracker interest rate

## How much can you borrow?

- Tracker Interest Rate Retention:
  - 80% of the purchase price or valuation whichever is lower
- Up to 90% loan to value is available for a studio apartment valued at €275,000 or above or a one-bedroom property. We do not lend for the purchase of studio apartments valued at under €275,000.

Lending levels are subject to monthly repayment burden, typically not exceeding c. 35% of borrower's disposable income and will vary according to individual circumstances.

Mortgage loan requests are considered on the basis of proof of income, financial status and demonstrated repayment capacity (including capacity to repay at higher interest rates).

Mortgage loans are not available to people under 18 years.

**If you do not provide us with the requested documentation, we will not be able to assess your application and credit cannot be granted.**

Once we receive your application and any other information we ask you to give us as set out in the mortgage application checklist we will contact you within three business days to say we have received it.

- (a) If there is any information missing we will tell you, within three business days;
- (b) We will let you know our decision on your mortgage application within ten business of receiving all the information we need;
- (c) If we cannot make a decision within ten business days we will tell you why and when we are likely to make a decision.

## Repayment terms

You can only avail of our tracker interest rate retention product for the amount of time remaining on your existing tracker mortgage loan(s) at the time of application, subject to AIB's maximum age i.e. subject to clearance restrictions, such as, up to your 69th birthday or, up to 71st birthday subject to documentary confirmation of employment or on retirement if earlier or if you are self-employed by your 71st birthday.

## Security for the mortgage loan

Mortgage loans are secured by a first legal mortgage/charge over your property. The property must be within the Republic of Ireland.

## Foreign currency mortgage loans

If your mortgage loan is a foreign currency loan because its currency is different to either:

- (a) The currency of the income or asset you intend to use to repay the mortgage loan; and/or
- (b) The currency of the European Economic Area State in which you are resident.

**You should be aware that fluctuations in the relevant currency exchange rates may affect the value of your outstanding mortgage balance and/or your repayment.**

This could mean that you may find it difficult to afford your mortgage repayments. We can only facilitate one non-euro currency per mortgage application.

## Our mortgage interest rate options

Your AIB Mortgage Advisor can tell you exactly what our current interest rates are and how they translate into monthly repayments. Here is a brief description of the types of interest rates available:

### (i) Variable interest rate

- A variable interest rate can go up and/or down resulting in your monthly repayments rising and/or falling over the life of your mortgage loan.
- A variable interest rate gives you more flexibility. You can make extra mortgage repayments or clear your mortgage earlier than agreed without having to pay any penalties.
- You may have the option of switching to a fixed interest rate (if offered by us at that time).
- Our Loan to Value (LTV) variable rate is available to owner occupier mortgage loans. We have a range of LTV variable rates depending on the amount you are borrowing relative to the value of your home.
- As your loan to value may decrease over the term of your mortgage, you may be able to move between LTV rate bands.
- Our Standard Variable rate is available to all buy to let mortgage loans.
- A variable rate mortgage loan may be repaid at any time in full, or in part, without penalty.

### (ii) Fixed interest rate

While on a fixed interest rate, the interest rate and mortgage repayment remains the same for the agreed fixed interest rate period (typically 1 to 10 years). During this time the interest rate will not change.

At the end of your fixed interest rate period, you will have the option of moving to:

- (a) another fixed interest rate for a further fixed interest rate term if we offer it at the time;
- or
- (b) an appropriate variable interest rate for the Mortgage Loan if we offer it at the time.

For customers on an LTV based fixed rate, if you do not exercise a choice, an LTV variable interest rate, based on the LTV interest rate band that applied to your mortgage loan during your fixed rate period, will apply when your fixed interest rate period expires.

For customers on a non LTV based fixed rate, if you do not exercise a choice, our standard variable interest rate will apply when your fixed interest rate period expires.

## EARLY REPAYMENT CHARGE

### • When will you have to pay an early repayment charge (ERC)?

At any time when a fixed interest rate (fixed for a period of at least 1 year) applies to your mortgage loan, you may have to pay us an early repayment charge if you; (i) repay all or part of your mortgage loan early, (ii) make an out of course repayment, or (iii) convert the interest rate on your loan to another interest rate. Any or all of these instances may result in a cost to the bank.

### • How do we calculate the early repayment charge?

We calculate the early repayment charge using the following formula:  $(A) \times (U) \times (D\%) = \text{€ ERC [early repayment charge]}$ , where:

(A): Amount of your mortgage loan being repaid early, or converted to another interest rate.

(U): Number of months remaining before the fixed interest rate is due to expire, divided by 12.

(D%): Difference between your original fixed interest rate at the start of the fixed interest rate term, for the full fixed interest rate term, and the applicable fixed interest rate offered by the Bank at the time the mortgage loan is repaid or converted, for the period of (U). [See note 3 in additional information regarding this calculation below.]

**Example 1:** You fix your mortgage loan at a fixed interest rate of 5.25% for a period of 5 years (60 months). After 3 years (36 months), you repay your mortgage loan in full. The outstanding amount on your mortgage loan at that time is €100,000. The applicable fixed interest rate used is the 2 year fixed interest rate being offered by the Bank as there is still 2 years (24 months) remaining on your original fixed term, e.g. 3.0%. In this case,  $\text{ERC} = (A = \text{€}100,000) \times (U = 24 \text{ months} / 12) \times (D\% = 5.25\% - 3.0\% = 2.25\%) = \text{€}4,500$ .

We will also use a market interest rate to calculate the D% component in the formula above. In that case, D% would be the difference between the market interest rate applicable at the start of the fixed interest rate term, and the market interest rate applicable at the time of the early repayment or conversion, for the unexpired fixed interest rate term. Note: Market interest rate is determined by the wholesale market. The market interest rates used will be as of close of business on the previous working day to the day the calculation is being completed.

**Example 2 (Additional Calculation):** You fix your mortgage loan at a fixed interest rate of 5.25% for a period of 5 years (60 months). The market interest rate applicable at the start of the fixed interest rate term is 3.5%. After 3 years (36 months), you repay your mortgage loan in full. The outstanding amount on your mortgage loan at that time is €100,000. The market interest rate applicable at the time of early repayment for the remainder of the fixed interest term of 2 years is 1.5%. In this case,  $\text{ERC} = (A = \text{€}100,000) \times (U = 24 \text{ months} / 12) \times (D\% = 3.5\% - 1.5\% = 2\%) = \text{€}4,000$ .

AIB will calculate the ERC, using both D% components outlined above. We will then compare the outcome of each calculation and will accept the lower amount, as this is the most beneficial to you. In the above example, this would be the ERC of €4,000.

A specific ERC calculation for your loan can be obtained by request from AIB Home Mortgages, 1 Adelaide Road, Dublin 2.

Further information on the terms used here is available on <https://www.aib.ie/our-products/mortgages/Mortgage-Jargon>

### • Additional information regarding the calculation

We take a number of other factors into account as described below. These will result in a lower ERC than if we did not take these into account. For example:

1. We consider the reducing balance nature of your mortgage, which will mean that your ERC will be less than the indicative figure produced by the  $A \times U \times D\%$  formula.
2. When the remaining term does not exactly match a term for which there is a rate available, we will use the two closest rates and apply the most beneficial to you. For example, if you have 18 months remaining on your fixed term, we will use the more beneficial of the 12 and 24 month rates in our calculations.
3. If there is more than one applicable fixed interest rate offered by the Bank at the time the ERC is being calculated, we will always use the fixed interest rate that generates the lower ERC in our calculations.

### (iii) Split interest rate

You may choose to have a portion of your mortgage loan on a fixed interest rate and the other portion on a variable interest rate. This will enable you to benefit from the advantages of each interest rate in whatever proportions you choose.

### (iv) Tracker interest rate retention (only available to existing AIB Tracker Mortgage customers):

- Tracker Retention allows you to retain your existing tracker interest rate (plus an additional 1% margin) on a new mortgage loan.
- If you are eligible for our tracker interest rate retention product, the tracker interest rate will be made up of two parts:
  - (a) the European Central Bank's main refinancing operations minimum bid rate (the "ECB rate") which is variable; and
  - (b) the margin/adjustment above the ECB rate, this will stay static throughout the life of the loan.
- You can make extra mortgage repayments or clear your mortgage earlier than agreed without having to pay any penalties.
- If you move from a tracker interest rate to an alternative interest rate, such as a fixed interest rate, you cannot go back to onto a tracker interest rate in the future.

Please note that due to the changeability of variable and tracker rates, it is not possible to determine at loan offer stage whether a fixed, variable or tracker rate will have the lowest repayment amount over the course of the loan.

You or your legal representative can ask us to give you an idea of how your current or existing mortgage interest rate compares to any other rate we may offer at that time.

## Flexible features

You can speak to us about the following flexible repayment options that may be available to you:

- Term extension - You may be able to increase the term of your mortgage loan once affordability criteria has been met.
- Interest Only - You may be able to apply for interest only repayments for a specified duration during the term of your mortgage loan.
- Moratorium - A moratorium is a payment holiday that allows you to take a break from your mortgage or reduce your repayments for up to a maximum of 6 months.

These options are subject to you meeting the eligibility criteria and terms and conditions and, if granted, may affect the repayment amount and/or the term of the mortgage loan.

## Fees and charges

You will have some expenses to pay in connection with the mortgage loan. Here are some examples of the expenses that may be payable:

### (i) Valuation Report

When appropriate, a valuation of the property must be carried out by a valuer on our residential mortgage valuers panel and can only be arranged by contacting our Central Valuations Team on 0818 100 051. This valuation will cost you €150.

If the valuation of the property is undertaken more than four months before the requested date of drawdown of the loan or of the final stage payment, a re-valuation will be required which will cost you €65.

### (ii) BER Certificate

You must give us a valid BER certificate to draw down the Mortgage Loan funds irrespective of the interest rate you have chosen or the BER rating of the property. A BER certificate is valid for 10 years. The Mortgage Loan must be taken out before the end date on the certificate.

If you are buying a new or second-hand property, the seller of the property will have the BER certificate. The estate agent or solicitor should be able to share it. Or the BER reference number will be available on the property listing. This reference number can be used to source the complete report from the SEAI National BER Register. If you need more money to renovate the property you are buying, please discuss this with your Mortgage Advisor.

### (iii) Your own advisors' fees

You will pay any fees, charges and expenses that you are charged by any of your own advisers in connection with the mortgage loan.

### (iv) Stamp Duty

Stamp duty is payable on your new home. Your solicitor will work out how much stamp duty you owe.

### (v) Our solicitors' fees

If the security includes a new mortgage over property that is not your private dwelling place or holiday home, you will have to pay our solicitors' fees in connection with the mortgage loan.

### (vi) Insurance

- For your property

For your own protection as well as ours, it will be a condition in your letter of offer that your property is adequately insured, at your own cost.

- Life assurance

If you or your dependants intend to use the property as a principal place of residence, you must show evidence of mortgage protection insurance, unless you are exempt under the Consumer Credit Act 1995. These policies are designed to pay off your mortgage in full if you or your co-borrower die unexpectedly. The correct type of life assurance will depend on the amount, term and type of borrowing (you can seek this insurance through us or from other sources). Allied Irish Banks, p.l.c. is a tied agent of Irish Life Assurance plc. for life and pensions business.

## Paying the mortgage loan

Your letter of loan offer will detail the number, frequency and amount of your mortgage repayments.

If you choose a variable interest rate, there is no guarantee that repaying the monthly repayments detailed in the credit agreement will be sufficient to pay the full amount (including interest) that you owe us under the credit agreement. This is because the detailed monthly repayments are only correct as of the date of the credit agreement and variable interest rates can go up resulting in your monthly repayments rising over the life of your mortgage loan. However, variable interest rate may also go down resulting in your monthly repayments falling over the life of your mortgage loan.

**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.**

**If you do not repay the mortgage loan when due then you will be in breach of the terms and conditions of your mortgage and AIB will take the appropriate steps to recover the amount due. This could mean that AIB will commence legal proceedings seeking an order for possession against you, which will put your home at risk and affect your credit rating, and limit your ability to access credit in the future. All of your obligations in connection with the mortgage loan will be detailed in your credit agreement.**

## What is the total amount I will have to pay?

### Tracker Interest Rate Retention Mortgage

A typical €100,000, 20 year mortgage for an Owner Occupier Residential Property with interest rate of 4.25% (based on this scenario) (ECB rate currently 2.15% + margin 1.1% + additional margin 1%) and APRC 4.35%, will have 240 monthly repayments of €618.64. If the interest rate does not vary during the term of the mortgage, the total cost of credit i.e. the total amount repayable less the amount of the loan would be €48,746.60 (inclusive of valuation report fees of €215 and security release fee of €60.00). The total amount repayable would be €148,746.60. The effect of a 1% increase in the ECB interest rate for such a mortgage will add €54.19 to the monthly repayments.

### Variable Interest Rate Example

Variable Interest Rate Example A typical €100,000, 20 year mortgage for an Owner Occupier Residential Property with LTV >80% will have a variable interest rate of 4.15% and APRC 4.25%, and 240 monthly repayments of €561.72. If the interest rate does not vary during the term of the mortgage, the total cost of credit i.e. the total amount repayable less than the amount of the loan would be €47,483.90 (inclusive of €215.00 valuation report fees and security release fee of €60.00). The total amount repayable would be €147,483.90. The effect of a 1% increase in interest rates for such a mortgage will add €53.96 to the monthly repayments.

Additional information relating to switching lender <https://www.ccpc.ie/consumers/money/mortgages/switching-lenders-or-mortgage/> or changing mortgage type <https://www.ccpc.ie/consumers/money/mortgages/changing-your-mortgage/> can be found on the [www.ccpc.ie](https://www.ccpc.ie) website.

Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.