# **Mortgage Conditions**

(England & Wales)

May 2018



Below is a summary of the key terms in this booklet. It is important that you read and consider all of the terms and conditions which apply, along with your mortgage offer and any other documents we have provided to you.

Summary of Key Terms		
Joint borrowers (Condition 1)	If you take out a mortgage in more than one name, for example with another person, these conditions will apply to both of you and to any borrower, mortgagor or guarantor. Your liability to us is 'joint and several' which means that we can enforce the mortgage against one of you or all of you.	
Monthly payments (Condition 3)	It is important that you pay to us the amount of the monthly payments set out in your mortgage offer on time. If your mortgage is a 'repayment mortgage', your monthly payments will include capital and interest. If your mortgage is an 'interest only' mortgage, your monthly payments will only consist of the amount of the interest that has accrued and you will still have to repay all of the capital at the end of the mortgage term. It is very important that you make arrangements to repay the amount of capital at the end of the mortgage term and regularly check to ensure that you will be in a position to repay the capital by the end of the term.	
Interest (Condition 4)	We will charge you interest on the amount that you have borrowed at the interest rate set out in your mortgage offer. Interest will be charged and calculated on a monthly basis in accordance with the mortgage offer on the balance owing at the end of the previous month.  The balance owing on any particular date will include capital, unpaid interest, costs and any other amounts payable by you and secured against the mortgage less any payments which have been received by us.	
Changing the interest rate (Condition 4 (5))	Unless your mortgage offer states that your interest rate is fixed, we can vary the interest rate applicable to your mortgage for a number of reasons set out in Condition 4 (5). Please ensure that you have considered those reasons and understand that the amount you pay for your mortgage will increase (including your regular monthly payments if you have a repayment mortgage) if we increase the interest rate. If we intend to vary the interest rate, we will give you reasonable prior notice, which in any case will be not less than 7 working days' notice.	
Costs (Condition 6)	We may make charges for items relating to your mortgage, services you ask us to provide or costs which may be incurred because you fail to comply with an obligation you have under these conditions.  Our current list of service charges is available on our website or can be obtained by telephoning us or enquiring in branch. We can change these charges. The reasons why we may change our charges are set out in Condition 6. If we make any changes to our charges which are applicable to your mortgage we will give you at least 30 days' notice of the change before the change takes effect.	
Property obligations (Conditions 7, 8 and 9)	It is your responsibility to insure the property against the usual risks to a property (fire and flood for example) and for an amount that is sufficient to fully re-instate the property in the event that it is destroyed.  You agree to transfer to us the benefit of any additional rights you or the mortgagor have in relation to the property as set out in Condition 8. Your mortgage will be secured over the property set out in your mortgage offer. It is important that the property is kept in good repair and condition.  Condition 9 sets out some obligations on you in relation to maintaining the property, such as completing building work. You must also obtain our permission before you carry out certain actions in relation to the property, such as making structural alterations.	
What happens if you default? (Condition 10)	We may require you to repay all of the outstanding balance under the mortgage if one of the events set out in Condition 10 occurs. For example, if you fail to make two or more of your monthly payments when they are due or if you breach the terms of these conditions. Please ensure that you consider these circumstances and understand when we could require all of the outstanding balance to be repaid. If the mortgage has become due as a result of us exercising this power, Condition 11 sets out the actions that we are allowed to take in relation to the property. This could include taking possession of your property and selling it.	

## 1. Definitions and Interpretation.

In these Conditions and in the Mortgage the following expressions have the following meanings:

Expession	Meaning
Business Day	A day on which the Society's Head Office is open for business other than a Saturday or Sunday or bank or public holiday.
Conditions	These mortgage conditions.
Costs	All fees (including our internal costs) which we charge or incur in connection with the Mortgage, including, but not limited to, those set out in our service charges leaflet.
Further Loan	The amount of any additional loan we lend to you which is shown in the Mortgage Offer and is secured against the Mortgage.
Guarantor	The person or persons named as guarantor in the Mortgage and his or their personal representatives, including any person who agrees to act as guarantor to your obligations under those Conditions should you fail to carry them out.
Interest-only Loan	A Loan where your Monthly Payments will consist of only interest and you will repay the amount of the Loan at the end of the Term.
Interest Rate	The rate of interest which applies for the time being to the Loan or any part of the Loan, as described in the Mortgage Offer. This may be changed in accordance with Condition 4.
Lease	Any agreement for lease, licence, tenancy, parting with or sharing possession or occupation of the whole or any part of the Property.
Leasehold Reform Acts	The Leasehold Reform Act 1967 and the Leasehold Reform, Housing and Urban Development Act 1993.  Among other things, these Acts cover your rights in relation to your Lease, where the Property is leasehold.  If you require more information about these Acts, we recommend you consult a legal adviser.
Loan	The amount of money stated in the Mortgage Offer as the advance (or loan) which we agree to lend to you and shall also include any Further Loan which we may at any time make to you which is secured against the Mortgage.
Month/monthly	Calendar month
Monthly Payments	The amount you will have to pay to us each month as set out in the Mortgage Offer. The amount of the Monthly Payment may be changed for certain reasons which are set out in Condition 5.
Mortgage	The mortgage deed or charge you have signed which secures the Loan over the Property. It also includes these Conditions.
Mortgage Offer	The written offer document received by you setting out the terms on which we will make the Loan to you and includes any special conditions incorporated in the mortgage offer.
Mortgagor	The person or persons by whom the Property is charged to us by the Mortgage (whether or not he is also the Borrower) his or their personal representatives and the person or persons deriving title under or through him or them to the Property.
Payment Date	The first day of the month after the date of the Mortgage (or on such other date as we may agree with you in the Mortgage Offer) and on the same date in each subsequent month (or if there is no such day then the last day in every month).

### 1. Definitions and Interpretation. (continued...)

In these Conditions and in the Mortgage the following expressions have the following meanings:

Expession	Meaning
Planning Acts	The primary and subordinate legislation, bye-laws and regulations relating to the use and development of the Property without limitation including the Town and Country Planning Act 1990 and all subsequent orders, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008, the Localism Act 2011 and the Highways Act 1980. If you require more information about these Acts, we recommend that you consult a legal adviser.
Policy	An investment plan or policy of life assurance approved by us, in which the proceeds are intended to be used to repay the Whole Debt in whole or in part.
Property	The property described in the Mortgage and includes each and every part of the Property and all fixtures and fittings.
Related Rights	Means any additional rights you or the Mortgagor have in relation to the Property and includes:  (1) the benefit of any obligation or security for making, providing, improving or paying for any roads, sewers, drains, walls or other services or amenities affecting or concerning the Property.  (2) any sums which may be or become payable in respect of the Property or following any damage or injury to the Property or depreciation of the Property.  (3) the benefit of any other obligation, security, right or any right to receive money which becomes payable in relation to, affecting or concerning the Property.
Repayment Loan	A Loan where you repay the Whole Debt over the Term so that your Monthly Payment includes both a capital repayment and an interest payment.
Rules	The rules of the Society for the time being in force.
Term	The time period set out in the Mortgage Offer and in which you will have to repay the Whole Debt.
We/Us/Society	The Furness Building Society and any body which may succeed us in the future whether or not also being a building society. It also includes any body to which we may transfer the legal or equitable interest to all or part of the Whole Debt in the future either outright or by way of security only, and may at any time mean more than one body.
Whole Debt	All the money (including interest and Costs added to the Loan) which you owe to us at any time on the security of the Mortgage.
Year	The period from 1 January to 31 December (inclusive).
You/your/the Borrower	The person or persons named as the borrower in the Mortgage and includes his, her or their personal representatives and any person who obtains title.

- (1) In the Conditions the masculine shall include the feminine or neuter and the singular shall include the plural, and the other way around in each case.
- (2) If the Mortgage is held in more than one name:
  - (a) any reference to you, your, Borrower, Mortgagor or Guarantor shall apply to all of you together and each of you separately; and
  - (b) your liability to us is both joint and several which means that the liability to the Society is shared equally by all Borrowers, Mortgagors and/or Guarantors and we can enforce the Mortgage against any or all of you for the Whole Debt: and
  - (c) all of the terms of the Conditions apply to all of you together and each of you on your own.
- (3) The headings in the Conditions are inserted for convenience only and will have no legal effect.
- (4) References in the Conditions to any Act of Parliament include that provision as updated or altered at any time whether before or after the date of the Mortgage and includes any other legislation arising from that Act of Parliament and guidance made under it.
- (5) Where you are required to obtain our consent in the Conditions, our consent must always be obtained from us in advance and in writing. We will always act reasonably in giving or refusing to provide our consent.
- (6) Only you and we may enforce the terms of the Mortgage and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded. This means that a person who is not in party of these documents cannot enforce their terms.

#### 2. Membership of the Society and the Rules.

- (1) If you are not already a member of the Society, and if you are an Individual (as defined by the Rules), you automatically become a member when the Loan is made to you.
- (2) As a member of the Society you agree to be bound by the Rules. In the event of any conflict between the Rules, the Mortgage Offer, the Mortgage and the Conditions, the documents will apply in the following order:
  - (i) the Mortgage Offer;
  - (ii) the Conditions;
  - (iii) the Mortgage; and
  - (iv) the Rules.
- (3) If you are a member of the Society only because you hold a Mortgage with us your membership may be cancelled if we transfer your Mortgage to another lender under Condition 15.

#### 3. Repayment by Instalments.

(1)

- (a) If your Loan is a Repayment Loan, you will repay the Loan with interest by Monthly Payments on each Payment Date until the Whole Debt payable by you to us has been paid in full on or before the end of the Term. If your Loan is an Interest-only Loan, your Monthly Payments will consist of interest payments only. You will owe the Whole Debt at the end of the Term.
- (b) The amount of the first Monthly Payment shall be increased to cover the interest accruing on the Loan from the date the Loan was advanced to you until the end of the calendar month. We shall notify you of the amount of any additional interest due as soon as practicable after the Loan has been advanced to you.
- (2) You agree that you will punctually pay to us:
  - (a) your Monthly Payments on each Payment Date; and
  - (b) all Costs, immediately if we require you to do so; and
  - (c) interest on Costs at the Interest Rate from the date the Costs are incurred until they are paid. This interest is to be paid on demand by us.

- (3) All payments made to us shall be made in sterling (or any other currency of the United Kingdom which may replace sterling) in immediately available funds. If any sum falls due for payment on a day which is not a Business Day it shall be made on the immediately preceding Business Day. All sums payable by the Mortgagor or the Guarantor shall be paid in full without any set off, deduction or counterclaim except where the Mortgagor or the Guarantor has a genuine dispute in relation to the amounts due. If the Mortgagor or the Guarantor is at any time required by law or regulation to make any deduction or withholding from any payment due to us, then the Mortgagor or the Guarantor will immediately pay to us any additional amount or amounts so as to ensure we receive the full amount we would have received had no deduction or withholding been required.
- (4) Prompt payment is an important term of the Mortgage and you must make sure your payments are made on the correct Payment Date each month.
- (5) If your Loan is an Interest-only Loan, you must repay the Whole Debt from your own resources and it is your responsibility to ensure you have adequate capital available to do this. You should check this annually. We may contact you during the Term to request evidence of how you intend to repay the Whole Debt at the end of the Term. We may ask you to provide evidence that any repayment strategy is performing satisfactorily in order to repay the Whole Debt at the end of the Term. We do not give any guarantees as to the likely performance of any repayment strategies you have or put in place. It is your responsibility to check that any repayment strategy is adequate to repay the Whole Debt and that there is sufficient life cover in place to repay the Whole Debt in the event of your death.

If we are not reasonably satisfied with the evidence received from you or we do not receive a response to our request to provide evidence and we reasonably consider that the Whole Debt may not be repaid in full at the end of the Term, then we may, subject to reasonably considering your ability to repay, transfer you to a Repayment Loan for such period as we reasonably consider necessary to ensure the Whole Debt is repaid before the end of the Term. Where we transfer you to a Repayment Loan, we will give you at least 6 months' written notice prior to making any change and we will tell you what your increased Monthly Payment will be. If the Whole Debt is not repaid at the end of the Term, interest will be charged on the amount outstanding until it is paid off in full.

- (6) You will not be able to borrow any amounts you have repaid to us.
- (7) If we receive any payment from you which is insufficient to pay in full what you owe to us and it is due for payment at that time, the amount received will be applied first towards any arrears, and then to any interest and Costs, before it is applied to the rest of the Loan owing.
- (8) If the Mortgage Offer provides that the Loan may be repaid in whole or in part from the proceeds of a Policy, the Monthly Payment will only be applicable so long as the Policy is in full force and effect and is deposited and charged to us under Condition 16 and you meet all of your material obligations in relation to the Policy.

#### 4. Interest.

(1)

(a) Interest will be charged at the Interest Rate and will be calculated on the full amount of the Loan or on so much of the Loan as has actually been advanced to you as from the date the amount was provided to you.

Interest will be charged and calculated on a monthly basis in accordance with the Mortgage Offer on the balance owing at the end of the previous month. The balance owing on any particular date will include capital, unpaid interest, Costs and any other amounts payable by you to us and secured against the Mortgage less any payments which have been received by us.

- (b) Any change to the method of charging interest set out above will be subject to the requirements in the Conditions.
- (2) If the Whole Debt is repaid in full during the course of a Year, interest in that Year shall be charged up to and including the date the Whole Debt is repaid in full, unless we have agreed differently in the Mortgage Offer.
- (3) If in any Year a Further Loan is made to you, or if you owe us any Costs, we will charge you interest at the Interest Rate on such amounts from the date or dates on which they were advanced to you or became owing until the amounts are repaid in full. Any references to the Loan shall, where applicable, subsequently include any Further Loan or Costs together with interest and shall be calculated and be payable in accordance with the provisions of the Mortgage Offer.
- (4) Interest will be charged at the Interest Rate specified in the Mortgage Offer. We may charge different rates of interest on different parts of the Loan as agreed in the Mortgage Offer, for example, a different rate may apply to a Further Loan. Unless we have agreed differently in the Mortgage Offer (for example, in the case of a fixed Interest Rate) we may at any time vary the Interest Rate applicable to the Whole Debt, or any part of it, in accordance with the Conditions.

(5)

- (a) We may at any time vary the Interest Rate applicable to the Whole Debt if we reasonably believe that the change is needed for any one or more of the following reasons:
  - i) to respond to changes in the Bank of England Base Rate;
  - ii) to respond to changes in interest rates generally (including the interest rates charged on similar accounts by other providers of financial services);
  - iii) to respond to changes in the cost to us of raising the money we lend to our customers by way of mortgage;
  - iv) to enable us to maintain the competitiveness of interest rates charged to our borrowers, while having regard to the interests of our investing members, in the interests of our business as a whole;
  - v) to respond to any increase or reduction in costs reasonably incurred by us in operating our mortgage services, including funding costs;
  - vi) to respond to changes in the law or the interpretation of the law or the decision of a court or ombudsman;
  - vii) to meet changes to relevant regulatory requirements;
  - viii) to enable us to harmonise, in a reasonable manner, the interest rates in relation to mortgage accounts following any acquisition of mortgage accounts or any takeover, or merger with, another provider of mortgage accounts;
  - ix) to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection; or
  - x) to enable us to maintain an appropriate return from your account to ensure that our business remains profitable and competitive including our need to maintain our financial strength in the interests of all our consumer customers.

If any of the individual reasons in 4(5)(a)(i)-(x) above is found to be invalid we may still rely on any of the alternative reasons to change the Interest Rate.

- (6) Any change we make to the Interest Rate will be proportionate to the circumstances giving rise to the change.
- (7) We will tell you about changes we make to the Interest Rate by giving you written personal notice. We will give you reasonable (and at least 7 working days') prior notice. Any change to the Interest Rate will not take effect until after the date specified in your notice. If you do not wish to accept the increase you are free to repay the Whole Debt immediately subject to the terms of your Mortgage Offer including any early repayment charges or redemption fees which may be payable.

#### 5. Variation of the Monthly Payments.

- (1) We may from time to time by written notice to you vary the Monthly Payment so as:
  - (a) to take account of any increase or reduction in the Interest Rate; or
  - (b) to take account of any partial repayment of a Loan; or
  - (c) to include any additional amount which we may require to be paid in respect of a Further Loan, Costs, interest, arrears or any other sum owed to us; or
  - (d) otherwise to ensure that the Whole Debt is repaid on or immediately before the expiry of the Mortgage Term; or
  - (e) to include any additional amount which you may be required to pay to comply with a change in law or regulatory requirement.

When we make a change to the Monthly Payment we will act reasonably and in accordance with our legal and regulatory obligations.

(2) We may also agree with you at any time by agreement in writing to vary the amount of the Monthly Payments and/or the period or periods for which the Monthly Payments are to be payable and any other provisions relating to repayment of the Loan. Any agreement to vary these provisions will not affect or prejudice our security under the Mortgage or release or discharge any Guarantor from his obligations under the Mortgage or the Conditions.

#### 6. Costs.

(1) We have provided you with a copy of our service charges leaflet. You can find out about our current tariff of charges at any time by contacting us, for example, by telephone or looking on our website.

(2)

- (a) If you ask us to provide a document or service in connection with the Mortgage, the amount of the Cost we charge you will be as set out in our tariff of charges. Examples of activities we may charge for include (but are not limited to):
  - · supplying or copying deeds or documents to you or anyone acting for you;
  - discharging the Mortgage;
  - releasing the Property or the Related Rights from our security (including any new fee introduced by the Land Registry to release the Mortgage);
  - · releasing any title deeds;
  - · processing your application for any Loan and for any change in the terms of the Mortgage Offer; and
  - · giving you any assistance or information in connection with the Property, the Mortgage Offer or the Mortgage.
- (b) Where we incur a Cost in relation to our security or because you fail to fulfil an obligation you have under the Mortgage Offer or the Mortgage, you must pay us all reasonable Costs which we reasonably incur to protect our position as a direct result of your breach. Where we are able to make a genuine pre-estimate of the Costs we are likely to incur, the amount of the Cost we will charge will be set out in our service charges leaflet. Examples of activities that we may charge for are (but are not limited to):
  - any legal proceedings relating to the Mortgage (this applies whether or not you are a party to the proceedings);
  - · exercising any of the rights or powers given to us by statute or these Conditions;
  - · the cost of instructing a debt collector to recover any monies owed from you in relation to the Mortgage;
  - · recovering any of the Whole Debt;
  - protecting or preserving our security;
  - · checking that any insurance of the Property that you have arranged is adequate for our purposes; and
  - insuring the Property.
- (3) We will tell you when you have incurred a Cost and the amount of the Cost. If you do not pay the Cost within 7 days of the date we tell you about it we may add it to the Loan and charge interest on it at the Interest Rate.
- (4) We can stop charging you for certain Costs or reduce our Costs at any time without providing you with notice.
- (5) We can vary or add to the Costs set out in our service charges leaflet if we reasonably believe that the change is needed for any one or more of the following reasons:
  - (a) to respond to any new or increased cost which we reasonably incur in operating your mortgage account;
  - (b) to respond to changes in the law or the interpretation of the law or the decisions of a court or ombudsman;
  - (c) to meet changes in relevant regulatory requirements;
  - (d) to respond, to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
  - (e) to maintain an appropriate return from your account and to ensure that our business remains profitable and competitive including our need to maintain our financial strength in the interests of all our consumer customers;
  - (f) to enable us to harmonise, in a reasonable manner, the charges being charged to mortgage customers following any acquisition of mortgage accounts or any takeover, or merger with, another provider of mortgage accounts;
  - (g) to respond to changes which we may reasonably make in the services we provide, including any new or improved service or facility available on your account; or
  - (h) to make our charges operate more fairly between our consumer customers generally.
  - If any of the individual reasons in 6(5)(a)-(h) above is found to be invalid we may still rely on any of the alternative reasons to change or add to the Costs.
- (6) Any change we make to our charges will be proportionate to the circumstances giving rise to the change.
- (7) Where we vary or introduce a new Cost, we will give you at least 30 days' notice prior to making the change.

#### 7. Property Insurance.

- (1) You (or the Mortgagor where he is not also the Borrower) must insure the Property during the Term against fire and all other usual risks in a sufficient amount to meet the Property's restatement cost in the event of total loss, and in accordance with our reasonable requirements.
- (2) If you or the Mortgagor chooses to arrange your own cover or if it is subject to particular leasehold requirements, special conditions may apply. We will tell you or the Mortgagor what these are, and they may include the following:
  - (a) the Property insurance cover must be in the joint names of you and/or the Mortgagor and us, or, our interest in the Property as mortgagee must be noted on the insurance policy;
  - (b) we must provide our written agreement to the policy taken out by you or the Mortgagor, but we will not unreasonably withhold this consent if the policy meets the minimum cover and conditions we require; and/or
  - (c) we are under no obligation to ensure that the cover taken out by you or the Mortgagor is adequate.
- (3) If you receive any money arising out of an insurance claim you will hold this separate from your own funds upon trust for us to be used either to repair or rebuild the Property or to repay the Whole Debt. You can choose whether to repay the Whole Debt or to repair or rebuild the Property unless the Property cannot be repaired or rebuilt or the Whole Debt becomes repayable in circumstances where:
  - (a) we consider you have been involved in fraudulent or criminal behaviour in relation to your mortgage account which we reasonably believe may have an adverse effect on our security; or
  - (b) if there is a material or persistent breach of any obligations contained in the Mortgage Offer, the Mortgage, the Conditions by you or the Mortgagor which we reasonably believe may have an adverse effect on our security;

in which case the money must be applied in or towards repayment of the Whole Debt. Any surplus will be paid to you or any other person entitled to receive it. If there is any shortfall, you will need to cover this from your own resources.

- (4) If we arrange any type of insurance for you or the Mortgagor then any sums we receive (other than money paid out as the result of a claim) whether as commission or otherwise, shall belong to us absolutely and we shall not be required to account to you or the Mortgagor unless required to do so by law.
- (5) You (and the Mortgagor where he is not also the Borrower) will, on demand, provide or arrange to provide to us every policy of insurance on the Property (other than a policy taken out by us) and also such evidence as we may require to establish that such policy is currently in force.
- (6) You (and the Mortgagor where he is not also the Borrower) will notify us promptly of any damage to the Property which may give rise to any claim under any insurance on the Property and we shall have full power to settle any claims with the insurers in relation to any policy relating to the Property whether such policy has been taken out by us or by the Mortgagor or by you.
- (7) If you or the Mortgagor fail to comply with any of your obligations in relation to insuring the Property, we may at your expense insure the Property and you will reimburse us for all premiums paid and related costs incurred by us. These amounts will be treated as Costs for the purposes of the Conditions and will be payable immediately.

#### 8. Assignment of Related Rights.

The Mortgagor:

- (1) Agrees to transfer the benefit of all Related Rights to us subject to the Whole Debt being repaid in full;
- (2) Subject to the Whole Debt being repaid in full, appoints us and any receiver appointed by us, to be your attorney, in your name and on your behalf to claim, assess, enforce, recover and receive any compensation arising from the Related Rights and to exercise any right and to give any notices relating to the Property which the Mortgagor may be required to give,

provided that:

(3) The Mortgagor agrees to apply any money received in respect of any Related Rights to reduce the Whole Debt, unless we require these to be used to restore or improve the Property.

#### 9. Other Obligations of the Mortgagor.

The Mortgagor shall:

- (1) put and keep the Property in good repair and condition and will not without our consent make or allow any alteration to be made to the Property or its use. If any alterations are approved, the Mortgagor shall comply with the terms on which our approval may be given, and complete any uncompleted buildings or alterations to our satisfaction with reasonable speed and diligence;
- (2) comply with all conditions or undertakings required or specified in the Mortgage Offer, the Conditions and the Mortgage and ensure that the Mortgagor also observes and/or performs these;
- (3) if the Mortgage Offer provides that the Loan is paid, or is to be payable, in instalments as building or other work on the Property proceeds, apply the Loan towards the payment of the cost of such work, and ensure that all work is carried out in a good and workmanlike manner with materials of good quality and strictly in accordance with all statutory and other requirements and ensure that a certificate and guarantee is issued by the National House Building Council or other body approved by us in relation to any building or other work completed relating to the construction of the Property;
- (4) observe and perform all restrictions and obligations affecting the Property or any part or parts of it;
- (5) promptly pay all rents, service charges, rates, taxes and other charges payable in respect of the Property or the occupation of the Property and comply fully with all relevant laws relating to the Property or its use or occupation;
- (6) inform us immediately of any notice received or given by you or the Mortgagor in relation to the Property or affecting his estate or interest in the Property and provide us with a copy of the notice, and if required by us, to join with us in any objection or challenge to such notice;
- (7) permit us to enter the Property at a reasonable time and without becoming liable as a mortgagee in possession, to examine its state and condition and to provide us with any information we require relating to the Property to ensure you have complied with your obligations under the Mortgage. If required by us, the Mortgagor will also carry out any work which we require on the Property immediately and at his reasonable cost. The work must be carried out in a good and workmanlike manner. Except in an emergency, we will give you reasonable notice of any inspection we propose to make;
- (8) if the Property is leasehold let us know immediately of any notice served under any of the Leasehold Reform Acts and sign in our favour in any form we require a legal mortgage of the freehold or any superior lease or any new lease which you obtain;
- (9) not do or omit anything to be done on the Property which may affect the insurance of the Property or which may increase the premium payable for any such insurance;
- (10) not to dispose of, create any Lease or to hold the Property on trust for or on behalf of any other person without our prior written consent. The Mortgagor hereby agrees that it will not seek to exercise any rights including, without limitation, the right to enter into any Lease of the Property under the Law of Property Act 1925 during the term of this Mortgage without our prior written consent;
- (11) at all times comply with the Planning Acts and any requirements of the relevant local planning authority of the Property or by the landlord of the Mortgagor;
- (12) not, without our consent, create any other loan, mortgage, charge, pledge, right, restriction or security interest of any kind over the whole or any part of the Property;
- (13) inform us without delay of any defect, incompleteness, damage, injury or depreciation to the Property which may give rise to a right to or claim for damages, compensation or any debt;
- (14) not, without our prior written consent, make any structural changes to the Property or its use, or to apply under the Housing Act 1985 or any similar legislation for an improvement grant in respect of the Property;
- (15) to pay to us immediately on demand all Costs we may reasonably incur in connection with any application by you for a consent required under the Conditions whether or not such consent is given or taken up;
- (16) give notice to the landlord of the Property if the Property is leasehold that the Mortgage has been provided in relation to the Property;
- (17) if it is agreed in the Mortgage Offer or subsequently agreed by us with you, pay additional interest to us within an agreed period at the time the Whole Debt is repaid in full;
- (18) if required by us, execute further legal mortgages, charges or assignments in our favour over all or any of the Property, to secure the Whole Debt or to facilitate the realisation of the Property, or the exercise of the powers conferred on us, or a receiver appointed by us, such further mortgages, charges or assignments to be prepared by or on our behalf at your reasonable cost and to contain an immediate power of sale without notice, a clause excluding Section 93 (which would otherwise restrict a lender from requiring a borrower to repay amounts due under a separate mortgage or charge) and the restrictions contained in Section 103 of the Law of Property Act 1925 relating to a mortgagee exercising its power of sale under a mortgage, and such other clauses for our benefit as we may reasonably require.

#### 10. Repayment of the Loan in whole or in part.

- (1) We may require you to repay the Whole Debt at any time on the expiry of 3 months' written notice. We will only exercise this power:
  - (a) if we have a reason to believe that the relationship between you and us has irretrievably broken down, such as physical, threatening or abusive behaviour to either the Society or our staff; or
  - (b) if we need to ask you to repay the Whole Debt due to regulatory or taxation reasons. We would not seek to rely on this provision without reference to and acceptance by our regulator.
- (2) The Whole Debt will become immediately repayable in full if any of the following events occur:
  - (a) we consider you have been involved in fraudulent or criminal behaviour in relation to your mortgage account which we reasonably believe may have an adverse effect on our security;
  - (b) if you fail to pay two or more of the Monthly Payments in aggregate;
  - (c) if there is a material or persistent breach of any obligations contained in the Mortgage Offer, the Mortgage, the Conditions by you or the Mortgagor which we reasonably believe may have an adverse effect on our security;
  - (d) if we discover that any information supplied in connection with your application for the Loan is incorrect or misleading in a material way which we reasonably believe may have an adverse effect on our security;
  - (e) if the Property is compulsorily purchased or requisitioned;
  - (f) if you surrender possession of the Property to us or you abandon it;
  - (g) if you, the Mortgagor or the Guarantor become bankrupt or if you are a company, have an order made or resolution passed for winding up or a receiver or administrative receiver or administrator appointed in respect of any part of your organisation or enter into any form of arrangement or composition with its creditors;
  - (h) if you are the sole surviving Borrower and you die;
  - (i) if another lender gives us notice that they are going to exercise their rights to take possession, appoint a receiver in respect of the Property or exercise a power of sale over the Property.
- (3) If we enforce the Mortgage and the net proceeds of sale of the Property are not enough to pay off the Whole Debt, you will still owe us any shortfall with interest at the Interest Rate which will be applied until payment of the Whole Debt has been made to us.
- (4) You may repay all or part of the Whole Debt before the end of the Term. If you wish to repay in full, you must pay to us all sums owing in respect of the Whole Debt including:
  - (a) interest calculated up to the date of repayment;
  - (b) our Costs in connection with the repayment; and
  - (c) any interest required under the terms of your Mortgage Offer.

Where any partial repayment is made, the payment shall be attributed first, to repay any interest and second, to repay any Costs. Any balance shall be applied to repay the Loan, but will not reduce the amount of interest payable in the month that the partial repayment is made.

(5) We may release any part of the Property from your Mortgage if we are satisfied that the remainder of the Property will be adequate security for the balance owing to us.

#### 11. Our Remedies and Powers.

(1) Our power of entry into possession and the statutory powers of sale and of appointing a receiver, shall take effect from the date of the Mortgage and shall be exercisable free from any restrictions imposed by Section 103 of the Law of Property Act 1925 (this section contains provisions which would otherwise restrict a lender in exercising its power of sale under a mortgage). If a receiver is appointed he shall be entitled to such commission or remuneration as we shall consider reasonable. The restrictions set out in section 109(8) of the Law of Property Act 1925 which set out the order in priority in which to pay any money received will not apply in this case. This means that it will be the receiver's responsibility to decide the order of priority in which to pay any money you owe.

- (2) At any time after the Whole Debt has become due and payable we may without previous notice to or agreement from you:
  - (a) take possession of the Property and require you to leave it and take any other legal action in order to do so;
  - (b) appoint a receiver of the Property;
  - (c) sell the Property (whether or not we have taken possession);
  - (d) insure the Property to the full reinstatement value at your cost;
  - (e) exercise all the other powers given to mortgage lenders by the Law of Property Act 1925.

In exercising our rights, we will comply with any legal and regulatory requirements.

- (3) If the Mortgagor abandons the Property or gives possession of the Property to us or if we or a receiver appointed by us enters into possession of the Property, then if the Mortgagor or you do not remove any furniture, goods, domestic pets or livestock ("goods") from the Property within 14 days, we or a receiver appointed by us shall be entitled at your cost:
  - (a) to sell or remove the goods from the Property (and if sold with the Property to apportion the total price between the Property and the goods);
  - (b) to store all or any of the goods and pay the storage charges;
  - (c) to allow the goods to be used with any Lease of the Property and to apply the whole of the rent received as rent due for the Property and not for the goods.
- (4) Any money received from the sale of the goods or the Property may be used by us or a receiver appointed by us to pay any expenses incurred in dealing with the Property. We shall not be liable to the Mortgagor or to you for any money received until all the goods have been sold or returned to the Mortgagor. Both you and the Mortgagor shall at all times reimburse us in respect of all Costs which may be incurred by us in exercising our rights.
- (5) We may give up possession of the Property after providing the Mortgagor with notice, at any time after entering into possession. We shall not be accountable as mortgagee in possession (if we take possession of the Property) while in actual possession of the Property.
- (6) If the Whole Debt becomes repayable and/or we or any receiver appointed by us take possession of the Property, we shall cease to be under any further obligation to you. If we enter into possession of the Property, we or any receiver will not be liable to account as a mortgagee in possession. If we appoint a receiver or receivers of the Property, the appointment will be made in writing. If we appoint more than one receiver, the receivers will act jointly and severally, which means they can act either on their own or together. Any receiver appointed shall be your agent for all purposes and you will be responsible for his acts or omissions and for his remuneration, costs, charges and expenses.
- (7) At any time after the power of sale has become exercisable, we may, acting reasonably:
  - (a) grant and accept any surrender of a Lease;
  - (b) carry out any repairs, alterations and additions to the Property and generally maintain the Property as we believe is necessary;
  - (c) employ and pay agents (who may or may not be our employees), to carry out any powers under the Conditions on our behalf for a fee which we believe is reasonable;
  - (d) retain any money received as provision for any future payment or other money from you;
  - (e) at any time after entering into possession of the Property, or any part of it, or appointing a receiver, give up possession or remove the receiver on giving notice to you;
  - (f) take such action, at your cost, as we shall deem reasonably necessary and appropriate to preserve our and/or the Mortgagor's rights, title, or interest in the Property or any part of the Property.
- (8) A receiver appointed in respect of the Property, or any part of it, may exercise such or all of the following powers as may be contained in the document appointing him or in any subsequent written direction from us, such powers to be an extension of those contained in Section 109 of the Law of Property Act 1925:
  - (a) take possession of the Property;
  - (b) to sell (whether by public auction or by private contract or otherwise) or otherwise deal with and dispose of the Property without restriction;
  - (c) to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
  - (d) to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance or equipment;

- (e) to lease, surrender, or accept surrenders of Leases of the Property without restriction;
- (f) to carry into effect and complete any transaction by executing deeds or documents in your name or on your behalf or that of the Mortgagor;
- (g) to take, continue or to defend any proceedings and enter into any arrangements or compromises;
- (h) to insure the Property for the full reinstatement value and any works and effect any other relevant insurance as is reasonably necessary and obtain bonds and give undertakings and security to bondsmen;
- (i) to employ advisors, consultants, managers, agents, workmen and others as he in his absolute discretion shall think necessary on such terms as to remuneration or otherwise as he shall think fit;
- (j) to give valid receipts for all monies and execute all assurances which may be proper or desirable for realising the Property, or any part or parts of it, and to give and receive as your agent any notice in respect of any Lease or other occupancy of the Property, whether created by the receiver pursuant to his powers under these Conditions or by the Mortgagor or us, as the case may be;
- (k) to apply for planning permissions and any other necessary statutory and other consents (or appeal against their refusal), enter into agreements under the Planning Acts, enter into and arrange bonds (including road bonds and indemnities and guarantees) and to dedicate land as a public highway in any case as may seem to be necessary or desirable on such terms as he shall consider fit;
- (l) to make any other arrangement to take any other action which the receiver may consider to be incidental or helpful to any of his powers, or to the realisation of the Property, or otherwise in our interests.
- (9) A receiver appointed in respect of the Property, or any part of it, will not be one of our employees or officers.
- (10) We may exercise all the powers of the receiver under the Conditions either as your attorney or in our own right and whether or not a receiver shall have been appointed.
- (11) Appointing a receiver does not automatically mean that the Property has been taken into possession.

#### 12. Other Provisions affecting You and the Mortgagor.

- (1) If you wish to pay off your Mortgage in full, we may at the same time require you to pay off any other mortgage or charge that we held from you. In this case, Section 93 (which would otherwise restrict a lender from requiring a borrower to repay amounts due under a separate mortgage or charge) and Section 103 (which contains provisions which would otherwise restrict a lender in exercising its power of sale under a mortgage) of the Law of Property Act 1925 shall not apply to the Mortgage.
- (2) If you or the Mortgagor at any time hold any share in any management company or residents society relating to the Property then:
  - (a) You or the Mortgagor shall deposit with us the share certificate or other evidence of title to such share or shares; and
  - (b) You or the Mortgagor irrevocably appoints us, or our receiver, to be his attorney and in his name to transfer, or arrange to be transferred, such share or shares to any person we may sell the Property to in exercising the power of sale and to receive any consideration payable in respect of the sale or other transfer of such share or shares.
- (3) As continuing security you give us power of attorney authorising us and any receiver to do anything we reasonably consider necessary in connection with our powers to protect our security and to act on your behalf to take action which you are obliged to take under the Mortgage including but not limited to:
  - (a) signing and completing documents which are needed to make good any defect in your title to the Property or Mortgage;
  - (b) exercising any powers in relation to the Property which you may be entitled to exercise; and
  - (c) to enter into any variation of your title to the Property to protect or enhance our security.

Where there is more than one of you, this power will not arise until:

- (a) an event has occurred which makes the Whole Debt immediately repayable; and
- (b) we have given you notice that our powers have arisen,

and our powers will then continue for a period of twelve months from the date of that notice.

(4) If, after the Mortgage has been discharged, we discover that the amount paid to us to pay off the Whole Debt in full was less than the full amount as a result of our mistake or miscalculation, we shall be entitled to recover on demand from you and any Guarantor the outstanding amount required, even though the Mortgage has been discharged and we have provided you with confirmation that the Whole Debt has been repaid in full. In exercising this right we will always act reasonably. (5) In addition to and without affecting any rights which we may be given by the law generally in such a situation, you give us the right at any time when you owe us money but have not paid us such money (for example, unpaid capital or interest in relation to a mortgage loan) to take money from any account of any type which you have with us at any branch (for example held by you in a deposit or savings account with us) and to use such money to pay the unpaid money. This right is called "setting off" the money which we owe you because you have a deposit or savings account with us against the unpaid money which you owe us, it is also some times called "combining accounts".

You give us this right even if the money which you owe us which is unpaid is in one currency and the money held by us in an account for you is in a different currency. In such a case we will convert the money in your account with us into the same currency as the money you owe us which is unpaid. We will make this conversion at a rate of exchange which we reasonably believe reflects market rates generally for such a currency conversion.

If the money we hold for you in a deposit or savings account is held by us for you at a preferential rate which is available because the money is not immediately available we are authorised to forfeit any such preferential rate by obtaining the money back as soon as possible in order to pay off the money which you owe us which is unpaid. You confirm that in such circumstances we will not be liable to you for any loss of any preferential interest rate on money we have held for you.

We will notify you reasonably in advance if we intend to use the rights referred to above and give you an opportunity to pay the unpaid money. Whilst money remains unpaid you agree that you will not be entitled to withdraw the money in any such savings or deposit account no matter what the terms of the account may say.

#### 13. Transfer of the Benefit of the Mortgage.

- (1) We may sell, transfer, assign, charge or otherwise dispose of our interest (in whole or in part) in the Mortgage and the Whole Debt to another person at any time at law or in equity on such terms as we may decide and without your consent. As the Society will not be your mortgage provider any more, your borrowing membership of the Society may also cease.
- (2) Unless the terms of the transfer state otherwise, a transferee of the mortgage and the Whole Debt will be able to exercise all the rights, powers and remedies which we are able to exercise before the transfer. In the event of a transfer, your obligations to us under these Conditions will continue for the benefit of the transferee.
- (3) You agree that we may at any time transfer all or some of our obligations under the Mortgage (including these Conditions) and the Mortgage Offer to another person. If we do so, you will be able to enforce the transferred obligations against that person in the same way that you could enforce them against us before the transfer.
- (4) If we take any of the steps described in Condition 13(1) or 13(3):
  - (a) it will not reduce your rights or increase your obligations under the Mortgage (including these Conditions) and the Mortgage Offer; and
  - (b) it will not reduce any guarantees you have under or by virtue of the Mortgage (including these Conditions) and the Mortgage Offer.
- (5) We may disclose the following to any person who takes, or is about to take, a transfer, assignment, charge or other disposal of all or part of our interest in, or any of our rights under or in respect of, the Mortgage and the Whole Debt, or who takes, or is about to take, a transfer of all or some of our obligations under the Mortgage (including these Conditions) and the Mortgage Offer:
  - (a) any information you gave us when you applied for any Loan;
  - (b) any documents supporting your application;
  - (c) any other information or documents we hold concerning the Property, the Mortgage Offer, any other security we hold in respect of the Whole Balance, or the way you have performed your obligations under the Mortgage Offer and these Conditions.

Where any information or document which we disclose under this Condition was originally supplied by you, you agree that the person to whom we disclose it may rely on its truth and accuracy.

(6) You may not assign your rights or obligations under these Conditions or the Mortgage Offer.

#### 14. Obligations of the Guarantor.

- (1) The Guarantor shall observe and perform all of the obligations in the Conditions which apply to you and the Mortgagor and their liability to us is both joint and several with you and the Mortgagor which means that the liability to us is shared equally between you, the Mortgagor and the Guarantor in respect of any breach or failure to observe or perform the Conditions, the Mortgage or the Mortgage Offer.
- (2) The Guarantor will not be released from liability as a result of any variation, waiver, act or omission in relation to the terms of the Mortgage Offer, the Mortgage or the Conditions.
- (3) The obligations of the Guarantor will also apply to any Further Loan which may be made to you if the Further Loan is made either at the written request, or with the written consent, of the Guarantor.
- (4) The Guarantor is advised to seek independent legal advice before entering into the guarantee or third party security.

#### 15. Transfer of Land subject to Mortgage.

- (1) We may allow you to sell or transfer the Property to a third party ("the Transferee") after you have obtained our prior written consent and paid any transfer fee set out in the Mortgage Offer. If we allow you to sell or transfer the Property, the Transferee shall be responsible for all liabilities arising under the Mortgage, the Conditions and the Mortgage Offer from the date of the transfer.
- (2) We will not register any transfer until the deed of transfer has been approved by us or on our behalf at your expense and received by us for retaining with the title deeds to the Property.

#### 16. Endowment Mortgages, Investment Plans and Pension Mortgages.

- (1) This Condition applies to all Loans where the Mortgage Offer states that the Loan is to be repaid in whole or in part out of the proceeds of a Policy.
- (2) In addition to the security taken over the Property, the repayment of the Whole Debt shall be secured by the Policy.
- (3) The Policy must be taken out in a form and with the relevant institution and for the amount which we specify in the Mortgage Offer or with such other institution as we approve.
- (4) We have the right to ask for the Policy to be deposited with us as an additional security and to ask for a first charge on the Policy and the proceeds of the Policy for the repayment of the Whole Debt.
- (5) If we ask you to, you will transfer the Policy to us, in a form we reasonably specify, free from all rights and restrictions. Any transfer will not affect any right, charge or interest which we were entitled to before the transfer. In order to transfer the Policy, you agree to appoint us as your attorney and in your name to transfer the Policy in accordance with this Condition. If the Policy is to be held in trust for the benefit of any person, the charge we take over the Policy will rank in priority to any other interest and you will ensure that the interest of such a person will take effect subject to our interest.
- (6) It is your responsibility to ensure the Policy remains in full force and effect and to ensure the proceeds of the Policy are sufficient to repay the Whole Debt. You confirm that until the Whole Debt is repaid you will keep the Policy in full force and effect. If it appears to us at anytime during the Term that the proceeds of the Policy will be insufficient to repay the Whole Debt, it is your responsibility to ensure that you have other means of repaying the Whole Debt.
- (7) The statutory power of sale shall be applicable in relation to the Policy and will extend to authorise us to surrender the Policy or any part or parts of it, and any amounts received on any surrender of the Policy may be applied towards the discharge or repayment of the Whole Debt.
- (8) If you fail to pay or to obtain payment of any premium or payment payable in respect of the Policy within seven days of it becoming due we may (but without obligation to do so):
  - · make such payment;
  - · convert the Policy into a paid up policy; or
  - · surrender the Policy.

Our rights under this Condition will not affect any other rights or remedies we have under the Conditions.

- (9) All sums paid by us under this Condition, together with all reasonable costs and expenses incurred by us in relation to keeping the Policy in force or effecting a new Policy are treated as Costs.
- (10)On your death, the proceeds of any Policy transferred or charged to us as security for repayment of the Whole Debt shall be applied in or towards the repayment of the Whole Debt and all other sums payable to us under the Conditions.

#### 17. Production and Storage of Deeds.

- (1) You may request us to give you or your representative the title deeds of your Property or to supply extracts from or copies of the title deeds, subject to any reasonable conditions that we may specify. You may have to pay a fee for this service. The fee will be notified to you in advance and you will usually have to pay the fee in advance. In exceptional circumstances (such as where you are unable to pay the fee upfront) we may agree that the fee can be added to your Loan, and interest will then be payable on it at the Interest Rate.
- (2) If we specify that we do not require pre-registration title deeds and they are sent to us, we may charge you a fee for providing storage facilities. Payment of this fee is on the same basis as that referred to above.

#### 18. Notices.

- (1) Any notice given to you, the Mortgagor or the Guarantor may be given to you by posting it to the addressee's last known address in our records or to the addressee at the Property.
- (2) If you, the Mortgagor, or the Guarantor are more than one person, any notice shall be sufficiently given if addressed and posted to any one of them at the last known address or to the Property.
- (3) If you, the Mortgagor or the Guarantor or any one of you dies, any notice may be given by posting it addressed to the personal representative of the deceased or to any one of the personal representatives if there are more than one, at the deceased's last known address in our records, or at the Property. This provision shall apply both before and after any grant of probate or letters of administration, to the estate of the deceased has been made.
- (4) We allow 24 hours after posting for any correctly addressed letter or other personal notice to reach you after which we are entitled to assume you have received it.

#### 19. Complaints Handling Procedure & Financial Ombudsman Service.

#### Complaints.

At the Furness, we always try to provide a first-class service. Occasionally, however, things can go wrong and if they do, we'll make every effort to put them right.

#### Ways to contact us.

If you have a complaint, you need to contact to someone who understands your concerns.

You should contact the relevant branch or Head Office department by calling us on 0800 834 312 or 01229 824560.

You can also e-mail us at furness.direct@furness-bs.co.uk or write to us at Emlyn Hughes House, Abbey Road, Barrow-in-Furness, Cumbria LA14 5PQ. The Society has a complaints handling procedure and a copy is available on request.

Please note that in most cases we will contact you by telephone to discuss your complaint so it's important to note that our call will not display a phone number, it may display e.g. No Caller ID.

#### What happens next?

We will record your complaint and work hard to resolve it as quickly as possible, however this is dependent on the nature of the complaint as there are different timescales.

Please see the complaint handling procedure for further information.

#### Financial Ombudsman Service.

We hope that the final decision you receive will provide you with sufficient information to explain the investigation and how we came to our decision, however, If you are not satisfied with the outcome, you can refer it to the Financial Ombudsman Service (FOS) and ask them to look into it for you. We will send you a leaflet that explains the FOS procedure with our final response. If you decide to refer your complaint to FOS, you must do so within 6 months of our final response. The contact details of the Financial Ombudsman Service are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: 0800 023 4 567 or 0300 123 9123 Website: www.financial-ombudsman.org.uk

#### 20. Changes to the conditions.

- (1) We may make changes to the Conditions if we reasonably believe that the change is needed for any one or more of the following reasons:
  - (a) to respond to changes in the law or the interpretation of the law or the decisions of a court or ombudsman;
  - (b) to meet changes in relevant regulatory requirements;
  - (c) to respond to, new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
  - (d) to reflect changes in the way we administer mortgages;
  - (e) to correct errors, where it is reasonable to do so (for example, typographical errors);
  - (f) to make the Conditions clearer or fairer to understand;
  - (g) to enable us to harmonise, in a reasonable manner, the terms and conditions following any acquisition of Mortgage accounts or any takeover, or merger with, another provider of Mortgage accounts;
  - (h) to provide you with extra benefits or services or the introduction of new systems; or
  - (i) to maintain an appropriate return from your account and to ensure that our business remains profitable and competitive including our need to maintain our financial strength in the interests of all our consumer customers.

If any of the individual reasons in 20(1)(a)-(i) above is found to be invalid we may still rely on any of the alternative reasons to change the Conditions.

- (2) If we change or amend these Conditions, you will be notified and given reasonable notice before the changes take effect.
- (3) Any change we make to the Conditions will be proportionate to the circumstances giving rise to the change.

#### 21. Severance.

If all or part of the Conditions are found to be illegal, invalid or unenforceable, this will not affect the validity or enforceability of the remaining Conditions.

#### 22. Governing Law.

The Mortgage Offer, the Conditions and the Mortgage will be governed by English law, except if you were located in Scotland or Northern Ireland when you entered into the Mortgage, in which case the laws of either Scotland or Northern Ireland will apply respectively. You agree submit to the non-exclusive jurisdiction of the English Courts.

#### 23. Miscellaneous

You may have to pay other costs or taxes in relation to your Mortgage which are not paid through or imposed by us..

For more information or details of our mortgage rates talk to us on 0800 781 4311 or visit furnessbs.co.uk



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Furness Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Furness Building Society is on the Financial Services Register under registration number 159624.

The Society is covered by the Financial Ombudsman Service and has a complaints handling procedure. A copy of the complaints handling procedure is available on request. Complaints we cannot settle may be referred to the Financial Ombudsman Service.

Your call may be monitored or recorded to maintain a quality service.