

# MORTGAGE DECLARATIONS

## PLEASE READ THE FOLLOWING DECLARATIONS CAREFULLY BEFORE YOU SIGN:

I am/we are applying for a mortgage on the property described in this mortgage application and I/we declare, consent, and fully understand that:

1. All applicants are 18 years of age or over.
2. I/We confirm that I/we have read and understood the illustration that has been provided to me/us.
3. To the best of my/our knowledge and belief the answers given in this application form are true and all material information as required has been disclosed.  
I/we will immediately inform the Society of any changes to the information that I/we have provided in answer to the questions in this application. If I/we give Hinckley & Rugby Building Society false or inaccurate information, and the Society has reasonable suspicion of fraud, the Society will record this.
4. This application can be cancelled by the Society at any time without giving any reason or revealing any information received if it appears to the Society that there is a change in my/our circumstances or the security to be provided.
5. The valuer is independently instructed by the Society to assess the adequacy of the security for the purpose of the Building Society only. I/we accept that this does not impose any duty on the valuer or the Society to indicate to us the value or condition of the property. I/we confirm and understand that we are advised to make our own arrangements to have the property surveyed. I/we further understand that the Society does not accept any liability for the accuracy or contents of the valuers report.
6. The Society may transfer some or all of its rights under the mortgage at any time and to any person whether or not a building society or an associate body of a building society. If the Society transfers its legal rights in the mortgage I/we will no longer be a borrowing member(s) of the Society in respect of the mortgage, and the Society may disclose any information relating to me/us and the mortgage, to any person in connection with the transfer.
7. Any application and arrangement fees must be enclosed with this application and are subject to the key features of my/our chosen mortgage scheme. Application fees cannot normally be refunded once a valuer has been instructed.
8. Credit Reference and Other Mortgage Checking Systems
  - a. The Society will check its own records as well as conducting searches at credit reference agencies when I/we make an application to it.
  - b. The Society may use credit reference and fraud prevention agencies to help it to make decisions. The details of what the Society does and how it and the agencies will use your information is detailed below. By signing these declarations, I/we confirm my/our acceptance that my/our information may be used in this way.
  - c. When the Society makes a credit reference search, the credit reference agencies will leave a "footprint" on my/our credit file, whether or not this application proceeds. If the application does proceed, then the record of this search (but not the name of the Society) may be seen by other organisations when I/we apply for credit in the future, and may therefore be used to assist them in making decisions relating to credit related services, insurance proposals/claims, etc. about me, my partner(s), and other members of my household (or business if I/we have one).
  - d. The Society may also make periodic searches of group records, credit reference agencies and fraud prevention agencies to manage my/our account and carry out ongoing credit risk assessment and statistical analysis of the performance of my/our account.  
These further searches will not be seen or used by other lenders to assess my/our ability to obtain credit.
  - e. Information in this application and relating to any resulting mortgage account will be disclosed to a national mortgage application checking system or any other collective mortgage data checking system, or any credit reference agency. This information will be recorded and may be made available to other mortgage lenders, credit granters or third parties for the purpose of taking credit decisions affecting me/us, fraud prevention and detection, money laundering and bad debt prevention, with the aim of promoting responsible lending. It may further be shared within the Society and with third parties including financial and other organisations involved in financial crime prevention to protect the Society, other credit granters and the Society's customers against fraud.
  - f. Information in this application form may be used to make credit decisions about me/us and to verify my/our identity, for the purposes of preventing and detecting fraud and/or money laundering. It may also be used to request a credit reference from one of the credit reference agencies, including use of the information on the electoral register for the purpose of money laundering and identification purposes. Credit reference agencies will keep a record of the search.
  - g. If false or inaccurate information is provided and fraud identified, details will be passed to fraud prevention agency/ies to prevent fraud and money laundering.
  - h. If an advance is granted, information will be registered about me/us and the conduct of my/our account with credit reference agencies for the purpose of making lending decisions, prevention of fraud, tracing agents or loan management.
  - i. A credit reference agency will make an association linking my financial records to one or more of my partners/financial associates. For the purpose of this application I/we understand that I/we may be treated as financially linked and my/our application will be assessed with reference to any 'associated data'. If the application is a joint application the credit reference agency would make an association linking the financial records of all the applicants, including previous and subsequent names of parties to the account. If any linked applicant applies for access to information held at credit reference agencies, each applicant will receive information relating to themselves only and the name(s) of any associate. This financial linkage will continue until I, or one of my partners, successfully files a notice of disassociation with the credit reference agencies.
  - j. Information held about me by the credit reference agencies may already be linked to records relating to one or more of my partners. For the purposes of this application I/we may be treated as financially linked and my/our application will be assessed with reference to any "associated" records. An association may have been made by the holding of joint accounts with another financial organisation.
9. Data Protection Act
  - a. My/our data will NOT be used by credit reference agencies to create a blacklist or used by them to make a decision.
  - b. The information provided to credit reference agencies about me/us, my/our financial associates and my/our business if I/we have one, may be supplied by them to other organisations, who will use it to: verify my/our identity if I/we or my/our financial associate(s) apply for other facilities; including all types of insurance applications and claims; assist other organisations to make decisions on credit, credit related services and on motor, household, life and other insurance proposals and insurance claims, about me, my partner(s), other members of my/our household or my/our business; trace my/our whereabouts and recover payment if I/we do not make payments that I/we owe; conduct checks for the prevention and detection of crime, including fraud and/or money laundering; manage my/our personal and/or business account(s) (if I/we have one); manage my/our personal and/or business insurance policies (if I/we have one/any); undertake statistical analysis and system testing.
  - c. My/our data may also be used for other purposes for which I/we give my/our specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act.
  - d. I/we can ask for details of the Credit Reference and Fraud Prevention agencies used by the Society by telephoning 01455 894030.
10. I/we acknowledge that my personal information provided in this application form will be used by the Society in accordance with the Society's Customer Privacy Notice, a summary of which I have been provided with, the full text of which is set out on the Society's website and hard copies of which can be provided to me upon request.
  - a. The Society will make such enquiries and take up such references as it considers necessary in relation to my/our mortgage application. This information may be obtained from the Land Registry, previous and existing employers. Information may also be obtained from the Inland Revenue, Department for Work and Pensions, my/our accountant, mortgage introducer, professional adviser, pension provider, landlord and current or previous lenders named on my/our application.
  - b. The Society may use and disclose details of this application and any resulting offer of advance to my/our and/or the Society's solicitor(s) and intended adult occupiers of the property, to any intended guarantor and their legal advisers. Legal advisers may disclose confidential or privileged information to the Society that may determine whether the Society lends to me/us.
  - c. The Society may also disclose personal information to:
    - i. its external auditors and regulatory bodies including the Financial Conduct Authority (FCA), the Prudential Regulatory Authority (PRA) and the Financial Ombudsman Service (FOS); and
    - ii. associate companies, agents and service providers, including solicitors and valuers acting for the Society, debt recovery agents, letting agents, title insurers, insurers and providers of information technology services.
  - d. Information on the application form will be disclosed to any insurance partner the Society has for the purpose of administering any insurance product I/we choose to take. The insurance company will hold the information about me/us as data controller. This may include any insurance partner that the Society may choose to enter into a relationship with or to protect its security (and administer any claims on the Society's behalf). An example would be higher lending charge insurance or title insurance, both of which protect the Society only.
  - e. If I/we take out insurance with Royal and Sun Alliance Insurance plc, they may:
    - i. disclose information I/we have supplied and details of my/our policy and claims to a data administration company, to licensed credit reference agencies, relevant insurance companies and fraud prevention bodies, and this information will be made available to other prospective lenders and insurers.
  - f. If the Society takes out title insurance with First Title Insurance PLC, or any other title insurance provider, they may:
    - i. Use any personal data supplied by the Society for any purposes in connection with the entering into and administration of the contract/policy and for exercising any rights under the contract/policy including in any actions, proceedings or negotiations.
    - ii. Disclose information supplied by the Society and details of the contract/policy and claims to the Claims and Underwriting Exchange Register and other relevant fraud bodies, relevant insurance companies, underwriters and associate/holding companies.
  - g. The Society may disclose details about the progress of my/our application (including whether or not it has been granted), to my/our broker, Independent Financial Adviser, professional adviser or other intermediary, if the request came from them.
  - h. In addition to disclosing information to credit reference agencies, the Society may also disclose information I/we have supplied to it, and details of how I/we conduct my/our account, to fraud prevention bodies, to include the police and the Serious Organised Crime Agency.
  - i. If I/we are making this application on behalf of another person, they must have authorised me/us to act on their behalf, to give the Society their personal information, to authorise a credit search if necessary, and to consent to the Society's use of their personal information, as described.
  - j. I/we confirm that if any documentation or statements are being provided in support of this application, in respect of other accounts held jointly with parties other than me/us as mortgage applicant(s), such other parties have given their consent to their data being processed by the Society.

k. I/we acknowledge that my personal information provided in this application form will be used by the Society in accordance with the Society's Customer Privacy Notice, a summary of which I have been provided with, the full text of which is set out on the Society's website and hard copies of which can be provided to me upon request.

I/we acknowledge that this may include my personal data being used:

- to make identification checks and to request a credit reference from one or more of the credit reference agencies including the use of information on the electoral register for the purpose of money laundering and prevention of fraud; and
  - in order to share information about my account(s) to the Financial Conduct Authority and the Society's Auditors for regulatory and audit purposes, and the payee bank on any automated electronic transactions.
- l. The Society may disclose information I/we supply to it, and details of how I/we conduct my/our account (including details of disputes, arrears and mortgage possession proceedings), to anyone who guarantees my/our loan or their legal adviser to include details of any offset savings account. This information may also be provided to any additional mortgagors.
- m. The Society may disclose details of my/our account (including balance outstanding, interest rate(s) applicable, early redemption charges and monthly payments), to potential borrowers, if in the future, one of us enquires about adding or removing a party to the account (also known as "transfer of equity"). However, such a transaction will not proceed without a completed application form signed by all account holders.
- n. Whether or not my/our application to the Society is successful, any national mortgage application checking system or any other collective mortgage data checking system or any credit reference agency will add details of the search, and my/our application, to their records and will share this information with other lenders and grantors of credit and insurance who will use it when assessing any applications for banking, loan, hire facilities or insurance, which I/we or

a member of my/our household may make in the future. They will use it for verifying identity, fraud prevention, debt recovery and tracing debtors. The agencies may also use the information for statistical analysis and market research.

- o. The Society will respect my/our rights to privacy and will not disclose my/our personal information to anyone, except with my/our consent, or if the law, public duty or the Society's legitimate interests require it to do so.
- p. Under the Data Protection Act, I/we have a right of access to my/our personal records held by the Society, subject to the payment of a fee. I/we have the right to have inaccuracies in my/our personal data corrected. These rights must be requested in writing, to the Society's Principal Office, 81 Upper Bond Street, Hinckley, Leicestershire, LE10 1DG.
- q. The Society's leaflet "Your Personal Information" explains my/our rights under the Data Protection Act, with a further explanation of how the Society uses my/our personal information. This leaflet is available on request from the Principal Office and from local branches.
- r. Please tick the relevant boxes below if you **would like to** hear from the Society about products or services:

by post       by telephone       by email  
 by text message       by recorded call

The Society will only market to you in accordance with the Society's Customer Privacy Notice, a summary of which I have been provided with, the full text of which is set out on the Society's website and hard copies of which can be provided to me upon request. You can unsubscribe from the Society marketing to you at any time by contacting us at dataprotectionofficer@hrbs.co.uk or by telephone on 01455 894090.

I/we understand that if any information may change during the life of the account I/we should contact the Head of Mortgages at the address shown on the rear cover of this brochure.

First Applicant's signature

Date

Second Applicant's signature

Date

**INSTRUCTION TO YOUR BANK/BUILDING SOCIETY TO PAY DIRECT DEBITS**

Please fill in the whole form and send it to:  
 Hinckley & Rugby Building Society,  
 Upper Bond Street  
 Hinckley  
 Leicestershire, LE10 1NZ



Originator's Identification Number

9	9	0	5	7	6
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1. Name and full postal address of your Bank or Building Society branch

To: The Manager

.....

..... Bank/Building Society

Address , .....

.....

..... Postcode , .....

2. Name(s) of account holder(s)

3. Branch sort code (from top right hand corner of your cheque)

4. Bank or Building Society account number

5. Reference Number - For HRBS use only

6. Instruction to your Bank or Building Society. Please pay Hinckley & Rugby Building Society Direct Debits from the account detailed on this instruction subject to the safeguards assured by the Direct Debit Guarantee. I/we understand that this instruction may remain with Hinckley & Rugby Building Society and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)       Signature(s)       Date

**For Hinckley & Rugby customers' use only: please enter your preferred payment date selected from 8th, 15th, 22nd or last banking day of each month**

Day  or as soon as possible after this date

**The Direct Debit Guarantee**

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit, Hinckley & Rugby Building Society will notify you at least 7 working days in advance of your account being debited or as otherwise agreed. If you request Hinckley & Rugby Building Society to collect a payment, confirmation of the amount and date will be given to you at the time of your request.

If an error is made in the payment of your Direct Debit by Hinckley & Rugby Building Society or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when Hinckley & Rugby Building Society ask you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please notify us.

