

## Summary of Criteria

- Loans for any purpose
- Loans from £3,000 upwards
- Maximum gross loan is £75,000
- Up to 60% LTV
- Up to 25 year term
- Applicants on Benefits/Pensions
- Term not to extend past 85th birthday of customer.
- Overpayments can be made without early repayment penalties but will not automatically affect the interest payable

## Applicants

### Applicants aged over 80

- Legal charge must be witnessed and stamped by a solicitor who must also complete the Independent Legal Advice letter confirming that documents have been explained and where applicable the implications of consolidating unsecured debts to secured have also been explained.

### Married Applicants

- A loan will be acceptable in a sole name when both the property and mortgage are registered in the same sole name.
- Affordability will be calculated using the sole named applicants income only
- A Solicitors witnessed waiver form will be required from the spouse

### Non British Nationals

- For all non British Nationals an original passport is required plus evidence of their permanent right to reside in the UK. We reserve the right to ask for passports in other cases.

### Loans into retirement

- If the loan term is to extend into the retirement of the applicant, we must have confirmation how they intend to maintain repayments after they have stopped working. We will accept the applicant stating that they intend to work up to the age of 75. After 75 the loan repayments must fit on their future pension income figure which must be stated on the Lending into Retirement document and be proven by a copy of their pension statement. The term must not extend past the 85<sup>th</sup> birthday of customers.

### Mental Capacity

- All customers must show that they have the mental capacity to enter into and understand the loan agreement.

### Properties in joint names of Parents/Children/Siblings

- Legal charge must be witnessed and stamped by a Solicitor who must also sign the Independent Legal Advice letter confirming the documents were fully explained.

## Bankruptcy

- Bankrupt or subject to a Debt Relief Order within the last 3 years not acceptable.

## IVA

- We will lend to clients who are currently paying an Individual Voluntary Arrangement (IVA) but this must be repaid from the proceeds of the loan. A settlement figure must be obtained from the Supervisor of the IVA and confirmation obtained that they will have no interest in the security address once the settlement has been received.

## Property

### If the value of property is as follows

- Less than £60,000 the LTV is plan less 25%
- Less than £80,000 the LTV is plan less 15%
- Properties over £80,000 LTV as plan.

If the construction of the property is other than brick and tiles then a valuation must be carried out. If the valuation states that the property is mortgageable by conventional means then no restrictions will be imposed, otherwise the LTV is reduced to 50%.

## Flats

- England & Wales – Flats must be leasehold
- Ex council flats minimum valuation £100,000

## High Rise Flats

- We may lend on High Rise Flats (residences in buildings with in excess of six storeys) providing the Valuation exceeds £200,000.

## Ex- Council Properties

- Housing Act discount ignored for LTV unless it is still in the first year. The discount received will be added to the outstanding mortgage lending.

## Tenanted Properties

- We **do not** lend on tenanted properties.

## Shared Ownership Properties

- We **do not** lend on shared ownership properties.

## Equity Release Properties

- We **do not** lend behind an equity release loan.

### Commercial/Semi-Commercial Properties

- We **do not** lend on commercial or semi-commercial properties

### Personal/Private Charges

- Lending behind a personal/private charge considered on referral.

### Leasehold Properties

- There must be at least 40 years unexpired term remaining on the lease at the end of the loan term.

### Geographical Area

- We do not lend in N Ireland, Isle of Man & Channel Islands

## Valuations

### A Hometrack AVM is required in all cases subject to the following:

Where LTV is less than or equal to 50% the AVM must have a minimum confidence level 4.

Where LTV is less than or equal to 60% the AVM must have a minimum confidence level 5.

Where the AVM does not have the required confidence level a full valuation must be undertaken. A Drive-by valuation may be accepted in place of an AVM.

## Income

### Minimum income £15000 gross per annum

An income and expenditure form is to be completed in all cases and this will be verified by the Lender before a Binding Offer is issued. We may use an automated affordability model which makes use of ONS data. All non consolidated unsecured credit will be calculated in the affordability.

A bank statement or printout to verify the income and expenditure that has been stated and reporting at least one months household transactions may be required.

Consolidated credit will require repaying directly from the loan proceeds unless it is affordable within the affordability calculations. Applicants are to provide settlement figures and bank details for repayment in all cases.

- For credit cards and mail orders used in the income calculation we will use 3% of the balance outstanding.
- For CCJ's and Defaults the applicant is to advise the monthly repayment amount paid
- Employed applicants must produce recent payslips and net wage will be used for calculations.
- If in a new employment an average of 3 consecutive payslips will be used. An employer's letter/contract confirming employment and salary will also be accepted. The applicant must be outside any probationary period.
- Applicants employed on temporary contracts will be considered on a referral basis subject to a minimum 6 months in their current employment.
- Agency workers accepted subject to a minimum 12 months with the same agency.
- Benefit income acceptable other than Income Support, Job Seekers Allowance.

- Universal Credit income acceptable.
- Pensions & benefits applicants must provide evidence of all income i.e. award letters, pension advise slip, P60
- Applicants in receipt of DWP contributions to their mortgage repayments are not accepted
- Child benefit/child tax credits/child maintenance acceptable. We require the ages of children and the term of the loan must fit the time that this income is to be received for. If the loan is to extend beyond this time then evidence is required to confirm how the loan repayments will be met. The maximum age that we will accept child benefit/child tax credit income for is aged 19. We need to see the up to date awards letters for all cases.
- Lodger's income is acceptable with a tenancy agreement and bank statement proof of receipt.
- Board income from children is not acceptable.
- Rental income not acceptable.
- We will also calculate a maximum 50% DTI calculation on all cases to include all secured and unsecured credit.
- All income for all parties must be proven on all cases.

### **Interest rate stress test**

- We will re-calculate both the mortgage repayment and the new secured loan repayment using a 2% stress test to ensure that they are both affordable within our calculations should interest rates rise.

### **Co-Habiting Non Owners**

- We will accept income of a joint applicant if registered for one year or more on the voters roll.

**We must be confident that the applicant will be able to repay the loan over the full term of the loan.**

## **General Criteria**

### **Fees**

- The Lender Fee (if applicable) and Broker Fee can be added to the loan amount.
- The Lender Fee (if applicable) and Broker Fee will be deducted from the loan upon completion (if applicable)
- A Broker fee up to 12.5% of the loan amount can be charged to a maximum of £4950.

### **Repayment Periods**

- Any period from 12 months to 300 months.

### **Early Redemption of Loans**

- An early repayment charge of 2 months interest will be charged upon early settlement of any secured loan
- An administration fee (currently £295) will be charged.

## **Underwriting Guidelines**

### **Items we will need for each application:**

- Signed and completed application form

- Proof of income (see income)
- Equifax Credit Search
- 1st mortgagee details either by BSQ or Credit Search
- Mortgage Illustration (ESIS)
- Office copies
- Hometrack/Valuation
- Legal Charge/Scottish Standard Security
- Bank Statement

**Items we may need for each application:**

- Conveyance/assent/assignment for unregistered land
- Waiver/consent form for occupants over 18yrs
- Solicitors ILA for applicants aged 80+, non English speakers
- Solicitors witnessed waivers where applicable.
- Redemption figures with undertakings for loans to be repaid
- Confirmation of any mortgage arrears figure
- Mortgage company consent to our charge
- Marriage/Birth/Death certificate
- Letter to cancel any previous priority search

**1st Mortgage details**

We need confirmation of the amount outstanding and monthly repayment for the first mortgage. If this is not clear from the credit search we will need a BSQ from the Lender. It must state the amount outstanding, monthly repayment, 12 month payment history, current arrears and Title information/copy conveyance. If the mortgage is in arrears we will need confirmation of the amount of arrears and we will repay them from the proceeds of the loan.

**Witnessing****Legal Charge**

Borrowers aged 80 or over or non English speaking must have their legal charge documents witnessed by a Solicitor, who must stamp the document with their company stamp. The Independent Legal Advice letter must be completed to verify that the documents have been explained.

**Identification and proof of residency**

Applicants identity and residency will be electronically verified via the AML profile on the Equifax credit search. Our minimum requirements are;

Total Residency Verifications – 2

Total Identity Verifications – 1

Total Alerts – 0

**Where the above minimums are not met then you must see original signature identification and proof of residency**

**The following documents are acceptable forms of identification:**

- Current signed UK or EU passport
- Copy of bankcard supported by an original bank statement less than 3 months old

- Full driving licence
- Armed forces/police ID card
- Provisional Driving Licence (photo version only) Valid self employed registration card (C1S4, C1S5, C1S6 and SC60)
- Shotgun firearms certificate (must also provide signature ID such as bank/credit card)

### **Non British Nationals**

For all non British Nationals an original passport is required plus evidence of their permanent right to reside in the UK We reserve the right to ask for passports in other cases.

### **The following documents are acceptable forms of proof of residency:**

- Recent utility bill (within 3 months) - not mobile phone
- Valid full driving licence Valid provisional driving licence (photo version only)
- Current TV Licence
- Benefits letters (within 3 months)
- Inland Revenue letters (within 3 months)
- Current buildings insurance policy
- Accountants/Solicitors letter (within 3 months)
- Current council tax bill

If a client is unable to provide any of the above items we accept a stamped and signed Certificate of Identity from a person in a position of responsibility who has known them a minimum of two years and can verify their signature and address. We need to know the name, address, telephone number and occupation of the person providing the verification.

### **Further Advances**

Any applicants for further advances will be treated as a new application and all documents must be provided as for a new loan. Fees can be charged on the further advance amount only  
Commission will be paid on the further advance amount only.

Commission/clawback requirements are detailed in your Standard Terms of Business agreement.

### **Responsible Lending and Treating Customers Fairly**

If a loan application is deemed not to be in the interests of the borrowers, as a responsible lender we reserve the right to decline the application or ask for additional documents to support the application. The Norton Group is committed to treating customers fairly and endeavours to apply the FCA principles for business and four statutory objectives throughout the firm and its culture.

### **Client Funds**

If the loan application is a joint application it is preferable to payout to a joint bank account or by joint cheque, but if it is not possible we will pay out to one party upon receipt of a signed authority and verbal confirmation during the speak-with. We will not payout to anyone other than the property owner.

**We will do a security check with all parties to the loan in all cases.**

## General Principles of Fair Business Practice

When you signed your Standard Terms of Business, you agreed to comply with the guidance issued by the FCA principles of business. Norton and the FCA expect all firms operating within the lending sector to comply with its guidance. Some of the main highlights are shown below:

- Borrowers must be allowed sufficient time to reflect on the terms and conditions of the proposed agreement and must not be subjected to any high-pressure selling. They need to understand the risks associated with taking out a secured loan on their residential property and should be encouraged to take independent advice before signing and allowed adequate opportunity to do so. This will form part of our final security checks.
- There must be transparency in all dealings with all borrowers, with early disclosure of key contract terms and conditions (including rates and charges).
- Contract terms and conditions must be fair and clear, in plain and intelligible language, which can be easily understood by borrowers.
- No irresponsible lending, with all underwriting decisions being subject to a proper assessment of the borrower's ability to repay the loan without undue hardship and without resort to the security, taking full account of all relevant circumstances and any reasonably foreseeable future circumstances.
- Norton will take reasonable steps to ensure that brokers or other intermediaries who regularly act on their behalf do not engage in unfair business practices, act unlawfully or in any way which is deceitful, oppressive, unfair or improper, whether unlawful or not.

## Vulnerable Borrowers – Mental Capacity

A 'Vulnerable Borrower' can be described as an individual with limitations in Financial Literacy and those with limitations in Mental Capacity. Brokers must ensure they adhere to the guidance issued by the Money Advice Liaison Group's Debt and Mental Health Good Practise Guidelines.

Brokers must be aware that if at any point in the application for credit process they suspect or gain knowledge that the customer has mental capacity or financial literacy limitations then they must act in accordance with the MALG guidance. Suspicion of mental capacity or financial literacy limitations should have a low threshold as per the guidance, but should be based upon more than a "hunch".

A non-exhaustive list of circumstances which may lead the Broker to suspect customer limitations in mental capacity or financial literacy follows:

- Where disclosure is given by the applicant
- Where disclosure is given by someone likely to have an informed view, such as a partner or carer etc
- Where a Power of Attorney is known to exist
- Where medical evidence exists or a previous diagnosis
- Where the applicant acts out of character or in an unexpected manner
- Where the applicant cannot retain information concerning their application or appears confused about personal or financial information
- Where the applicant does not understand what they are applying for or information given to them
- Where the applicant appears unable to weigh up information, or communicate their borrowing decision by reasonable means

Where there is suspicion that an applicant has a mental capacity or financial literacy limitation, the applicant shouldn't be regarded as being unable to make a decision unless steps have been taken to assist first without success.

Brokers should provide assistance to these applicants in clear language to help them make decisions; rather than immediately declining their application.

The following measures can be taken to help an applicant's understanding:

- Providing additional information on the "key risks" of the agreement, which can include features of the agreement, how much they will pay, the consequences of not maintaining payment, advisability of considering pre-contract information and their ability to request further information if required

- Carrying out a detailed assessment of the applicants financial circumstances to ensure their ability to afford to meet repayments in a suitable manner
- Ensuring that applicants do not take unsuitable credit, even where this is affordable. An example would be an applicant settling unsecured credit with a secured loan, without any obvious benefit
- Giving applicants adequate time to weigh up the information and explanations provided in order to better enable them to reach responsible borrowing decisions
- Referring the applicant to suitable not-for-profit third parties for additional advice, such as Citizens Advice Bureau Where there is suspicion or knowledge of mental capacity or financial literacy limitations, all applications must be referred and marked for the attention of the Norton lending Manager or in their absence the Group Compliance manager for consideration.

You should note what additional steps you have taken to assist customer understanding. Norton may require independent legal advice to be carried out to ensure that the customer has full understanding.

Guidance includes a recommendation for a written invitation to the applicant to disclose any additional relevant information. Norton has amended its Terms of Business Letter and brokers are asked to do the same.

Brokers should also note that any information gathered in relation to mental capacity or financial literacy limitations are classed as sensitive data under the Data Protection Act and should be treated accordingly.

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