

EXECUTION VERSION

SERVICING AGREEMENT

31 May 2019

PRECISE MORTGAGE FUNDING 2019-1B PLC
as Issuer

and

CHARTER MORTGAGES LIMITED
as Servicer and Seller

and

CHARTER COURT FINANCIAL SERVICES LIMITED
as Legal Title Holder

and

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
as Security Trustee

and

INTERTRUST MANAGEMENT LIMITED
as Back-Up Servicer Facilitator

ALLEN & OVERY

Allen & Overy LLP

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THIS SERVICING AGREEMENT (this **Agreement**) is made on 31 May 2019

BETWEEN:

- (1) **PRECISE MORTGAGE FUNDING 2019-1B PLC** (registered number 11613167), whose registered office is at 35 Great St. Helen's, London EC3A 6AP (in its capacity as the **Issuer**);
- (2) **CHARTER MORTGAGES LIMITED** (registered number 6749495), a private limited company incorporated under the laws of England and Wales, whose registered office is at 2 Charter Court, Broadlands, Wolverhampton, West Midlands WV10 6TD (in its capacities as the **Servicer** and the **Seller**);
- (3) **CHARTER COURT FINANCIAL SERVICES LIMITED** (registered number 6749498), a private limited company incorporated under the laws of England and Wales, whose registered office is at 2 Charter Court, Broadlands, Wolverhampton, West Midlands WV10 6TD (in its capacity as **Legal Title Holder**);
- (4) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (registered number 0644755), a company incorporated under the laws of England and Wales whose registered office is at 8 Canada Square, London E14 5HQ (the **Security Trustee**); and
- (5) **INTERTRUST MANAGEMENT LIMITED** (registered number 03853947), a private limited company incorporated under the laws of England and Wales, whose principal office is at 35 Great St. Helen's, London EC3A 6AP (the **Back-Up Servicer Facilitator**).

WHEREAS:

- (A) The Issuer has agreed to purchase the Portfolio on the Closing Date from the Seller pursuant to the Mortgage Sale Agreement.
- (B) The Servicer carries on the business of, *inter alia*, executing payment transfers from borrowers to lenders of the sums due under loans, debt collection and providing related incidental administrative services to lenders.
- (C) The Issuer and the Legal Title Holder wish to appoint the Servicer to service the Loans and their Related Security acquired by the Issuer pursuant to the Mortgage Sale Agreement and the Servicer wishes to accept the terms of such appointment and to service the Loans and their Related Security, subject to and upon the terms of this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The master definitions and construction schedule made between, amongst others, the parties hereto on or about the date hereof (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the Recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 (Interpretation and Construction) of the Master Definitions and Construction Schedule.

2. APPOINTMENT OF THE SERVICER

2.1 Appointment of the Servicer

- (a) Subject to Clause 2.3 (Limited Authority), with effect from the Closing Date until termination pursuant to Clause 21 (Termination), the Issuer and the Legal Title Holder hereby appoint the Servicer in accordance with this Agreement to be the Issuer's and, as applicable, the Legal Title Holder's agent to provide the Services in accordance with the terms of this Agreement, to service the Loans and their Related Security, to exercise the Issuer's and the Legal Title Holder's rights, powers and discretions under and in relation to the Loans and their Related Security and to perform the obligations of the Issuer and the Legal Title Holder in relation to the Loans and their Related Security.
- (b) The Legal Title Holder hereby also appoints the Servicer to operate the Collection Accounts in accordance with the terms of this Agreement.
- (c) The Servicer hereby accepts the appointments by the Issuer and, as applicable, the Legal Title Holder under paragraphs (a) and (b) above subject to the terms and conditions of this Agreement.
- (d) The Security Trustee consents to the appointment of the Servicer on the terms of and subject to the conditions of this Agreement.
- (e) In its dealings with the underlying Borrowers, the Servicer will, whilst the legal title to the Loans and their Related Security is held by the Legal Title Holder, act under the trading name of "Precise Mortgages" and act on the Issuer's and/or the Legal Title Holder's behalf (as applicable) subject to the terms set out herein.
- (f) For the avoidance of doubt and in connection with the rights, powers and discretions conferred under this Clause 2.1, the Servicer shall have the full power, authority and right to do or cause to be done any and all things to be done in relation to the Loans and their Related Security, provided however, that neither the Issuer nor its directors shall be required or obliged at any time to enter into any transaction or to comply with any directions which the Servicer may give with respect to the operating and financial policies of the Issuer.

2.2 Grant of Authority to Servicer

On the date of this Agreement, the Issuer and the Legal Title Holder shall execute:

- (a) the Servicer Power of Attorney in favour of the Servicer; and
- (b) such other written authorisations, mandates and instruments as are reasonably necessary to enable the Servicer to perform its obligations under this Agreement, including its obligations in relation to the registration and discharge of the Mortgages and the operation by the Servicer of the Collection Accounts,

and on the termination of this Agreement, the Servicer agrees to return to the Issuer and the Legal Title Holder the Servicer Power of Attorney and any written authorisations, mandates and instruments provided to it under this Clause 2.2.

2.3 **Limited Authority**

- (a) The Servicer shall have no authority by virtue of this Agreement to act for or represent the Issuer or the Legal Title Holder as agent or otherwise save in respect of those functions and duties which it is authorised to perform and discharge by this Agreement and for the period during which this Agreement so authorises it to perform and discharge those functions and duties.
- (b) The Servicer shall have no authority by virtue of this Agreement or the Servicer Power of Attorney to:
 - (i) enter into any indemnity on behalf of the Issuer or the Legal Title Holder unless it has received the prior written authority of the Issuer or the Legal Title Holder respectively; or
 - (ii) incur any liability on behalf of the Issuer or the Legal Title Holder unless such liability is incurred in accordance with this Agreement or with the prior written consent of the Security Trustee.

2.4 **Servicer Authority Incidental to Exercise of Rights**

In connection with the rights, powers and discretions conferred under the provisions of this Clause 2, during the continuance of its appointment hereunder, the Servicer shall, acting as a Reasonable, Prudent Residential Mortgage Servicer and subject to the terms and conditions of this Agreement, the relevant Mortgage Conditions and the Mortgage Sale Agreement, have the full power, authority and right to do or cause to be done any and all things which it reasonably considers necessary, convenient or incidental to the servicing of the Loans and their Related Security or the exercise of such rights, powers and discretions.

2.5 **The Servicer not to Determine the Issuer's Policies**

During the continuance of the Servicer's appointment under this Agreement, in performing the Services:

- (a) the Servicer shall not act and may not be obliged to act in a manner contradictory to the provisions of the Services Specification; and
- (b) the Issuer, the Legal Title Holder and the Servicer recognise that the obligations and responsibilities of the Servicer shall, unless otherwise specified herein, be of an administrative nature only and that neither the Issuer nor its directors shall be required or obliged at any time to comply with any advice or directions which the Servicer may give with respect to the operating and financial policies of the Issuer and the Servicer hereby acknowledges that all powers to determine such policies (including the determination of whether or not any particular policy is for the benefit of the Issuer) are, and shall at all times remain, vested in the Issuer and its directors and none of the provisions of this Agreement shall be construed in a manner inconsistent with this provision.

2.6 **Direction of the Security Trustee**

Notwithstanding the other provisions of this Agreement, the Servicer will act solely upon the direction of the Security Trustee upon the Security Trustee notifying the Servicer that an Enforcement Notice has been served on the Issuer.

2.7 Appointment conditional upon issuance of the Notes

The appointment of the Servicer pursuant to Clause 2.1 (Appointment of the Servicer) is conditional upon the issue of the Notes and Residual Certificates having taken place and shall take effect upon and from the Closing Date automatically without any further action on the part of any person.

3. THE SERVICES

3.1 Duties/Standard of Servicer

The duties of the Servicer shall be the provision of the Services. The primary function of the Servicer shall be to collect monies from the bank accounts of the Borrowers or otherwise and to pay such amounts or to ensure such amounts are transferred to the Collection Accounts held with the Collection Account Bank. Without prejudice to any express provision of this Agreement relating to the Services (and subject always to Clause 3.8) the Servicer will at all times during the term of this Agreement service the Loans and their Related Security and perform the Services and all related functions in all material respects in the same manner as would a Reasonable, Prudent Residential Mortgage Servicer in accordance with the applicable provisions of the FSMA and the FCA Rules and shall devote sufficient competent resources to providing the Services.

3.2 Perfection of the Sale of Loans and their Related Security to the Issuer

Subject to Clause 5 (Perfection of the Sale) of the Mortgage Sale Agreement:

- (a) within 20 Business Days of the Servicer being notified that a Perfection Event has occurred, the Servicer shall execute or procure the execution of the transfers referred to in Clause 5 (Perfection of the Sale) of the Mortgage Sale Agreement or, if requested by the Issuer, shall provide sufficient information to enable the Issuer to do so;
- (b) upon the Legal Title Holder being required by the Issuer to complete the transfer of the Loans and their Related Security pursuant to Clause 5 (Perfection of the Sale) of the Mortgage Sale Agreement, the Servicer shall do or procure the doing of all or any of the acts, matters or things (including, for the avoidance of doubt, those acts, matters or things referred to in Clause 5 (Perfection of the Sale) of the Mortgage Sale Agreement) on behalf of the Legal Title Holder or, if requested by the Issuer, shall provide sufficient information to enable the Issuer to do so; and
- (c) the Servicer undertakes not to take any actions that would result in the legal transfer of the Loans and their Related Security to the Issuer except as provided in this Agreement and Clause 5 (Perfection of the Sale) of the Mortgage Sale Agreement.

3.3 No obligation to monitor Loans

The Servicer shall be under no obligation to monitor the compliance of Loans and their Related Security with the Loan Warranties. If, however, the Servicer, through performing the Services under this Agreement, becomes aware of any fact or circumstance which, in its opinion and acting reasonably, may have a material adverse effect on any Loan or Loans (including the breach of any Loan Warranty) and its Related Security, or otherwise becomes aware of the breach of any Loan Warranty in respect of any Loan and its Related Security comprised in the Portfolio, it will inform the Issuer, the Seller of such fact or circumstance as soon as reasonably practicable of becoming so aware (and, in any event, before the later to occur of: (a) 10 Business Days of becoming aware of such event or fact, and (b) for so long as the Seller is the Servicer, on the date that the immediately following Servicer Report is due).

3.4 Documents

The Servicer shall:

- (a) use all reasonable endeavours to ensure that all documents, correspondence and information in its possession or control or held by a third party to the order of the Servicer pursuant to Clause 3.7(c) relating to the Loans and their Related Security (whether in machine readable or hard copy form) including Title Deeds (if any) and the Loan Files are:
 - (i) other than in relation to any documents, correspondence and information held by a storage agent appointed under Clause 3.7(c), at all times held to the order of the Issuer and the Security Trustee or (following the delivery of an Enforcement Notice) as the Security Trustee shall otherwise direct and the Legal Title Holder hereby consents to the Servicer holding such documents, correspondence and information in the manner contemplated in this paragraph (i);
 - (ii) stored in such manner so that they are readily identifiable and are not likely to be confused with documents relating to other loans which are held or serviced by the Servicer or any third party and in the case of Title Deeds, procure that these are stored in safe, secure and fire-protected conditions;
 - (iii) in respect of documents being held by third parties, held on terms that would be acceptable to a Reasonable, Prudent Residential Mortgage Servicer;
- (b) subject to Clause 20 (Regulation), shall not release any Title Deeds in its possession other than to the Borrower on repayment in full of the relevant Loan, to such Borrower's solicitor on receipt of the relevant solicitor's undertaking in suitable form, or to a storage agent appointed in accordance with Clause 3.7(c), provided that nothing in this paragraph (b) shall prevent the Servicer from releasing any relevant documentation related to the Loans (including Title Deeds) in its possession to appointed solicitors in connection with any litigation proceedings; and
- (c) take and maintain security copies of all computer data relating to the Services. In particular, at least once in each working week, a duplicate of a computer tape or disc held by the Servicer to the Security Trustee's order containing all Borrowers' ledger accounts as at the opening of business on the first Business Day of that week will be backed up at a place away from the ordinary place of business of the Servicer. Such duplicate computer tape or disc shall be stored in such a way as to preserve uncorrupted the information stored thereon and to preserve the retrievability of such information. Each computer tape or disc so prepared will be retained until the computer tape or disc relating to the succeeding week has been deposited under this Clause 3.4.

3.5 Insurance Relating to Documents

The Servicer (at its own cost) shall maintain at all times adequate and suitable professional indemnity insurance reasonable for the type of business carried on by the Servicer.

3.6 **Discretion of the Servicer**

- (a) The Issuer acknowledges that a residential mortgage loan servicer generally exercises discretion in the servicing process and that in exercising such discretions and in otherwise making decisions with respect to Loans and their Related Security, the Servicer may exercise such discretion as would be exercised by a Reasonable, Prudent Residential Mortgage Servicer in the servicing of loans having similar characteristics to the Loans and generally serviced by it, so long as such discretion is exercised in connection with the provision of the Services in accordance with this Agreement.
- (b) Where a conflict arises between the terms upon which the Services are defined under Clauses 3.4 (Documents) to 4.2 (Collection and Transfer of Moneys) inclusive and the Services Specification, the provisions contained in the Services Specification shall prevail.

3.7 **Delegation of Services**

- (a) The Servicer may not sub-contract or delegate the performance of all or any of its powers and obligations under this Agreement other than as provided in paragraphs (b), (c) and (f) below.
- (b) The restriction in paragraph (a) above shall not apply to the engagement by the Servicer (acting as a Reasonable, Prudent Residential Mortgage Servicer in deciding to enter into such engagement) of any solicitor, arrears counsellor, valuer, surveyor, estate agent, asset manager, receiver, bailiff, property management agent or other professional adviser in respect of services normally provided by such persons (excluding, for the avoidance of doubt, any engagement or services, as the case may be, relating to the servicing of the Loans and their Related Security other than on a loan by loan basis) whom or which a Reasonable, Prudent Residential Mortgage Servicer would be willing to appoint in respect of loans having similar characteristics to the Loans and generally serviced by it.
- (c) The Servicer may appoint a storage agent for Title Deeds and Loan Files, provided that:
 - (i) it shall notify the Issuer of such appointment or change in appointment within two Business Days of the appointment or change in appointment being made; and
 - (ii) such storage agent is a person with whom a Reasonable, Prudent Residential Mortgage Servicer would be willing to appoint as a storage agent in respect of loans having similar characteristics to the Loans and generally serviced by it,

and at the Closing Date the Issuer agrees that such storage will be undertaken by Iron Mountain (UK) Limited.

- (d) If the Servicer did not act as a Reasonable, Prudent Residential Mortgage Servicer in the appointment of an entity under paragraph (b) (c) above (or does not act as such in the maintenance of the appointment of such entity):
 - (i) the Servicer shall remain responsible for the performance of its obligations under this Agreement, insofar as the obligations relate to the services so sub-contracted to the relevant party;
 - (ii) the performance or non-performance or the manner of performance of any such third party of any of the Services shall not affect the Servicer's obligations under this Agreement; and
 - (iii) any breach by a delegate or any such third party of any obligation of the Servicer under this Agreement shall be treated as a breach of this Agreement by the Servicer.

- (e) If the Servicer did act as a Reasonable, Prudent Residential Mortgage Servicer in the appointment of an entity under paragraph (b) (c) above and acts as such in the maintenance of the appointment of such entity:
 - (i) the Servicer shall be released and discharged from any liability hereunder; and
 - (ii) any breach by a delegate or any such third party of any obligation of the Servicer under this Agreement shall not be treated as a breach of this Agreement by the Servicer.
 - (f) The restriction in paragraph (a) above shall not apply to the delegation to or appointment of any other company within the CML Group, provided that any such delegate would be a person or persons whom the Servicer would be willing to appoint in respect of its own mortgages in connection with the performance by the Servicer of any of its obligations or functions or in connection with the exercise of its powers under this Agreement. Notwithstanding any delegation of the performance of its obligations under this paragraph (f) only, the Servicer shall not thereby be released or discharged from any liability hereunder and shall remain responsible for the performance of all of the obligations of the Servicer under this Agreement, and the performance or non-performance or the manner of performance of any delegate of any of the Services shall not affect the Servicer's obligations under this Agreement and any breach in the performance of the Services by such delegate shall, subject to the Servicer being entitled for a period of 20 Business Days from receipt of any notice of the breach to remedy such breach by any delegate, be treated as a breach of this Agreement by the Servicer.
- 3.8 In determining whether the Servicer acted as a Reasonable, Prudent Residential Mortgage Servicer:
- (a) the Issuer and the Security Trustee agree that the Servicer shall be under no obligation to monitor or supervise the functions of any sub-contractor or delegate appointed under Clause 3.7(b) or 3.7(c) and shall be entitled, in the absence of actual knowledge of a breach of obligation, to assume that each such person is properly performing and complying with its obligations; and
 - (b) only such matters relating to the relevant sub-contractor or delegate that is within the Servicer's actual knowledge will be taken into account.
- 3.9 Where the Servicer services any Regulated Mortgage Contract within the meaning of MCOB, in performing its obligations under this Agreement and in servicing the Loans and their Related Security it will observe the requirements of MCOB.
- 3.10 If requested by the Issuer, the Servicer shall, within 14 days of them becoming publicly available, deliver to the Issuer two copies of its annual audited balance sheet, profit and loss account and directors' report together with any other documents annexed thereto.
- 3.11 The Servicer may, from time to time and at its own cost and without the consent of any other party to this Agreement, make any modifications to the Services Specification in accordance with the standard of a Reasonable, Prudent Residential Mortgage Servicer.
- 3.12 The Servicer will, from time to time and at its own cost and without the consent of any other party to this Agreement, make such modifications to the Services Specification necessary to comply with any applicable mandatory legislative or regulatory requirements and will notify the Issuer and the Security Trustee promptly on becoming aware of such requirements. The Servicer will make the necessary modifications to the Services Specification as soon as reasonably practicable but in any event in time to comply with any statutory or regulatory timings.

- 3.13 Where the Servicer has made a material change to the Services Specification pursuant to Clause 3.11 or 3.12, the Servicer will send written notice of any such change to the Issuer, the Legal Title Holder and the Security Trustee promptly after making such change.
- 3.14 In relation to any legislative requirements that affects the Legal Title Holder, the Servicer and the Legal Title Holder shall consult as to the most appropriate action to be taken by the Servicer to ensure that the Legal Title Holder will continue to comply with all legal and regulatory requirements applicable to it.
- 3.15 The Servicer will deliver reports on the Loans and their Related Security to the Issuer at the times and in the manner required by the Services Specification and substantially in the form of Schedule 3 (Servicer Report). If the FCA requires additional reports or reports in a different format, the Servicer will produce such additional reports or reports in a different format and use its best endeavours to provide such reports within the time period specified by the FCA.
- 3.16 Notwithstanding anything to the contrary in this Agreement, the Servicer (acting on behalf of the Legal Title Holder or the Issuer) shall not take or omit to take any action if such action or omission would result in the Issuer or the Security Trustee arranging or advising in respect of, administering or entering into a Regulated Mortgage Contract or agreeing to carry on any of these activities, if the Issuer or the Security Trustee would be required to be authorised under the FSMA to do so.

4. PAYMENTS AND ACCOUNTS

4.1 Accounts

The Servicer hereby confirms that the Collection Accounts have been established in the name of the Legal Title Holder with the Collection Account Bank and are operative in accordance with the Collection Accounts Mandate. The Servicer undertakes that it will not create or knowingly permit to subsist any Security Interest in moneys held in the Collection Accounts, other than (in respect of the Non-DD Collection Account) the Non-DD Collection Account Trust and (in respect of the DD Collection Account and the Non-DD 2019-1B Collection Account) the Collection Accounts Trust. The Servicer accepts that it is responsible to the Issuer in respect of its operation of the Collection Accounts and warrants that it will reimburse the Issuer for any loss the Issuer suffers as a result of the Servicer or any officer, director or employee of the Servicer operating the Collection Accounts fraudulently or in a grossly negligent manner or in wilful default of the terms of this Agreement. The Servicer undertakes that it will at all times arrange for the safe storage of all unused cheques in its possession which relate to the Collection Accounts.

4.2 Collection and Transfer of Moneys

Without prejudice to the Services Specification, and subject to compliance with any applicable laws, regulations and guidance (including MCOB in relation to any Regulated Mortgage Contracts) the Servicer will use its reasonable endeavours to recover all amounts due under or in connection with any Loan on behalf of the Issuer including taking all necessary steps to collect by direct debit where a Borrower permits such collection and complying with all requirements from time to time of the Direct Debiting Scheme.

4.3 Enforcement of Mortgages

To the extent that any amount cannot be collected from any Borrower and the Servicer is unable to undertake its primary obligation to collect such amounts, the Loan will be passed to the special servicing team of the Servicer who will undertake debt collections activities in addition to the cash management activities outlined above. The Servicer will, in relation to any default by a Borrower under or in connection with a Loan, comply with the Enforcement Procedures or, to the extent that

the Enforcement Procedures are not applicable having regard to the nature of the default in question, take such action as complies with the standard of a Reasonable, Prudent Residential Mortgage Servicer providing debt collection services in respect of such default, provided that:

- (a) the Servicer shall only become obliged to comply with the Enforcement Procedures (to the extent applicable) or to take action as aforesaid after it has become aware of the default; and
- (b) it is acknowledged by the Issuer that mortgage servicers generally exercise discretion in pursuing their respective enforcement procedures and that the Servicer may exercise such discretion as would be exercised by a Reasonable, Prudent Residential Mortgage Servicer in applying the Enforcement Procedures to any particular defaulting Borrower or taking action as referred to above or in enforcing any relevant guarantee but without prejudice to the provisions of Clause 4.4 (Sums Received in the Accounts); and
- (c) the Servicer may exercise forbearance or take such other action in accordance with the practice of a Reasonable, Prudent Residential Mortgage Servicer in relation to the recovery of amounts from Borrower(s) and/or the relevant Property.

4.4 Sums Received in the Accounts

- (a) The Servicer shall procure that, so far as it may be able, Revenue Receipts and Redemption Receipts arising in relation to the Loans will be paid directly into the relevant Collection Account including:
 - (i) all interest received under the Loans and any costs or other amounts received under the Loans (including in any such case amounts recovered on enforcement of rights against any Borrower, the Property or his other property or assets);
 - (ii) all scheduled repayments of principal under the Loans;
 - (iii) all amounts received on redemption of Loans;
 - (iv) all unscheduled repayments of principal under the Loans;
 - (v) any amount received by or on behalf of the Issuer pursuant to any applicable Third Party Buildings Policy or other insurance policy referencing all or any of the Loans and/or all or any of the Borrowers; and
 - (vi) any other amounts whatsoever received on behalf of the Issuer (or, following the service of an Enforcement Notice, the Security Trustee).
- (b) The Servicer hereby undertakes that in connection with and during the terms of its appointment as Servicer under this Agreement in its capacity as Collections Account Trustee, it shall operate the DD Collection Account and the Non-DD 2019-1B Collection Account in accordance with terms of the Collection Accounts Declaration of Trust and the Collection Account Agreement.
- (c) The Servicer shall transfer to the Deposit Account all Collections received into the Non-DD Collection Account arising in respect of non-direct debit payments received from Borrowers within five Business Days of the identification of such amounts received into the Non-DD Collection Account.
- (d) If any amount is deducted from the DD Collection Account and the Non-DD 2019-1B Collection Account in accordance with the Collection Account Agreement which causes a debit balance to arise on the DD Collection Account or the Non-DD 2019-1B Collection Account (the debit balance being an **Overdraft**) and the Overdraft is not reduced to zero by any amount subsequently credited to the

DD Collection Account or the Non-DD 2019-1B Collection Account (as applicable) within one Business Day of the Overdraft arising, the Servicer may as soon as it becomes aware of the Overdraft, request from the Cash Manager at close of business on the relevant Business Day, that an amount equal to the outstanding Overdraft be transferred from the Deposit Account to the DD Collection Account or the Non-DD 2019-1B Collection Account (as applicable) to reduce the Overdraft to zero, subject to sufficient funds standing to the credit of the Issuer Account being available at that time for that purpose.

4.5 **Replacement of Collection Account Bank**

(a) The Servicer shall monitor the Collection Account Bank for any Insolvency Event and confirms that in the event of the occurrence of an Insolvency Event of the Collection Account Bank, the Servicer shall, as directed by the Issuer or, following the service of an Enforcement Notice, the Security Trustee and as agreed in writing by the Legal Title Holder, terminate the appointment of the Collection Account Bank in accordance with Clause 10.2 of the Collection Account Agreement assist the Legal Title Holder in opening one or more replacement Collection Account in the name of the Legal Title Holder with a financial institution which:

- (i) has a rating of at least the Collection Account Bank Rating;
- (ii) is approved in writing by the Issuer and the Security Trustee;
- (iii) is a bank as defined in Section 991 of the Income Tax Act 2007; and
- (iv) is of reputable standing,

as soon as reasonably practicable and in any event within 30 calendar days.

(b) If the rating of the Collection Account Bank falls below the Collection Account Bank Rating and provided that there exists a financial institution having a rating of at least the Collection Account Bank Rating and which is a bank as defined in Section 991 of the Income Tax Act 2007, the Issuer and the Legal Title Holder (or any other entity which may then hold legal title to the Loans and their Related Security) shall, as soon as reasonably practicable (such time period to be not less than 35 calendar days) of such occurrence:

- (i) open a replacement collection account in the name of the Legal Title Holder with a financial institution:
 - (A) having a rating of at least the Collection Account Bank Rating;
 - (B) approved in writing by the Issuer and the Security Trustee; and
 - (C) which is a bank as defined in Section 991 of the Income Tax Act 2007; or
- (ii) obtain an unconditional and unlimited guarantee of the obligations of the Collection Account Bank from a financial institution having the Collection Account Bank Rating; or
- (iii) take any other action as the Rating Agencies may agree will not result in a downgrade of the Notes,

and the Servicer shall assist the Legal Title Holder (or any other entity which may then hold legal title to the Loans and their Related Security) and the Issuer in respect of the foregoing.

- (c) In the event a replacement collection account is opened, the Servicer shall procure that (i) all Direct Debit Mandates are transferred to such replacement collection account, (ii) all Monthly Instalments made by a Borrower under a payment arrangement other than the Direct Debiting Scheme are made to such replacement collection account from the date on which the replacement collection account is opened, and (iii) all amounts standing to the credit of the Collection Accounts are transferred to the replacement collection account promptly after such replacement collection account is opened.

4.6 **Withdrawals and Transfers**

- (a) The Servicer may instruct the Cash Manager, on any date and with or without prior notice to the Issuer, to withdraw amounts from the Deposit Accounts to pay, in accordance with the terms of the Cash Management Agreement to the person entitled, any Third Party Amounts.
- (b) The Issuer will on each Interest Payment Date reimburse, in accordance with the Pre-Enforcement Revenue Priority of Payments, or as the case may be, on any date in accordance with the Post-Enforcement Priority of Payments, the Servicer for all reasonable out-of-pocket costs, expenses and charges (including any amounts representing Irrecoverable VAT in respect thereof) (including any such costs, expenses or charges not reimbursed to the Servicer on any previous Interest Payment Date) properly incurred and evidenced by the Servicer in the performance of the Services and which would not be recoverable under the terms of the applicable Loans in respect of which such costs, expenses and charges are incurred and the Servicer shall upon written request supply the Issuer with a copy of the VAT invoice issued by the person making the supply to which such costs, expenses and/or charges relate. Such out-of-pocket costs, expenses and charges shall include (but shall not be limited to):
- (i) any Security Protection Expenses;
 - (ii) any expenses incurred in relation to the perfection of the sale of the Loans and their Related Security to the Issuer in accordance with Clause 3.2 (Perfection of the Sale of Loans and their Related Security to the Issuer);
 - (iii) any amounts incurred in relation to the storage of Loan Files and Title Deeds under Clause 3.7(c);
 - (iv) any amounts incurred in relation to the delivery of Loan Files and Title Deeds under Clause 15.2 (Delivery of documents);
 - (v) any amounts incurred in relation to the registration of the transfers of the Mortgages into the name of the Issuer at the Land Registry (including the costs and disbursements of solicitors appointed by the Servicer and any fees of the Land Registry, together with any fees charged by the Servicer for oversight of the process);
 - (vi) the cost of any insurance premiums relating to insurances put in place on behalf of the Issuer or the Legal Title Holder in connection with the Portfolio (including where such insurance is in the name of the Legal Title Holder) such as Lender Interest Only Cover, Properties in Possession Cover and Failure to Insure Cover (where this is a global policy in relation to a number of loans serviced by the Servicer, some of which comprise part of the Portfolio and some of which do not, the Issuer shall only reimburse the Servicer for a pro rata proportion of such costs representing the Portfolio);
 - (vii) any amounts incurred in relation to the administration of Lender Interest Only Cover, other Block Insurance Policies and annual checks with Borrowers completed by the Servicer in connection therewith (where this is a global policy in relation to a number of loans serviced by the Servicer, some of which comprise part of the Portfolio and some of which do not, the

Issuer shall only reimburse the Servicer for a pro rata proportion of such amounts representing the Portfolio);

- (viii) any amounts incurred in relation to obtaining or refreshing a credit data report in respect of a Borrower, or in connection with usage of information contained in such credit data report; and
- (ix) any amounts incurred in connection with any claim by the Servicer against its solicitors or agents for professional negligence in relation to one or more Loans (and where such claim is in relation to a number of loans serviced by the Servicer, some of which comprise part of the Portfolio and some of which do not, the Issuer shall only reimburse the Servicer for a pro rata proportion of such amounts representing the Portfolio).

- (c) Where any cost, charge or expense (for the purposes of this paragraph (c), a **Cost**) is to be reimbursed by the Issuer pursuant to paragraph (b) above and that Cost is for VAT purposes incurred by the Servicer as agent for the Issuer (excluding where the Servicer acts as agent for the Issuer and is treated as receiving and making the supply pursuant to Section 47(3) of VATA, or equivalent VAT legislation), the obligation of the Issuer to reimburse the Servicer for the Cost pursuant to paragraph (b) above shall be an obligation to reimburse the Servicer for the full amount of any VAT element of the Cost (rather than only any Irrecoverable VAT, as provided by paragraph (b) above) and the Servicer shall use its reasonable endeavours to procure that the person making the supply provides the Issuer with a valid VAT invoice in respect thereof.

4.7 **Records**

- (a) Subject to paragraph (b) below, the Servicer shall keep and maintain records, on a Loan by Loan basis on a Computer System where possible, for the purposes of identifying amounts paid by each Borrower, any amount due by a Borrower and the balance from time to time outstanding on a Borrower's account and such other records as are required by the Services Specification, provided that, at all times the Servicer shall identify separately all records and amounts, including:
 - (i) all moneys received or paid by the Servicer in respect of the Loans or otherwise on behalf of the Issuer into the relevant Collection Accounts or otherwise;
 - (ii) all Title Deeds to the extent held by the Servicer;
 - (iii) all Loan Files; and
 - (iv) any other records whatsoever, including information stored electronically, in respect of the Loans.
- (b) The Servicer shall provide Loan Files and other records in respect of the Loans and their Related Security to the Issuer or as it shall direct from time to time in the manner and at the times provided for in the Services Specification or as requested by the Issuer.

4.8 **Trust**

If the Servicer receives any money whatsoever arising from the Loans or any Related Security therefor (including from any contract of insurance), which money belongs to the Issuer or is to be paid to the Issuer but has not been deposited into the relevant Collection Account, it will hold such money on trust for the Issuer and shall forthwith upon its receipt thereof pay the same in accordance with Clause 4.4 (Sums Received in the Accounts) into the Deposit Account.

5. LIABILITY OF THE SERVICER AND ISSUER

5.1 Servicer not Liable

The Servicer and its directors, officers, employees or agents shall not be liable in respect of any liabilities or loss suffered or incurred, whether direct or consequential, by the Issuer as a result of:

- (a) any incomplete or inaccurate information on which it would be usual for a prudent person in the position of the Servicer to rely including information from the Issuer, the Borrowers, valuers, solicitors, mortgage lenders, employers and credit reference agencies;
- (b) any action properly taken by the Servicer at the request of the Issuer;
- (c) default in payment by any Borrower or other obligor under any Loan or its Related Security due to circumstances beyond the control of the Servicer;
- (d) any negligent or fraudulent act, error or omission of any surveyor, valuer, solicitor, broker, accountant or other professional or agent instructed by the Servicer on behalf of the Issuer if Clause 3.7(e) applies; or
- (e) any tax (or any interest or penalties with respect thereto or arising from a failure to pay tax) required to be paid by the Issuer,

except where such liabilities or losses are suffered or incurred as a result of any fraud, Gross Negligence or wilful default of the Servicer or its directors, officers, employees or agents. For the purposes of this Clause 5, **Gross Negligence** means any act or omission of the Servicer which falls below the level of care and skill that could reasonably be expected of a prudent party, in circumstances where that act, conduct or omission (as applicable) also shows a deliberate and/or manifestly careless or reckless disregard of potential consequences of such act or omission on the interests of another party and could reasonably be expected to cause significant prejudice to the interests of that other party.

5.2 Force Majeure

- (a) To the extent that the Servicer has, if applicable, complied with its obligations under Clause 3.1 (Duties/Standard of Servicer) and under paragraph (b) below and its covenant under Clause 19.3 (Covenants of Servicer), the Servicer shall not be liable to the Issuer in respect of failure from time to time to service the Loans and Related Security if the failure:
 - (i) arises from any computer or information technology system failure, breakdown or delay outside the control of the Servicer; or
 - (ii) is attributable to the occurrence of a Force Majeure Event.
- (b) If affected by any of the events set out in paragraph (a) above, the Servicer shall:
 - (i) provide the other parties to this Agreement with full written details of the nature and extent of the event in question;
 - (ii) use all reasonable endeavours to avoid or minimise the consequences of the event in question and carry out its obligations and duties in such other ways as may be reasonably practicable; and

- (iii) use its reasonable endeavours to resume performance of the suspended obligation and in the meantime must continue to perform the remainder of its obligations to the best of its ability.

5.3 Limit to Servicer's Liability

Notwithstanding anything contained in this Agreement, but subject to paragraph (b) below, the Servicer's liability in contract, tort (including negligence or breach of statutory or regulatory duty) or otherwise howsoever, and whatever the cause thereof, arising by reason of or in connection with this Agreement:

- (a) shall be limited to £1,500,000 (one million five hundred thousand pounds) in aggregate for so long as the Servicer is appointed under this Agreement; and
- (b) shall not include any claim for any increased costs and expenses, loss of profit, business, contracts, revenues or anticipated savings or for any special indirect or consequential damage of any nature whatsoever.

The Servicer's limitation of liability set out in this Clause 5.3 shall not apply in respect of any liability arising as a result of the fraud, wilful default or Gross Negligence of the Servicer.

5.4 Issuer's indemnity

The Issuer shall fully and continually indemnify the Servicer from and against any losses, Liabilities, claims, expenses (including, without limitation, any amounts in respect of Irrecoverable VAT in relation thereto) or damages which the Servicer sustains or incurs or which may be brought or established against the Servicer by any person including any Relevant Regulator and which in any case arise out of or in relation to or by reason of the Servicer providing the Services (including, for the avoidance of doubt, applying any applicable tariff of charges to any Borrower and/or Loan and the taking of any step in connection with any arrears/possession) except where the relevant losses, Liabilities, claims, expenses or damages arise by reason of the Servicer's fraud, wilful default or Gross Negligence (or that of its officers, directors or employees) in the performance of its obligations under this Agreement.

6. SERVICES NON-EXCLUSIVE

Nothing in this Agreement shall prevent the Servicer from rendering to others services similar to those provided for in this Agreement.

7. MORTGAGE RATE

7.1 Subject to the terms of the Mortgage Sale Agreement, the Legal Title Holder and the Issuer (as applicable) hereby grants the Servicer full right, liberty and authority from time to time, in accordance with the relevant Mortgage Conditions, to determine and set in relation to the Floating Rate Loans sold by the Seller to the Issuer, which have not at the relevant date of determination been repurchased by the Seller or the Legal Title Holder, the Floating Mortgage Rates provided that the interest due on the Floating Rate Loans is set by reference to LIBOR as determined in accordance with the relevant Mortgage Conditions.

7.2 The Servicer shall take the steps rendered necessary by the relevant Mortgage Conditions and applicable law (including the Guidance Note on Interest Variation Terms issued by the Office of Fair Trading in February 2000, the Statement of Good Practice on fairness of terms in consumer contracts issued by the FSA in May 2005 and any successor guideline or applicable additional guidelines) to bring each change in Floating Mortgage Rates to the attention of the relevant Borrowers. Any change in the Floating Mortgage Rates shall be notified by the Servicer in writing to the Issuer and

the Legal Title Holder as soon as reasonably practicable and the Servicer shall, as soon as reasonably practicable thereafter, notify the relevant Borrower of any changes in the Monthly Instalments in relation to the relevant Loans. The Servicer shall bear all costs arising in relation to such notification of a change in the Floating Mortgage Rates in relation to the relevant Loans.

8. CROSS-COLLATERAL MORTGAGE RIGHTS

8.1 The Legal Title Holder acknowledges to each of the other parties to this Agreement that the provisions of the Cross-collateral Mortgage Rights Deed entitle the Legal Title Holder to prevent any other Cross-collateral Party from exercising Cross-collateral Duplicate Rights in respect of any Mortgage (as defined in the Cross-collateral Mortgage Rights Deed) except in the circumstances and to the extent that such Cross-collateral Party is not prohibited by such provisions from exercising Cross-collateral Rights in respect of that Mortgage.

8.2 The Legal Title Holder covenants with the other parties to this Agreement that it will use its reasonable endeavours to prevent, and will not facilitate or otherwise permit, the enforcement of any Cross-collateral Rights by any other Cross-collateral Party in respect of any Mortgage (as defined in the Cross-collateral Mortgage Rights Deed) except in the circumstances and to the extent that such Cross-collateral Party is not prohibited by the provisions of the Cross-collateral Mortgage Rights Accession Deed from exercising Cross-collateral Rights in respect of that Mortgage.

9. FURTHER ADVANCES, PORTING AND PRODUCT SWITCHING

The Servicer undertakes with the Issuer and the Security Trustee that it shall not make any offer for a Further Advance, Port or Product Switch, or otherwise agree to any requested Further Advance, Port or Product Switch.

10. REDEMPTION OF MORTGAGES

10.1 Discharge

Upon repayment in full of all sums in relation to any Loan, the Servicer is hereby authorised by the Issuer, the Legal Title Holder and the Security Trustee to execute a receipt or discharge or relevant Land Registry Form DS1 for the Mortgage relevant to such Loan and any such other or further instrument or deed or satisfaction regarding such Mortgage and/or any other Related Security in respect of such Loan as it considers to be necessary or advisable, to implement an Electronic Notification of Discharge to the Land Registry and to release the relevant Title Deeds to the person or persons entitled thereto.

10.2 Entitlement

The Servicer undertakes that prior to any actual release by it of the relevant Title Deeds it will take appropriate steps to satisfy itself that the relevant Title Deeds are being released to the person or persons entitled thereto.

11. REPURCHASE OF LOANS AND THEIR RELATED SECURITY

11.1 Transfer or Assignment

(a) The Legal Title Holder shall inform the Servicer, the Issuer and the Security Trustee of any transfer or assignment of any Loan and its Related Security to the Seller or the Legal Title Holder pursuant to the terms of the Mortgage Sale Agreement at least four Business Days prior to the relevant transfer date (or such other date as may be agreed by the Issuer and the Legal Title Holder or Seller (as the case may be)).

- (b) If the Issuer is required to deliver a Loan Repurchase Notice to the Seller or the Legal Title Holder pursuant to the terms of the Mortgage Sale Agreement, the Servicer agrees to deliver such Loan Repurchase Notice on behalf of the Issuer in accordance with the terms of the Mortgage Sale Agreement.

11.2 Execution

In connection with any transfer or assignment referred to in Clause 11.1 (Transfer or Assignment), the Servicer shall:

- (a) execute all necessary documents (including all transfers and assignments) on behalf of the Issuer to effect such transfer; and
- (b) take all other necessary action in accordance with the provisions of the Services Specification to effect such transfer to the Seller or the Legal Title Holder in accordance with the terms of the Mortgage Sale Agreement.

11.3 Costs and Expenses

All reasonable costs, expenses and charges necessarily incurred (including any amounts representing Irrevocable VAT in respect thereof) by the Servicer in the performance of its obligations pursuant to Clause 11.2 (Execution) shall be for the account of the Issuer as referred to in Clause 13 (Costs and Expenses).

12. SERVICING FEES

12.1 Payment

- (a) In consideration for providing Services other than the items at Clause 19.3(n) (the **EMIR Services**), as to which see paragraph (e) below, being the cash management and incidental administration element of the Services and carrying out the duties and obligations set out in this Agreement, the Issuer shall pay to the Servicer a fee of up to an aggregate amount calculated on the basis of the number of days elapsed in each calendar month over a 365 day year (or over a 366 day year in a leap year), by applying a rate of 0.25 per cent. per annum on the aggregate Current Balance of the Loans (excluding any Enforced Loans) on the Collection Period Start Date at the start of the immediately preceding Collection Period (the **Base Fee**).
- (b) Any sum (or other consideration) payable (or provided) by the Issuer to the Servicer pursuant to this Agreement shall be deemed to be inclusive of VAT, if any, chargeable on any supply for which such sum (or other consideration) is the consideration (in whole or in part) for VAT purposes and Section 89 of VATA shall not apply to affect the amount of such sum (or other consideration) payable (or provided).
- (c) The Base Fee is payable quarterly in arrear on each Interest Payment Date in the manner contemplated by and in accordance with the Pre-Enforcement Revenue Priority of Payments or, as the case may be, the Post-Enforcement Priority of Payments.
- (d) For the avoidance of doubt, the Servicer shall also be entitled to the costs and expenses in accordance with Clause 13 (Costs and Expenses)
- (e) The Issuer and the Servicer hereby acknowledge and agree that no fee shall be payable by the Issuer to the Servicer in respect of the EMIR Services.

12.2 Effect of Termination

Upon termination of this Agreement, the Servicer shall be entitled to payment in respect of accrued but unpaid Base Fees up to the date of the termination of this Agreement save in circumstances where this Agreement has been terminated due to the inability of the Servicer to perform its duties pursuant to Clause 5.2 (Force Majeure) in which case the Base Fee shall cease to accrue on the date that the related services are no longer provided under this Agreement.

12.3 Fees Payable by Borrowers

For the avoidance of doubt, any administrative fees payable by the Borrowers in connection with their Loans shall be retained by the Servicer.

13. COSTS AND EXPENSES

13.1 VAT

Except as provided otherwise in this Agreement, any reference to fees and expenses (including out of pocket expenses) incurred by a person shall be deemed to include an amount representing Irrecoverable VAT in respect thereof.

13.2 Costs and Expenses

The Issuer will on each Interest Payment Date reimburse the Servicer for all reasonable out-of-pocket costs, expenses and charges (including any amounts representing Irrecoverable VAT in respect thereof) properly incurred by the Servicer in the performance of the Services (to the extent not reimbursed to the Servicer on any previous Interest Payment Date) in accordance with Clause 4.6(b).

The Servicer will use reasonable endeavours to recover from the relevant Borrowers all costs and expenses incurred by the Servicer which are properly recoverable from those Borrowers under the relevant Mortgage Conditions, in accordance with the standards of a Reasonable, Prudent Residential Mortgage Servicer.

14. INFORMATION

14.1 Access

The Servicer shall permit the Issuer, the Legal Title Holder and the Security Trustee, its duly authorised representatives and its auditors (external and internal) and its regulators during normal business hours and upon reasonable notice to have full access to all books of record and account relating to the administration of the Loans and their Related Security, the provision of the Services and related matters and shall permit such person or persons to conduct audits, due diligence or other reasonable inspections ancillary thereto or to prepare reports.

14.2 Further Information

- (a) Without prejudice to the provision of the Services and the Services Specification, the Servicer agrees with the Issuer that it shall prepare and deliver to the Issuer and the Legal Title Holder such further information and/or reports, whether in writing or otherwise, as the Issuer and/or the Legal Title Holder may reasonably request from time to time, upon reasonable prior notice of the information required and the form to be delivered, including, without prejudice to the generality of the foregoing, such information as the Issuer and/or the Legal Title Holder reasonably requests in order for it to comply with (i) any supervisory or regulatory requirement of the FCA or for (ii) the supervisory or

regulatory requirements of any other tax, supervisory or regulatory authority to which the Issuer and/or the Legal Title Holder is from time to time subject.

- (b) Notwithstanding the above, the Servicer will maintain the relevant books and records to enable it to provide, at any time (but no more than six times per calendar year), the reports specified in paragraph (a) above for a period of up to six years after the termination of this Agreement upon the Issuer or the Legal Title Holder providing written notice to the Servicer at least seven Business Days prior to the date upon which the report relates (the **Relevant Date**). The Servicer shall deliver such reports to the Issuer and/or the Legal Title Holder (as applicable) by the close of business on the second Business Day after the Relevant Date. Any further request by the Issuer and/or the Legal Title Holder to provide any such reports will be provided upon such prior notice, delivery time and subject to payment of an additional fee to be agreed by the Issuer (or following the delivery of an Enforcement Notice, the Security Trustee) and/or the Legal Title Holder (as applicable) and the Servicer at such time.

14.3 **Servicer Report and Loan File Information**

- (a) The Servicer shall, (in the case of any month in which an Interest Payment Date falls) on the 4th Business Day of each month or (in the case of any month in which no Interest Payment Date falls) on the 10th Business Day of each month, deliver to the Legal Title Holder, the Seller, the Cash Manager, the Issuer and the Security Trustee the Servicer Report substantially in the form set out in Schedule 3 (Servicer Report) hereto or such other form as agreed between the Issuer, the Servicer and the Cash Manager.
- (b) The Servicer shall, (in the case of any month in which an Interest Payment Date falls) on the 4th Business Day of each month or (in the case of any month in which no Interest Payment Date falls) on the 10th Business Day of each month, make available loan level data for the purposes of the Bank of England's Discount Window Facility on the Moody's Analytics website at <https://www.economy.com> or such other website as is agreed between the Servicer, the Cash Manager and the Issuer from time to time.
- (c) The Servicer shall quarterly following an Interest Payment Date and no later than the end of the calendar month in which the Interest Payment Date falls, submit to European DataWarehouse GmbH, or any other data repository accepted by the European Central Bank's Eurosystem, loan level data for the purposes of satisfying the Eurosystem's collateral eligibility requirements.
- (d) The Servicer shall, as soon as possible, inform the Cash Manager of any amounts to be paid to the Seller as a Third Party Amount.

14.4 **Reporting and information under the Securitisation Regulation**

- (a) The Issuer appoints the Servicer to perform all of the Issuer's obligations as the responsible entity pursuant to Article 7(2) of the Securitisation Regulation, the corresponding implementing measures from time to time, any official guidance in relation thereto and any replacement legislation in force and applicable to the Issuer from time to time in respect of any relevant Notes issued by the Issuer.
- (b) The Servicer shall:
 - (i) prepare and publish on the basis of information contained in the relevant Investor Report a quarterly investor report in respect of the relevant Collection Period, as required by and in accordance with Article 7(1)(e) of the Securitisation Regulation (the **SR Investor Report**) which shall be provided (i) as at the date of this Agreement and prior to the relevant technical standards being prepared under the Securitisation Regulation, contain at least the information set out in Annex VIII of the Delegated Regulation (EU) No 2015/3 as required

by Article 43(8) of the Securitisation Regulation and (ii) following the technical standards required under the Securitisation Regulation coming into effect (the **RTS Effective Date**), be provided in the manner required by such technical standards;

- (ii) prepare and publish on a quarterly basis certain loan-by-loan information in relation to the Portfolio in respect of the relevant Collection Period as required by and in accordance with Article 7(1)(a) of the Securitisation Regulation (the **SR Data Tape**) which shall be provided (i) as at the date of this Agreement and prior to the relevant technical standards being prepared under the Securitisation Regulation, in the form of the standardised template set out in Annex 1 of the Delegated Regulation (EU) No 2015/3 as required by Article 43(8) of the Securitisation Regulation and (ii) following the technical standards required under the Securitisation Regulation coming into effect, in the manner required by such technical standards;

The reports set out above shall be published on the European DataWarehouse website at <https://editor.eurodw.eu/home> (or such other website as may be available for such purpose and notified by the Servicer to the Issuer, the Cash Manager, the Security Trustee, the Note Trustee, each Rating Agency, the Noteholders and the Certificateholders from time to time), being a website which conforms with the requirements set out in Article 7(2) of the Securitisation Regulation and each such report shall be made available no later than one month following Interest Payment Date following the Calculation Period to which it relates.

(c) The Servicer shall:

- (i) publish on the European DataWarehouse website at <https://editor.eurodw.eu/home> (or such other website as may be available for such purpose and notified by the Servicer to the Issuer, the Cash Manager, the Security Trustee, the Note Trustee, each Rating Agency, the Noteholders and the Certificateholders from time to time) any information required to be reported pursuant to Article 7(1)(g) of the Securitisation Regulation without delay. Such information will also be made available, on request, to potential Noteholders; and
- (ii) within 5 Business Days of the issuance of the Notes, make available on the European DataWarehouse website at <https://editor.eurodw.eu/home> (or such other website as may be available for such purpose and notified by the Servicer to the Issuer, the Cash Manager, the Security Trustee, the Note Trustee, each Rating Agency, the Noteholders and the Certificateholders from time to time), copies of the Transaction Documents and the Prospectus.

The Servicer shall make the information referred to in this Clause 14.4 available to the holders of any of the Notes, relevant competent authorities and, upon request, to potential investors in the Notes.

14.5 The Issuer and the Servicer may agree in writing the form, content, method of distribution and frequency of the reporting contemplated under this Agreement to ensure compliance with the requirements of Article 7 of the Securitisation Regulation.

14.6 Following the RTS Effective Date, the Issuer, the Servicer and the Cash Manager (if required) shall (i) consult in good faith regarding the reporting contemplated under Article 7 of the Securitisation Regulation and (ii) may agree in writing any changes to the form, content, method of distribution and frequency of the Investor Report, SR Investor Report and the SR Data Tape to ensure compliance with the requirements of Article 7 of the Securitisation Regulation. If any changes are agreed, the Issuer, the Servicer and the Cash Manager may enter into any amendment agreement to this Agreement and/or the Cash Management Agreement, as the case may be.

14.7 The Servicer undertakes to use reasonable endeavours to assist the Issuer in complying with the Securitisation Regulation.

15. LOAN FILES AND TITLE DEEDS

15.1 Security Interest

The Servicer acknowledges that any Loan Files and Title Deeds in its possession or held to its order from time to time for whatever reason are held to the order of the Issuer and the Security Trustee or, (following the delivery of an Enforcement Notice) as the Security Trustee shall otherwise direct and the Servicer irrevocably waives any rights or lien or other Security Interest which it might have herein or to which it might at any time be entitled. In the event of an inconsistency between any instructions relating to the Loan Files and Title Deed of the Issuer and any instructions relating to the Loan Files and Title Deed of the Security Trustee, the instructions of the Security Trustee shall prevail to the extent of the inconsistency.

15.2 Delivery of documents

Each of the Issuer and the Security Trustee agrees and acknowledges that:

- (a) it will not request the Servicer to deliver up the Loan Files and/or Title Deeds in its possession relating to the Loans and their Related Security except:
 - (i) following the termination of the appointment of the Servicer;
 - (ii) where required pursuant to any legal requirement or the requirement of any tax, supervisory or regulatory body to which the Issuer or the Security Trustee (as applicable) is subject to from time to time; or
 - (iii) upon the Security Trustee providing the Servicer with ten Business Days prior written notice,

and in each case, the Issuer agrees to pay the reasonable costs incurred by the Servicer in connection with such delivery; and

- (b) the Servicer shall not be in breach of its obligations under this Agreement to the extent that the Servicer is unable to perform the relevant obligations solely by virtue of the fact that the Servicer has complied with a request from the Issuer or the Security Trustee to deliver up any documents to the Issuer or the Security Trustee or any other person in circumstances where the Servicer requires such documents, deeds or instruments in order to perform the relevant obligations provided that the Servicer has used all reasonable endeavours to retrieve such documents and notifies the Issuer or the Security Trustee (as applicable) that it requires such documents in order to perform the relevant obligations. If these circumstances apply, the Servicer shall deliver copies of the relevant documents to the Issuer and/or the Security Trustee (as applicable) when possible.

16. INSURANCE

16.1 Administration

The Servicer will administer, to the standards of a Reasonable, Prudent Residential Mortgage Servicer, the arrangements for any insurance to which the Issuer is a party or in which it has an interest and which relate to the Loans.

16.2 **Buildings Insurance**

- (a) On the date of each Loan and subsequently as required to ensure compliance with any contingency insurance, the Servicer will use reasonable endeavours to ensure that the Property which is the subject of that Loan is insured under a comprehensive insurance policy of the type a Reasonable, Prudent Residential Mortgage Servicer would expect to be in place against all risks usually covered by such a comprehensive insurance policy with such reasonable level of excess for the relevant Property (or if more than one the aggregate of all such Properties) to its full reinstatement value.
- (b) The Servicer shall maintain Failure to Insure Cover.

16.3 **Avoidance or Termination**

The Servicer shall not knowingly take any action or omit to take any action which would result in the avoidance or termination of any applicable Third Party Buildings Policy or would reduce the amount payable on any claim thereunder. The Servicer shall use reasonable endeavours to keep in full force and effect each Third Party Buildings Policy (or another policy providing equivalent cover) in relation to any Loan and associated Property to which it applies other than assuming any liability for the premium thereon.

16.4 **Required Action**

The Servicer shall take such action in relation to the Third Party Buildings Policies as would a Reasonable, Prudent Residential Mortgage Servicer and pay premiums due and payable under any applicable Third Party Buildings Policy in order that the cover provided by such Third Party Buildings Policy shall not lapse. Any costs incurred by the Servicer shall be paid by the Issuer in accordance with Clause 13 (Costs and Expenses).

16.5 **Notice of no Insurance**

Upon either:

- (a) the receipt of notice that any Property is not insured against fire and other perils (including subsidence) under a householder's comprehensive insurance policy or similar policy in accordance with the terms of the related Loan; or
- (b) the relevant Borrower not supplying sufficient information in response to the Servicer's requests to allow the Servicer to comply with Clause 16.2 (Buildings Insurance),

then the Servicer will arrange Lender Interest Only Cover in accordance with the terms of such Loan and add any costs properly incurred in relation thereto to money outstanding under the relevant Loan.

16.6 **Block Insurance Policies**

The Servicer will on behalf of the Issuer and the Legal Title Holder maintain the Block Insurance Policies in the name of the Legal Title Holder. The Issuer shall reimburse the Servicer for the pro rata share of the costs of any Block Insurance Policies to the extent such Block Insurance Policy relates to the Loans.

17. DATA PROTECTION

Compliance with Data Protection Laws

17.1 Compliance with Data Protection Laws

Subject to the remaining provisions of this Clause 17:

- (a) each Controller Party shall, and the Servicer shall make all reasonable efforts to ensure that each of its subcontractors shall, comply with Data Protection Laws in connection with this Agreement; and
- (b) the Servicer shall promptly assist each other Controller Party to enable it to comply with its obligations under Data Protection Laws.

17.2 Independent Controllers

- (a) For the purposes of compliance with Data Protection Laws, each Controller Party is an independent Data Controller and, independently of the other Controller Parties, determines the purposes for which and the manner in which the Relevant Personal Data is, or is to be, processed.
- (b) The Servicer shall, to the extent permitted by Data Protection Laws, deal promptly and in good faith with all reasonable and relevant enquiries from any other Controller Party relating to its processing of the Relevant Personal Data.

17.3 Notification to Borrowers

- (a) Notwithstanding Clause 17.1(a), the Servicer shall provide fair processing information, on behalf of itself and the Seller to all Data Subjects whose Relevant Personal Data is processed in the performance of the Services or the performance of the Servicer's other obligations under this Agreement.
- (b) Following the occurrence of a Servicer Termination Event or a Perfection Event (as applicable), the Servicer shall issue fair processing information to all Data Subjects whose Relevant Personal Data is processed in the performance of the Services, identifying each of the Issuer and the Security Trustee as a Data Controller, as the Issuer and/or the Security Trustee reasonably requests.

17.4 Employees

Each Controller Party shall ensure that the Relevant Personal Data shall only be accessible to its personnel to the extent necessary to properly perform its duties in relation to the processing of Relevant Personal Data under this Agreement, who are informed of its confidential nature and the security procedures relating to it, and who are subject to a contractual or statutory obligation to maintain its confidentiality.

17.5 Rights of data subjects

- (a) Subject to paragraph (c) below, if a Data Subject makes a written request to any Controller Party other than the Servicer to exercise any of his or her rights to access, rectification, erasure, restriction or object to processing of the Relevant Personal Data, or to data portability, that Controller Party shall promptly forward the request to the Servicer.
- (b) If, following the occurrence of a Servicer Termination Event or a Perfection Event (as applicable), the Security Trustee receives a written request from a Data Subject to exercise any of his or her

rights to access, rectification, erasure, restriction or object to processing of the Relevant Personal Data, the Security Trustee shall:

- (i) if that request relates to its own processing of the Relevant Personal Data, provide a response on its own behalf; and
 - (ii) if that request relates to the Servicer's processing of the Relevant Personal Data, forward that response to the Servicer, which shall deal with that request.
- (c) The Servicer (or the Security Trustee under paragraph (b) above) shall take all necessary action in good faith to respond to any request from a Data Subject received by it under this Clause 17.5 in accordance with applicable deadlines and information requirements under Data Protection Laws, on behalf of itself and each other Controller Party (as applicable).

17.6 Purpose limitation

Each Controller Party shall only process Relevant Personal Data for the purposes of servicing and managing the Loans and their Related Security, performing its obligations and exercising its rights under this Agreement and, subject to Applicable Law, any purposes (including any internal modelling purposes) which are outlined in the fair processing information provided by the Servicer under Clause 17.3 (Notification to Borrowers).

17.7 Security Measures

Without prejudice to the terms of this Agreement, each Controller Party shall implement appropriate technical, physical and organisational security measures to protect the Relevant Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, and against all other forms of unlawful processing, including but not limited to, collection or further processing.

17.8 Communicating with Data Protection Authorities

- (a) Each other Controller Party shall, to the extent permitted by Applicable Laws, notify the Servicer of any complaint, notice or communication from a Data Protection Authority which relates directly or indirectly to a Controller Party's: (i) processing of the Relevant Personal Data; or (ii) a potential failure to comply with Data Protection Laws in relation to the Relevant Personal Data.
- (b) The Servicer shall take all action to address the issues raised in any complaint, notice or communication from a Data Protection Authority promptly upon receipt.

17.9 Disclosure of Personal Data

Each Controller Party shall not disclose Relevant Personal Data to third parties other than:

- (a) in connection with the purposes described in Clause 17.6 (Purpose limitation);
- (b) to its employees, agents and subcontractors who are engaged in the processing of the Relevant Personal Data; or
- (c) pursuant to Applicable Laws or where required by a Data Protection Authority;

and in the case of paragraph (c) above, each Controller Party shall, to the extent permitted by Applicable Laws, give each other Controller Party written notice of any requirement to disclose, promptly after becoming aware of that requirement.

17.10 Personal Data Breach

Upon becoming aware of:

- (a) a Personal Data Breach which it considers reportable to the UK Information Commissioner's Office or any other Data Protection Authority;
- (b) any breach of this Clause 17;
- (c) any breach by it of Data Protection Laws (including any enforcement proceeding against it or any notification of any Personal Data Breach to a Data Protection Authority under Data Protection Laws),

in each case in relation to its processing of Relevant Personal Data pursuant to this Clause 17, each Controller Party shall:

- (i) promptly take adequate remedial measures;
- (ii) gather information, carry out a risk assessment and take all reasonable steps to mitigate any adverse effects of any such breach; and
- (iii) (save in the case of the Security Trustee except in relation to its own gross negligence, wilful default or fraud) bear all its own costs and expenses incurred as a result of any action and steps undertaken pursuant to this Clause 17.10, including any requirement to notify the breach to a Data Protection Authority and to communicate the breach to Data Subjects.

Following a Servicer Termination Event or a Perfection Event (as applicable), upon the occurrence of any of the events listed at paragraphs (a) to (c) above, the relevant Controller Party shall inform each other Controller Party promptly of the occurrence of that event.

17.11 For the purposes of this Clause 17:

Controller Party means the each of the Servicer, the Seller and, to the extent it processes any Personal Data upon the occurrence of a Servicer Termination Event or a Perfection Event (as applicable), the Issuer and the Security Trustee;

Data Protection Authority means each person having regulatory or supervisory authority over the processing of Personal Data in connection with this Agreement, as applicable;

Relevant Personal Data means any information of whatever nature satisfying the definition of "personal data" in the Data Protection Laws processed in the performance of the Services; and

any terms that are used but are not defined in this Agreement or the Master Definitions and Construction Schedule shall be given their meaning under applicable Data Protection Laws, including (without limitation) **Data Controller**, **Personal Data Breach**, **Data Subject** and **processed** (and its variants).

18. CONSUMER CREDIT ACTIVITIES

The Servicer and the Legal Title Holder represent that as at the date hereof each has obtained, and that hereafter will maintain, all appropriate authorisations, permissions, interim permissions and authorities (if any) required under the FSMA to carry on relevant consumer credit activities in England and Wales to enable it to perform its obligations under this Agreement.

19. WARRANTIES AND COVENANTS

19.1 Warranties of Servicer

The Servicer hereby warrants for the benefit of the Issuer that in connection with this Agreement:

- (a) it is a private limited company duly incorporated, validly existing and registered under the laws of England with power, capacity and authority to enter into this Agreement and to exercise its rights and perform its obligations under this Agreement and all corporate and other action required to authorise the execution of this Agreement and its performance of its obligations under this Agreement has been duly taken;
- (b) the obligations expressed to be assumed by it in this Agreement are legal and valid obligations binding on it in accordance with the terms of this Agreement if the obligations expressed to be assumed by the other party in this Agreement are legal and valid obligations binding on it in accordance with the terms of this Agreement and enforceable in accordance with its terms; and
- (c) it has not taken any corporate action nor to its knowledge have any other steps been taken or legal proceedings been started against it for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator or administrative receiver of it or of any or all of its assets or revenues.

19.2 Warranties of Issuer

The Issuer hereby warrants for the benefit of the Servicer that:

- (a) it is a public limited company duly incorporated, validly existing and registered under the laws of England with power, capacity and authority to enter into this Agreement and to exercise its rights and perform its obligations under this Agreement and all corporate and other action required to authorise the execution of this Agreement and its performance of its obligations under this Agreement has been duly taken;
- (b) the obligations expressed to be assumed by it in this Agreement are legal and valid obligations binding on it in accordance with the terms of this Agreement if the obligations expressed to be assumed by the other party in this Agreement are legal and valid obligations binding on it in accordance with the terms of this Agreement and enforceable in accordance with its terms; and
- (c) it has not taken any corporate action nor to its knowledge have any other steps been taken or legal proceedings been started against it for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator or administrative receiver of it or of any or all of its assets or revenues.

19.3 Covenants of Servicer

The Servicer hereby covenants with and undertakes to the Issuer (without prejudice to any of its specific obligations under this Agreement) that:

- (a) it will service the Loans and their Related Security sold by the Seller to the Issuer as if the same had not been sold to the Issuer but had remained with the Seller in accordance with the Servicer's servicing, arrears and enforcement policies and procedures applicable to the Seller's loans from time to time as they apply to those Loans;

- (b) it will give such time and attention and exercise such skill, care and diligence in the performance of the Services and the other obligations contained in this Agreement and will provide those Services and perform such other obligations to the same standard as a Reasonable, Prudent Residential Mortgage Servicer;
- (c) it will comply with any proper orders and instructions which the Issuer may from time to time give to it in accordance with the provisions of this Agreement;
- (d) as at the date of this Agreement it has and it will keep in force all approvals, authorisations, permissions, consents and licences required in order properly to service the Loans and their Related Security and to perform or comply with its obligations under this Agreement, and to prepare and submit all necessary applications and requests for any further approvals, authorisations, permissions, registrations, consents and licences required in connection with the performance of the Services under this Agreement and in particular any necessary notifications or any fees under the Data Protection Laws and any authorisation and permissions under the FSMA;
- (e) it will not knowingly fail to comply with any applicable legal and regulatory requirements in the performance of the Services;
- (f) it will notify the Issuer upon becoming aware of any legal proceedings being taken against it or of any judgment or decree being given against it in any proceedings, which would, in each case materially and adversely affect its ability to perform its obligations under this Agreement;
- (g) it will make all payments required under this Agreement to be made by it on the due date for payment in Sterling (or as otherwise required under the Transaction Documents) in immediately available funds for value on such day without any set-off (including in respect of fees owed to the Servicer) except any deductions required by law (or as expressly permitted under this Agreement);
- (h) it will service the Loans and their Related Security with due and proper regard to the principles and procedures set out in this Agreement and the Services Specification;
- (i) in servicing the Loans and their Related Security it will maintain such back up Computer Systems as would a Reasonable, Prudent Residential Mortgage Servicer (and the Servicer agrees to supply the Issuer and the Legal Title Holder with details of its back up facilities and disaster recovery contingency plans when reasonably requested by the Issuer or the Legal Title Holder (as applicable));
- (j) it will notify the Issuer, the Security Trustee and the Legal Title Holder within 14 days of any notification by the auditors (internal or external) of the Servicer of any developments at the Servicer which will have a material adverse effect on the Servicer's ability to perform its obligations under this Agreement and the steps, if any, to be (or required to be) taken to remedy any such event;
- (k) it will not without the prior written consent of the Security Trustee amend or terminate any of the Transaction Documents save in accordance with their terms;
- (l) it will deliver to the Issuer, the Security Trustee, the Back-Up Servicer Facilitator and the Legal Title Holder as soon as reasonably practicable but in any event within five Business Days of becoming aware thereof a notice of any Servicer Termination Event (as defined below) or any event which with the giving of notice or lapse of time or certification would constitute the same; and

- (m) it will make any determinations required to be made by the Issuer under the Swap Agreement and will notify the Cash Manager and the Swap Provider upon making such determinations;
- (n) it will, on behalf of the Issuer:
 - (i) perform any Portfolio Reconciliation Risk Mitigation Techniques (as such term is defined in the PDD Protocol (as defined in the Swap Agreement)) as may be required in accordance with the requirements of EMIR; and
 - (ii) perform any Dispute Resolution Risk Mitigation Techniques (as such term is defined in the PDD Protocol (as defined in the Swap Agreement)) as may be required in accordance with the requirements of article 11(1) of EMIR and the terms of the Swap Agreement and any other relevant swap transaction.

20. REGULATION

The Issuer acknowledges that the Servicer has an overriding obligation to ensure Borrowers in arrears are treated fairly and in accordance with all applicable laws, regulations and regulatory guidance and that such obligation will take precedence ahead of any other obligation of it under this Agreement. The Servicer shall not be liable to the Issuer for any performance or non-performance of the Services to the extent that the Servicer is seeking to meet its overriding obligations to ensure Borrowers are treated fairly and/or in accordance with applicable law, regulation or regulatory guidance.

Notwithstanding any other provision of this Agreement, the Servicer will be under no obligation to carry out any of the Services nor act upon any other decisions or instructions given by the Issuer at any time if and to the extent that the actions of the Servicer would, or would be likely to:

- (a) have an adverse effect on the legal authorisations of the Servicer and/or the Legal Title Holder;
- (b) have an adverse effect on the Servicer's and/or the Legal Title Holder's relationship with the FCA;
- (c) contravene the obligations of the Servicer and/or the Legal Title Holder under any laws and regulations; or
- (d) adversely affect the Servicer's rating as a servicer with any of the Rating Agencies (to the extent that it is rated by any of those Rating Agencies at such time).

21. TERMINATION

21.1 Servicer Termination Events

Subject to the prior written consent of the Security Trustee, the Issuer may, by notice in writing to the Servicer (with a copy to the Security Trustee and the Back-Up Servicer Facilitator), terminate the Servicer's appointment under this Agreement if any of the following events (each a **Servicer Termination Event**) occurs and is continuing:

- (a) the Servicer defaults in the payment on the due date of any payment due and payable by it under this Agreement and such default continues unremedied for a period of 30 Business Days after:

- (i) where the failure to pay has arisen other than as a result of a Disruption Event, upon the earlier of the Servicer becoming aware of such default and the receipt by the Servicer of written notice from the Issuer or (after the delivery of an Enforcement Notice) the Security Trustee, as the case may be, (with a copy to the Back-Up Servicer Facilitator) requiring the same to be remedied; or
 - (ii) where the failure to pay has arisen as a result of a Disruption Event, the cessation of the Disruption Event or, if earlier, 60 Business Days following the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Issuer or (after the delivery of an Enforcement Notice) the Security Trustee, as the case may be, (with a copy to the Back-Up Servicer Facilitator) requiring the same to be remedied;
- (b) the Servicer defaults in the performance or observance of any of its other covenants and obligations under this Agreement, which failure in the reasonable opinion of the Issuer (prior to the delivery of an Enforcement Notice) or the opinion of the Security Trustee (after the delivery of an Enforcement Notice) is materially prejudicial to the interests of the Noteholders, and the Servicer does not remedy that failure within 30 Business Days after the earlier of the Servicer becoming aware of the failure or of receipt by the Servicer of written notice from the Issuer or (after the delivery of an Enforcement Notice) the Security Trustee, as the case may be, (with a copy to the Back-Up Servicer Facilitator) requiring the Servicer's non-compliance to be remedied;
 - (c) an Insolvency Event occurs in relation to the Servicer; or
 - (d) it becomes unlawful in any applicable jurisdiction for the Servicer to perform any of its obligations as contemplated by this Agreement provided that this does not result or arise from compliance by the Servicer with any instruction from the Issuer or the Security Trustee,

then the Issuer (subject to the prior written consent of the Security Trustee) may at once or at any time thereafter while such default continues by notice in writing to the Servicer (with a copy to the Security Trustee and the Back-Up Servicer Facilitator) terminate its appointment as Servicer under this Agreement with effect from a date (not earlier than the date of the notice) specified in the notice. In determining whether to provide or withhold consent to the termination of the Servicer by the Issuer, the Security Trustee shall have regard to factors it deems to be relevant (including for this purpose, the availability of a substitute servicer and the effect (including any potential regulatory implications) on the Issuer of not having a servicer in place at any time). Upon the termination of the Servicer as servicer under this Agreement, the Issuer shall use its reasonable endeavours to appoint a substitute servicer that satisfies the conditions set forth in Clause 21.2 (Voluntary Resignation).

21.2 Voluntary Resignation

The Servicer may voluntarily resign by giving not less than three months' written notice to the Security Trustee, the Issuer and the Back-Up Servicer Facilitator (or such shorter time as may be agreed between the Servicer, the Issuer, the Security Trustee and the Back-Up Servicer Facilitator), provided that:

- (a) a substitute servicer shall be appointed, such appointment to be effective not later than the date of such termination;

- (b) such substitute servicer is qualified to act as such under the FSMA and has the requisite experience of servicing residential mortgage loans in the United Kingdom and is approved by the Issuer and the Security Trustee;
- (c) such substitute servicer enters into a servicing agreement with the Issuer on terms commercially acceptable in the market, pursuant to which the substitute servicer agrees to assume and perform all the material duties and obligations of the Servicer under this Agreement; and
- (d) (if Notes remain outstanding) the then current ratings of the Notes are not adversely affected as a result thereof, unless the Security Trustee or the Noteholders (the Noteholders acting by way of an Extraordinary Resolution) otherwise agree.

21.3 Scheduled termination of the appointment of the Servicer

The appointment of the Servicer, unless previously terminated in accordance with Clause 21.1 (Servicer Termination Events) or Clause 21.2 (Voluntary Resignation), as the case may be, shall terminate with immediate effect on the date on which the Issuer has no further interest in any Loan or Related Security and all Secured Obligations have been irrevocably discharged in full.

21.4 Delivery of Documents and Records

In accordance with Clause 15.2 (Delivery of documents), if the appointment of the Servicer is terminated or the Servicer resigns, the Servicer must deliver to the Issuer or the Security Trustee (or as the Issuer or the Security Trustee shall direct in writing and, in the event of a conflict between directions from the Issuer and directions from the Security Trustee, the directions from the Security Trustee shall prevail) the Title Deeds and Loan Files relating to the Loans in the possession of the Servicer and other documents relating to the Loans and their Related Security.

21.5 Post Termination

When the appointment of the Servicer terminates, the Servicer shall: forthwith deliver (and in the meantime hold on trust for, and to the order of, the Issuer and the Security Trustee or, following the delivery of an Enforcement Notice, as the Security Trustee shall otherwise direct) to the Issuer or the Security Trustee (or as the Issuer or the Security Trustee shall direct in writing and, in the event of a conflict between directions from the Issuer and directions from the Security Trustee, the directions from the Security Trustee shall prevail): (a) all Loan Files, Title Deeds, insurance policies, books of account, papers, records, registers, correspondence and documents in its possession or under its control relating to the affairs of or belonging to the Issuer or the Loans and their Related Security (whether the same are in machine readable or hard copy form), any moneys then held by the Servicer on behalf of the Issuer and/or the Security Trustee and any other assets of the Issuer and/or the Security Trustee and shall take such further action in relation thereto as the Issuer or the Security Trustee may reasonably direct (and in the event of a conflict between directions from the Issuer and directions from the Security Trustee, the directions of the Security Trustee shall prevail), and (b) all relevant information contained on computer records in the form of magnetic tape, together with details of the layout of the files encoded on such magnetic tapes, in common industry format or other agreed format to enable the Issuer or such other party on its behalf to continue to service the Loans and their Related Security. The Servicer shall co-operate with and provide every assistance to the Issuer or its nominee for the purposes of provision of data, explaining the file layouts and the format of the magnetic tapes, or other agreed format, generally.

21.6 **Transfer of Servicing**

The Issuer and the Servicer acknowledge that (a) following the delivery of a notice of resignation by the Servicer pursuant to Clause 21.2 (Voluntary Resignation) but prior to the resignation of the Servicer being effected or (b) following the termination of the appointment of the Servicer pursuant to Clause 21.1 (Servicer Termination Events), the Issuer (with the assistance of the Back-Up Servicer Facilitator) will appoint a substitute servicer. The Security Trustee will have regard to the interests of the Noteholders in determining whether to consent to the termination of the appointment of the Servicer or the appointment of a substitute servicer. The Servicer undertakes that it will co-ordinate with the Issuer, the Back-Up Servicer Facilitator and any substitute servicer and use all reasonable endeavours to ensure that they have access to the Servicer's Computer Systems and data files to enable the Issuer or the substitute servicer to carry out its appointment as Servicer of the Loans and the Related Security and the Servicer will, if so requested by the Issuer in writing, continue to provide any necessary services until completion of the transfer or for six months after termination whichever is the lesser period. For clarity, the Issuer and the Servicer agree that the Servicer shall be paid its usual fees and reasonable out of pocket expenses in respect of such services during this transfer period.

21.7 Neither the Note Trustee nor the Security Trustee is obliged to act as servicer in any circumstances.

22. **BACK-UP SERVICER FACILITATOR**

- (a) With effect from the Closing Date until termination of the appointment of the Servicer pursuant to Clause 21 (Termination), the Issuer hereby appoints the Back-Up Servicer Facilitator in accordance with this Agreement to be the Issuer's agent to provide certain services as set out in paragraph (d) below (if required) in relation to the facilitation of a substitute servicer.
- (b) The Back-Up Servicer Facilitator hereby accepts the appointment by the Issuer under paragraph (a) above subject to the terms and conditions of this Agreement.
- (c) The Security Trustee consents to the appointment of the Back-Up Servicer Facilitator on the terms of and subject to the conditions of this Agreement.
- (d) If the Servicer's appointment is terminated in accordance with Clause 21 (Termination), the Back-Up Servicer Facilitator shall use best efforts to identify, on behalf of the Issuer, and assist the Issuer in the appoint of a suitable substitute servicer in accordance with the terms of this Agreement.
- (e) The Issuer shall pay to the Back-Up Servicer Facilitator in consideration for its assumption of such role and for any services provided by it pursuant to this Agreement, a fee (the **Back-Up Servicer Facilitator Fee**) (which shall be inclusive of any VAT), as specified in the Back-Up Servicer Facilitator Fee Letter, which shall comprise:
 - (i) an annual fee; and
 - (ii) if the Back-Up Servicer Facilitator is required to take action pursuant to this Agreement, all out-of-pocket charges and all properly incurred costs and reasonable expenses of the Back-Up Servicer Facilitator (which shall include legal fees and fees to be charged by the Back-Up Servicer Facilitator based on its then prevailing hourly rates) incurred in connection with such action (including any amounts representing Irrecoverable VAT in respect thereof),

and shall be paid to the Back-Up Servicer Facilitator semi-annually in advance on each relevant Interest Payment Date in the manner contemplated by and in accordance with the Pre-Enforcement Revenue Priority of Payments or, as the case may be, the Post-Enforcement Priority of Payments.

23. LIMITED RECOURSE/NON-PETITION

23.1 Non Petition

- (a) Each party to this Agreement hereby agrees that it will be bound by Clause 22.1 (Non-Petition in relation to the Issuer) of the Deed of Charge.
- (b) This Clause 23.1 shall survive the termination of this Agreement.

23.2 Limited Recourse

- (a) The parties to this Agreement hereby acknowledge and agree that all obligations of the Issuer to the parties to this Agreement in respect of amounts owing to the parties pursuant to this Agreement are subject to the terms of Clause 22.2 (Limited Recourse) of the Deed of Charge.
- (b) This Clause 23.2 shall survive the termination of this Agreement.

24. FURTHER ASSURANCES

- (a) Each of the Issuer, the Servicer, the Seller and the Legal Title Holder agrees that it will co-operate fully to do all such further acts and things and execute any further documents as may be necessary or desirable in order to give full effect to the arrangements contemplated by this Agreement and for enforcing all powers, authorities and discretions hereby or by law conferred on the Servicer.
- (b) Prior to the delivery of an Enforcement Notice, in the event that the funds available to the Issuer for such purpose in accordance with the applicable Priority of Payments on any Interest Payment Date in accordance with such Priority of Payments, are not sufficient to satisfy in full the aggregate amount payable to the Servicer by the Issuer on such Interest Payment Date, then the amount to be paid to the Servicer on such Interest Payment Date shall be reduced by the amount of the shortfall and such shortfall shall (subject always to the provisions of this paragraph (b)) be payable on the immediately succeeding Interest Payment Date in accordance with the relevant Priorities of Payments.
- (c) Each of the Seller, the Legal Title Holder and the Servicer agrees that it will not:
 - (i) set off or purport to set off any amount which the Issuer is or will become obliged to pay to it under any of the Transaction Documents against any amount from time to time standing to the credit of, or to be credited to, the Collection Accounts or any other account prior to transfer to the Collection Accounts or any other account, as appropriate; or
 - (ii) make or exercise any claims or demands, any rights of counterclaim or any other equities against, or withhold payment of, any and all sums of money which may at any time and from time to time be standing to the credit of the Collection Accounts or any other account.
- (d) Notwithstanding any other provisions of this Agreement, all obligations to, and rights of, the Issuer under or in connection with this Agreement (other than its obligations under Clauses 14.2(b) and 23 (Limited Recourse/Non-Petition)) shall automatically terminate upon the discharge in full of all amounts owing by it under the Transaction Documents, provided that this shall be without prejudice to any claims in respect of such obligations and rights arising on or prior to such date.

25. NO PARTNERSHIP

It is hereby acknowledged and agreed by the parties that nothing in this Agreement shall be construed as giving rise to any partnership between any of the parties.

26. PAYMENTS

- 26.1 All payments to be made pursuant to this Agreement shall be made in Sterling (unless otherwise required under the Transaction Documents) in immediately available funds and shall be deemed to be made when they are received by the payee. The payer of any such payments shall procure the remittance of all sums by telegraphic transfer to such accounts as the payee shall specify in writing at least two Business Days prior to the date of such payment.
- 26.2 If any payment is not made on the due date (being the date of demand) such payment shall carry interest from the due date of payment until actual payment at the rate of 2% per annum above LIBOR.

27. NOTICES

27.1 In writing

All notices and other communications to be made under or in respect of this Agreement must be in writing and, unless otherwise stated, may be given in person, by post or by fax and shall be sent to each relevant party using the contact details set out in Schedule 1 (Notices) of the Master Definitions and Construction Schedule. Unless it is agreed to the contrary, any consent or agreement required under this Agreement must be given in writing.

27.2 Changes

Any party to this Agreement may change its contact details by giving five Business Days' notice to the other parties.

27.3 Effectiveness

Any notice or communication given under this Clause 27 but received on a day which is not a Business Day or after 5 p.m. in the place of receipt will only be deemed to be given on the next Business Day in that place. Any notices to be given pursuant to this Agreement to any of the parties hereto shall be sufficiently served if sent by prepaid first class post, by hand or facsimile transmission and shall be deemed to be given (in the case of facsimile transmission) when despatched, (where delivered by hand) on the day of delivery if delivered before 5 p.m. on a Business Day or on the next Business Day if delivered thereafter or on a day which is not a Business Day or (in the case of first class post) when it would be received in the ordinary course of the post.

27.4 Disclosure to the Rating Agencies

The Servicer shall, as soon as practicable following receipt of a request in writing from any of the Rating Agencies, provide such Rating Agency with a copy of any notice, written information or report sent or made available by the Servicer to the Secured Creditors except to the extent that such notice, information or report contains information which is confidential to third parties or which the Servicer is otherwise prohibited from disclosing to such Rating Agency.

28. LANGUAGE

- (a) Any notice given in connection with this Agreement must be in English.
- (b) Any other document provided in connection with this Agreement must be:
- (i) in English; or

- (ii) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

29. ASSIGNMENT

Subject as provided in or contemplated by Clause 21 (Termination):

- (a) the Servicer may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Issuer and the Security Trustee; and
- (b) the Issuer may not assign or transfer any of its rights or obligations hereunder (other than by way of security pursuant to the Deed of Charge) without the prior written consent of the Servicer and the Security Trustee.

30. AMENDMENTS

Subject to Clauses 3.10 (Notice and Acknowledgement) and 25.7 (Modification to the Transaction Documents) of the Deed of Charge, any amendment, modification or variation to this Agreement may only be made with the prior written consent of each party to this Agreement.

31. WAIVER

No waiver of this Agreement or any provision(s) of this Agreement shall be effective unless it is in writing and executed by (or by some person duly authorised by) each of the parties hereto. No single or partial exercise of, or failure or delay in exercising, any right under this Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.

32. CONFIDENTIALITY AND ANNOUNCEMENTS

32.1 Confidentiality of information

Each party to this Agreement agrees that during the term of this Agreement and thereafter it shall keep confidential and it shall not disclose to any person whatsoever, any information relating to the business, finances or other matters of a confidential nature of any other party hereto of which it may have obtained as a result of the execution of this Agreement or of which it may otherwise have come into the possession of as a result of the performance of its obligations in respect of the Transaction.

32.2 Disapplication of confidentiality provisions

The parties to this Agreement shall use all reasonable endeavours to prevent any such disclosure referred to in Clause 32.1 (Confidentiality of information), provided that Clause 32.1 (Confidentiality of information) shall not apply:

- (a) to the disclosure of any information to any person insofar as such disclosure is expressly permitted by this Agreement;
- (b) to the disclosure of any information already known to the recipient otherwise than as a result of entering into any of the Transaction Documents or as a result of a breach of this Clause 32;
- (c) to the disclosure of any information with the consent of all the parties hereto;
- (d) to the disclosure of any information which is or becomes public knowledge otherwise than disclosure being made in breach of this Clause 32 or as a result of the unauthorised or improper conduct of the recipient;

- (e) to the disclosure of any information:
 - (i) to any of the Rating Agencies;
 - (ii) in order to obtain the admission of the Notes to the Official List;
 - (iii) in connection with the admission of the Notes to trading on Euronext Dublin; or
 - (iv) which is necessary or desirable to provide to prospective investors in the Notes;
- (f) to any extent that disclosure is required pursuant to any law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other regulatory or taxation authority (including any official bank examiners or regulators or Euronext Dublin or the Central Bank);
- (g) to the extent that the recipient needs to disclose any information to any of its employees, provided that before any such disclosure, the relevant party shall make the relevant employees aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance with such obligations by such employees;
- (h) to the extent that the recipient needs or wishes to disclose the same for the exercise, protection or enforcement of any of its rights under any of the Transaction Documents or, in the case of the Security Trustee, for the purpose of discharging, in such manner as it thinks fit, its duties or obligations under or in connection with the Transaction Documents in each case to such persons as require to be informed of such information for such purposes including, without prejudice to any Secured Creditor or, in the case of the Security Trustee, in connection with transferring or purporting to transfer its rights and obligations to a successor trustee;
- (i) to the disclosure of any information to professional advisers to, or agents of, any party to this Agreement who receive the same under a duty of confidentiality; or
- (j) to the disclosure of any information disclosed to a prospective successor party and additional or successor parties on the basis that the recipient will hold such information confidential upon substantially the same terms as this Clause 32.

33. SECURITY TRUSTEE

- 33.1 If there is any change in the identity of the Security Trustee or any additional Security Trustee is appointed in accordance with the Deed of Charge, the parties to this Agreement shall execute such documents and take such action as such successor or additional Security Trustee and the outgoing Security Trustee may reasonably require for the purpose of vesting in such successor or additional Security Trustee the rights and obligations of the outgoing Security Trustee under this Agreement and releasing the outgoing Security Trustee from any future obligations under this Agreement.
- 33.2 The Security Trustee has agreed to become a party to this Agreement for the better preservation and enforcement of its rights under this Agreement but shall not assume any obligations or liabilities to the Legal Title Holder, the Servicer or the Issuer hereunder. Any liberty or right which may be exercised or any determination which may be made under this Agreement by the Security Trustee may be exercised or made in the Security Trustee's absolute discretion without any obligation to give reasons therefor and the Security Trustee shall not be responsible for any liability occasioned by so acting but subject always to the terms of the Deed of Charge.

33.3 All the provisions of the Deed of Charge and the Trust Deed relating to the exercise by the Security Trustee of its powers, trusts, authorities, duties, rights and discretions shall apply, *mutatis mutandis*, to the discharge by the Security Trustee of its powers, trusts, authorities, duties, rights and discretions under this Agreement.

33.4 For the avoidance of doubt, and without prejudice to the obligations of the Issuer, neither the Security Trustee nor any Receiver appointed pursuant to the Deed of Charge shall be liable to pay any amounts due under Clauses 12 (Servicing Fees) and 13 (Costs and Expenses).

34. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

35. PARTIAL INVALIDITY

The invalidity, illegality or unenforceability of a provision of this Agreement does not affect or impair the continuation in force of the remainder of this Agreement.

36. AGENCY

The Servicer agrees and confirms that, unless otherwise notified by the Issuer or the Security Trustee, the Servicer, as agent of the Issuer, may act on behalf of the Issuer under this Agreement.

37. COUNTERPARTS

This Agreement may be executed in any number of counterparts (including by facsimile), all of which, taken together, shall constitute one and the same agreement and any party to this Agreement may enter into the same by executing and delivering a counterpart (including by facsimile).

38. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

39. SUBMISSION TO JURISDICTION

Each party to this Agreement hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Agreement (including a dispute relating to any non-contractual obligations arising out of or relating to this Agreement), and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first before written.

SCHEDULE 1

SERVICER POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 31 May 2019.

BY:

- (1) **PRECISE MORTGAGE FUNDING 2019-1B PLC** (registered number 11613167) whose registered office is at 35 Great St. Helen's, London EC3A 6AP (the **Issuer**);

in favour of

- (2) **CHARTER MORTGAGES LIMITED** (registered number 6749495) whose registered office is at 2 Charter Court, Broadlands, Wolverhampton, West Midlands WV10 6TD (the **Servicer**).

WHEREAS:

- (A) By virtue of a servicing agreement dated on or about the Closing Date and made between, *inter alios*, the Issuer and the Servicer (the **Servicing Agreement**) provision was made for the execution by the Issuer of this Power of Attorney.
- (B) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in the Master Definitions and Construction Schedule made between, amongst others, the parties hereto on or about the Closing Date (as the same may be amended, varied or supplemented from time to time with the consent of the parties to the Master Definitions and Construction Schedule) and this Power of Attorney shall be construed in accordance with the interpretation provisions set out in Clause 2 (Interpretation and Construction) of the Master Definitions and Construction Schedule.

NOW THIS DEED WITNESSETH as follows:

1. **THE ISSUER HEREBY APPOINTS THE SERVICER** to be its true and lawful attorney for it and in its name to do all or any of the following acts and things:
- (a) executing all documents necessary for the purpose of discharging a relevant Loan comprised in the Portfolio which has been repaid in full and any Related Security or for the sale of a relevant Property as mortgagee or as heritable creditor;
 - (b) executing all documents and implementing all notifications or registrations of discharge to the Land Registry necessary for the purpose of releasing a Mortgage in accordance with the terms of the Servicing Agreement;
 - (c) executing all documents and doing all such acts and things which in the reasonable opinion of the Servicer are necessary or desirable for the efficient provision of the Services under the Servicing Agreement;
 - (d) exercising all rights, powers and discretion of the lender under the relevant Loans and their Related Security; and
 - (e) subject to Clause 3.7 (Delegation of Services) of the Servicing Agreement, appointing any delegate as its attorney and on its behalf, and in the Issuer's own name or the attorney's name, for all or any of the above purposes,

provided that, for the avoidance of doubt, these powers of attorney shall not authorise the Servicer to sell any of the relevant Loans by way of portfolio sale or otherwise and/or their Related Security (other than the sale of Loans to third party debt collection agents in enforcement scenarios), except as specifically authorised in the Transaction Documents (including repurchases of Loans by the Seller or the Legal Title Holder in accordance with the Mortgage Sale Agreement). For the avoidance of doubt, the Issuer shall not be liable or responsible for the acts of the Servicer or any failure by the Servicer to act under or in respect of these powers of attorney, save where such liability or responsibility is imposed under the Servicing Agreement.

2. The Issuer hereby agrees at all times to ratify and confirm the aforementioned acts which any attorney or substitute shall lawfully do or cause to be done under concerning or pursuant to this Power of Attorney.
3. No purchaser or other person shall be bound or concerned to see or enquire whether any deed, documentation, act or thing done or executed by the Servicer pursuant to this Power of Attorney was duly authorised by the Issuer.
4. This Power of Attorney shall, unless expressly revoked or terminated in writing by the Issuer, continue in full force and effect until such time as the appointment of the Servicer as servicer is terminated.
5. This Power of Attorney is governed by and shall be construed in accordance with English Law.

EXECUTED and DELIVERED as a DEED by)
PRECISE MORTGAGE FUNDING 2019-1B PLC)
as Issuer)
acting by two directors)
)
per pro Intertrust Directors 1 Limited)
)
)
per pro Intertrust Directors 2 Limited)

SCHEDULE 2
SERVICES SPECIFICATION
PART 1
GENERAL SERVICE SPECIFICATION

General Servicing Specification

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2. Version Control

Date	Version	Revision	Owner	Approval Ref
16/06/2011	1.0	Initial Draft	Laura Bradley	E052/11
17/01/2012	1.1	Added references to Charter Mortgages 2.	Laura Bradley	
29/10/2013	1.2	Added onto new template, updated mandates section	Laura Bradley	
April 2016	1.3	Minor revisions planned following annual review	Laura Bradley	

3. Annual Review Record

Next Review Date	Date Review Completed	Reviewer Name
16/06/2012	29/10/2013	Laura Bradley
29/10/2014	12/12//2014	Laura Bradley
12/12/2015	06/01/2016	Laura Bradley

4. Introduction

This is the General Servicing Specification referred to in the Agreement for the Provision of Mortgage Cash Management and Related Administration.

The following activities are not included in this Service Specification:

- Further Advances;
- Product Switching;
- Drawdown of Overpayments;
- Payment Holidays;
- Collections Activity (where an account is more than one month in arrear), and
- Financial Reporting and Cash Management.

5. Mortgage Administration

The Servicer will undertake the following activities which are more fully described in the Servicer's General Servicing Procedure Manual.

5.1 Data Protection and Information Security

All employees will comply with the following policies of the Servicer:

- Information Security Policy and
- Data Protection Policy

which include the following requirements:

- Verifying the identity of customers (or third parties acting on their behalf) on the telephone;
- Subject Access Requests under the Data Protection Act 1998;
- Dealing with parties who are not account holders, and
- Dealing with faxed instructions from customers.

5.2 Change of Name

All requests must be made by completing the Servicer's Change of Name Form, be signed by the customer (with both their current and previous signatures) and be supported by relevant documentation.

5.3 Change of Address

Changes to the correspondence address will be made following a telephone request where the customer's identity has been satisfactorily verified (or one of them in relation to a joint account).

5.4 Deceased Customers

When initial notification is received from a surviving customer or from a third party (either in writing or by telephone), the Servicer will update all relevant accounts on its servicing system with the date of death and issue a letter of condolence. Following receipt of formal documentation, the Servicer will deal with the account in an appropriate way which may involve, redemption, a transfer of equity, a transfer of the account to the survivor or liaising with the buildings insurer.

5.5 Returned Mail

The Servicer will investigate the reasons for all returned correspondence in an endeavour to establish the whereabouts of the customer and take appropriate steps to protect the security.

5.6 Bankruptcy

Where the Servicer receives notification that a customer has been made bankrupt/ entered into an IVA (or Scottish equivalent of Sequestration/ Trust Deeds) or has subsequently been discharged, it will identify all relevant accounts and update the servicing system and liaise with all relevant parties.

5.7 Power of Attorney

Where the Servicer is notified that a customer has granted a Power of Attorney, it will satisfy itself that the document is in an appropriate form and properly executed and that the authority granted is wide enough to cover the requested activity. It will then update its servicing system and liaise with the relevant parties.

5.8 Third Party Authority

When a customer provides an authority for a third party to discuss aspects of their mortgage account, the Servicer will verify that the authority is genuine before updating its system and dealing with that third party.

5.9 Change of Payment Date

The Servicer will process a request from a customer (in writing or by telephone) to amend their direct debit collection date from the 1st working day of each month (or other date in accordance with the customer's terms and conditions) and confirm the impact of the change in writing to the customer.

5.10 Change of Payment Type

All monthly instalments will normally be collected by Direct Debit and where a customer does not pay by this method, they will be encouraged to do so.

5.11 Change of Repayment Method

The Servicer will process a request from a customer to amend the repayment method on an account in accordance with the Client's agreed policy.

5.12 Flexible Features

Underpayments and payment holidays are not permitted. Overpayments are allowed but Early Repayment Charges may apply.

5.13 Rate Changes

The Servicer will process interest rate changes in accordance with the terms and conditions relating to the accounts and give appropriate notification of the change to customers.

5.14 Reversionary Rates

The Servicer will apply the reversionary rate on all accounts at the end of any incentive period and give appropriate notification of the change to customers.

5.15 Tenancies

The Servicer will process requests to let the mortgaged property received from a customer (either by telephone or letter) in accordance with the Client's agreed policy which would normally include the following requirements:

- The property must not be let in excess of 12 months (agreement to be renewed every 12 months).
- The property insurers must be aware of the tenancy.
- The tenancy must not be renewed without further approval.
- The agreement must be an Assured Shorthold Tenancy Agreement.
- The property must be re-occupied once the tenancy expires.

- The customers must make mortgage payments by direct debit.

If the Servicer becomes aware that a property has been let on an unauthorised basis, it will write to the customer and inform them that the tenancy is not binding on the Client and will not take any steps which would prejudice the Client's right to obtain possession of the property.

5.16 Account Reconstructions

The Servicer will provide a full breakdown of all mortgage transactions on an account on request from a customer (subject to the payment of any appropriate fee) and liaise with the customer in relation to any shortfall or overpayment.

5.17 Valuation

The Servicer will obtain a valuation (at the customer's expense) whenever the security of the property could be affected as the result of a transaction requested by the customer.

5.18 Annual/ Ad-hoc Statements

The Servicer will issue an Annual Statement in relation to each account in accordance with regulatory requirements enclosing an up to date Tariff of Charges.

The Servicer will also provide ad-hoc or duplicate statements on request subject to receipt of any requisite fee.

5.19 Certificate of Interest Paid

The Servicer will provide a Certificate of Interest Paid in any tax year (and the balance outstanding at the end of that year) on request subject to receipt of any requisite fee.

5.20 Redemption Statements

The Servicer will process a request for a redemption statement from a customer in writing or by telephone or from solicitors when made in writing which confirms the customer's authority (e.g. 'acting on behalf of the customer').

For Charter Mortgages 2 accounts we require 1 month's notice (verbal or written). A request for a redemption statement will class as notice but it needs to be at least a month or we will charge 1 month's interest.

5.21 Redemption

The Servicer will process the discharge of a charge at the Land Registry when cleared funds have been received sufficient to redeem the account in full (any cheque receipts must clear prior to release of charge).

If the funds received are greater than £100.00 of the required redemption amount, the Servicer will refund the overpayment to the customer or his solicitor.

If there is a shortfall of less than £100.00 in the required funds, the shortfall will be written off.

If there is a shortfall in the required funds of more than £100.00, the Servicer will investigate the reason for this before processing the redemption (e.g. sale in possession or mortgage asset reduction scheme) or request additional funds before doing so.

For Charter Mortgages 2 a Valuation of the property will be required to establish the share element of the loan.

5.22 Partial Repayments

The Servicer will accept and apply funds received to reduce the mortgage debt on an account where flexible features are not in place subject to the payment of any applicable early repayment charges.

Where unexpected funds are received and the customer's intentions are not clear, the Servicer will contact the customer to establish this prior to applying funds to the account.

For Charter Mortgages 2 a Valuation of the property will be required to establish the share element of the loan.

5.23 Natural Maturity

The Servicer will generate a maturity report to identify accounts with an Interest Only element which are due to mature in the next six months and will contact those customers to confirm their intention to redeem.

If no response is received the Servicer will automatically extend the repayment term of the account by 6 months and refer the account to the Collections Team.

Where the customer indicates that there are insufficient funds available to redeem the account, the Servicer will explore various options with the customer taking account of affordability and treating customer fairly considerations.

5.24 Deeds Administration

Upon receipt, the Servicer will reconcile the deeds packs received from the previous Title Holder. The Servicer will manage the safe custody of any title documents and paper files (if any) for each account and will investigate any case where a first legal charge is not satisfactorily registered. It will also process any requests from customers or their solicitors for access to the title documents.

5.25 Unpaid Ground Rent/Service Charges

When the Servicer receives notification from a landlord or managing agent of outstanding payments, it will investigate the reason for the non-payment and take appropriate steps with a view to ensuring that the security is not jeopardised by the non-payment.

5.26 Boundary Disputes

The Servicer will liaise with solicitors/customers to assist with their investigations into any boundary disputes and provide copy documentation on request

5.27 Second Charge Questionnaires/Consents

The Servicer will process any request from a second charge lender for details of the mortgage account (e.g. payment, mortgage type, arrears, title information), subject to receipt of the borrower's authority and any requisite fee.

Any cases where an account is in arrears will be referred to the Collections Team.

Consent to a second charge will be given to all requests where;

- The first Legal Charge has been correctly registered, and
- There are no arrears on the account.

5.28 Part Release of Security

The Servicer will process any requests for a release of part security ensuring that:

- the loan remains below the agreed LTV limit for the applicable scheme/product;.
- a valuation is obtained in respect of the property remaining as security;
- the acting solicitor gives confirmation that the title to the security will remain good and marketable after the release, and
- any arrears are cleared.

5.29 Professional Panels

The Servicer will only use solicitors that are registered with the Law Society and will, where possible, use the same firm for any title rectification issues and litigation activity to avoid duplication of fees.

The Servicer will only instruct valuers from its approved panel.

5.30 Direct Debits

Direct Debit is the preferred method for collecting mortgage payments.

The Servicer will process and administer Direct Debits in accordance with BACS rules and regulations.

Mortgage payments can also be made by Standing Order, Bank Transfer, Cheque and Debit Card.

Payments will also be accepted from the Department of Works and Pensions (DWP)

5.31 Insurance

The Servicer will carry out an annual check with a view to ensuring building insurance is being maintained by the customer on the property.

Where it becomes aware that adequate insurance is not in place it will place the property on its Lender Interest Only Policy and charge the appropriate fee and policy premium to the customer.

Where subsequent proof of adequate insurance is received it will refund premiums where applicable.

5.32 Transfer of Equity

The Servicer will process a request from a customer to a transfer of equity (when at least one of the existing customers is to remain as a party to the mortgage) when submitted on a fully completed Transfer of Equity application form supported by any requisite fee. All applications will be processed in accordance with current FCA requirements and the Client's Lending Policy.

5.33 Complaints

The Servicer will handle any complaints in accordance with the Client's Internal Complaints Procedure. Complaints which relate to policy issues will be referred to the Client.

5.34 Record Retention

The Servicer will:

- retain all documentation, electronically or in other formats, for a period of 6 years after redemption of a mortgage account;
- store any transferred files and title documents at a secure site;
- scan all new correspondence , both inbound and outbound onto its system and then destroy the originals as confidential waste, and
- retain recordings of all customer telephone calls for a minimum of 3 years.

5.35 Porting

- For some Precise, Charter Mortgages 2 and Reliance 2 accounts - To be reviewed on individual case review. Subject to policy.

6. Service Levels

6.1 General

A monthly summary will be sent no later than 10 working days following the first working day of the month containing details of performance against the service levels below

6.2 Correspondence

All correspondence to be acknowledged or actioned within 5 working days of receipt (including requests for redemption statements and deeds packs).

6.3 Telephony

A minimum of 80% of all inbound telephone calls to be answered within 20 seconds and no more than 5% of all calls to be abandoned (calls abandoning within 10 seconds of connection will be automatically excluded from this calculation).

The hours of operation will be Monday to Friday 9.00am to 5.00pm (except Bank Holidays).

6.4 Redemptions

A redemption statement will be produced and sent within five working days of receipt of the request.

The Servicer will endeavour to close all mortgage accounts within 10 working days of receipt and clearance of sufficient funds.

Any refunds payable to due to overpayments to be issued within 10 working days of closure of the account.

Any cheques received to be banked at the earliest opportunity.

Land Registry discharge to be completed within 30 days of account closure.

6.5 Copy Documents & Deeds

Copy documents and deeds to be sent within five working days of receipt of the request.

6.6 Annual Statements

Annual Statements to be sent to customers within 60 days of the anniversary of the completion date of the mortgage (or the anniversary of the date of commencement of servicing by the Servicer).

7. Tariff of Fees

Can be located in the Servicing Ops shared drive stored under each client.

8. Primary Servicing Mandates

All authorities contained within this document are shown at minimum level required. Line management to whom the jobholder reports hold the same level of authority unless specified separately.

9. Senior Authority Levels

Document or Transaction	Level of Authority	Held By
Amending authorities contained within this document		Group Operations Board Approval required
Document or Transaction	Level of Authority	Held By
Agree payment of service charge/ground rent to avoid loss of security	Up to £5,000	Collections Manager
	Up to £10,000	Director of Collections
	Over £10,000	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Approval of solicitors fees outside of standard levels	Fees Up to £500	Technical Associate
	Fees up to £1,000	Team Leader
	Up to £5,000	Collections Manager
	Up to £10,000	Director of Collections
	Over £10,000	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Approval of private shortfall sale	Up to £5,000	Collections Manager
	Loss Up to £10,000	Director of Collections
	£10,000 to £20,000	Chief Operating Officer
	Over £20,000	2 Executive Board Members
Document or Transaction	Level of Authority	Held By
Sale of property in possession	Amounts Over EV	Asset Manager Mandated Individual
	Down to 95% of EV	Team Leader or Complex Technical Associate
	Down to 90 % of EV	Collections Manager
	Down to 80% of EV	Director of Collections
	Down to 70% of EV	Chief Operating Officer
	Below 70% of EV	2 Executive Board Members

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Document or Transaction	Level of Authority	Held By
Agree reduction in asking price	To the higher of:- i. EV Or ii. asking price less 5%	Asset Manager
	Down to 95% of EV	Team Leader or Complex Technical Associate
	90% of EV	Collections Manager
	Down to 80% of EV	Director Of Collections
	Down to 70% of EV	Chief Operating Officer
	Below 70% of EV	2 Executive Board Members
Document or Transaction	Level of Authority	Held By
Authorising essential repairs or improvements to properties in possession	Not exceeding £200	Asset Manager Mandated Individual with 2 quotes
	Not exceeding £500	Team Leader or Complex Technical Associate with 2 quotes
	Up to £1,000	Collections Manager
	Up to £2,000	Director of Collections
	Over £2,000	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Authorise sale of property in possession at auction		Director of Collections
Document or Transaction	Level of Authority	Held By
Agree settlement of litigation where mortgage debt has been written off		Director of Collections
Document or Transaction	Level of Authority	Held By
Authorise litigation action in pursuit of shortfalls on possession		Director of Collections

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Document or Transaction	Level of Authority	Held By
Agree settlement of costs in respect of shortfall litigation cases		Director of Collections
Document or Transaction	Level of Authority	Held By
Authorise acceptance of offers received from Borrowers in full and final settlement of any shortfall relating to properties in possession	Offer representing 75% or more of shortfall amount	Collections Manager
	Offer representing 50% to 75% of shortfall amount	Director of Collections
	Offers less than 50%	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Authorise Loan Modification – Temporary Conversion to Interest Only		Collections Manager
Document or Transaction	Level of Authority	Held By
Authorise Loan Modification – Capitalisation of arrears	Min of CMS received consecutively for 6 months & arrears not already capitalised within the last 12 month period	Collections Manager
Document or Transaction	Level of Authority	Held By
Authorise Loan Modification – Term extension		Collections Manager

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Document or Transaction	Level of Authority	Held By
Authorise Loan Modification – Assisted Sale	Where there is no write-off	Collections Manager
	Where there is a write-off	Refer to Negative Equity Shortfall Sales mandates
Document or Transaction	Level of Authority	Held By
Appointment of LPA Receivers		Collections Manager
Document or Transaction	Level of Authority	Held By
Agree property disposal strategy with LPA Receivers		Collections Manager
Document or Transaction	Level of Authority	Held By
Waiving/Re-crediting Fees	Up to £100	Technical Associate
	Up to £250	Team Leader
	Up to £500	Collections Manager
	Up to £1000	Director of Collections
	Over £1000	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Refund of Payments		Collections Manager

10. Collector Authority Levels

Transaction	Parameters	Held By
Lump Sum Arrangements	Up to 28 days in the future	Collections Associate
	Up to 60 days in the future	Team Leader
	Greater than 60 days in the future	Collections Manager
Transaction	Parameters	Held By
Additional Payment Arrangements	Up to 24 months	Collections Associate
	Up to 36 months	Technical Associate
	Up to 48 months	Team Leader
	Up to 60 months	Collections Manager
	Over 60 months	Director of Collections
Transaction	Parameters	Held By
CMS Only Arrangements	Minimum CMS for up to 4 months	Collections Associate
	Minimum CMS for up to 6 months	Technical Associate
	Minimum CMS for up to 8 months	Team Leader
	Minimum CMS, up to 12 months	Collections Manager

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Transaction	Parameters	Held By
Concessional Arrangements	Minimum 50% of CMS for up to 4 months	Collections Associate
	Minimum 50% of CMS for up to 6 months	Technical Associate
	Minimum 50% of CMS for up to 8 months	Team Leader
	Less than 50% and above 25% of CMS for up to 6 months	Collections Manager
	Less than 25%	Director of Collections
Transaction	Parameters	Held By
Instruct Third Party Associate		Collections Associate
Transaction	Parameters	Held By
Authorise litigation action to commence		Team Leader
Transaction	Parameters	Held By
Authorise "Adjourn" Court Hearing	Arrears reduced to below 2 months	Technical Associate
	Arrears remaining above 2 months	Team Leader
Transaction	Parameters	Held By
Agree to Court Order being set aside	All	Team Leader
Transaction	Parameters	Held By
Authorise enforcement of Court Order		Collections Manager
Transaction	Parameters	Held By
Authorise solicitors to obtain Warrant of Restitution		Collections Manager
Transaction	Parameters	Held By
Authorise "Oppose" Application to Suspend Eviction		Team Leader

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Transaction	Parameters	Held By
Authorise cancellation of Eviction		Team Leader
Transaction	Parameters	Held By
Authorise Voluntary Surrender / Vacant Possession		Collections Manager

11. Primary Servicing Mandates

Document or Transaction	Level of Authority	Held By
Waiving Administration fees (including ERC's)	Up to £250	Team Manager
	Up to £500	Operations Manager
	Up to £1000	Director of Operations
	Over £1000	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Waiving redemption shortfalls	Up to £100	Mortgage Admin Team
	Up to £250	Servicing Team Leader
	Up to £500	Operations Manager
	Over £500	Director of Operations or Operating Board Member
Document or Transaction	Level of Authority	Held By
Transfer of Equity	All	Senior Underwriter
Document or Transaction	Level of Authority	Held By
Complaints Compensation	Up to £50	Team Leader
	Up to £250	Operations Manager
	Up to £1000	Director of Operations
	Over £1000	Chief Operations Officer
Document or Transaction	Level of Authority	Held By
Second Charge Requests	No Arrears on the Account	Servicing Team Leader
	Account in Arrears	Collections Manager

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Document or Transaction	Level of Authority	Held By
Change of Term (reduction)		Senior Underwriter
Change of Term (extensions) No Arrears	All	Operations Manager
Change of Repayment Method (C & I to I/O)		Refer to Collections
Change of Repayment Method (I/O to C & I)		Senior Underwriter
Product Switches		Operations Manager and Senior Underwriter
Transfer of Equity		Senior Underwriter
Document or Transaction	Level of Authority	Held By
Tenancy Agreements	No Arrears on the Account	Servicing Team Leader
	Account in Arrears	Technical Associate
Document or Transaction	Level of Authority	Held By
Release of Security	All	Underwriting Team Manager
Document or Transaction	Level of Authority	Held By
Porting		Senior Underwriter
Document or Transaction	Level of Authority	Held By
Releasing Charge at Land Registry		Team Manager

PART 2
COLLECTIONS AND RECOVERY SERVICE SPECIFICATION

Arrears Management and Forbearance Policy

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2. Version control

Date	Version	Revision	Owner	Approval Ref
	8.0	Title amended to incorporate forbearance being included in the overall Arrears Management policy		
		Section 4 - updated to reflect updated industry papers that have been reviewed and incorporation of Forbearance section and compliance monitoring		
		Section 5 - updated to reflect Committees where Arrears and forbearance monitoring is discussed		
		Section 6 - new section added detailing Proactive Management of customers on the cusp of financial difficulties and approach to Interest Only Mortgages		
		Section 7 - addition of referral to Credit team where arrears occur within 3 months of advance		
		Section 8 - Updated first arrears triggers and use of email as a contact method		
		Section 9 - Reference to Experian monthly Data feed		
		Section 10 - referral to Mandates in section 23		
		Section 11 – Enhanced to detail number of times forbearance will be considered, Reference to standard and repayment capitalisation and the number of times permitted and examples of when forbearance will not be considered		
		Section 12 – Removal of the need to get explicit consent to update reasons for vulnerability		
		Section 15 – added use of emails as contact method. Reference to decree process as opposed to LPA for Scottish securities		

		Section 19 – removal of rejected DD fees		
		Section 20 – Reference to managing agents and updated to reflect that frequent incidents of Ground Rent arrears payment could result in amounts being added as instalments arrears		
		Section 21 – Retention amended to 6 years		
		Section 22 – Updated to reflect the new F and I dashboards and Primary servicing MI		
		Section 23 – New – Primary and Special Servicing Mandates		

3. Annual Review Record

Next Review Date	Date Review completed	Reviewer Name
1/6/2011	20/6/2011	Claire Spilsbury
1/7/12	25/7/12	Claire Spilsbury
1/8/13	11/11/13	Claire Spilsbury
1/11/14	14/11/14	Fliss Dale
1/12/15	11/5/16	Fliss Dale
1/12/16	15/5/17	Fliss Dale
30/6/18	14/10/18	Fliss Dale

4. Introduction

Charter Court Financial Services Limited (CCFS) is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. Accordingly, it takes its regulatory responsibilities seriously and adheres to the rules and guidance set out in the FCA's Mortgages and Home Finance: Conduct of Business (MCOB) sourcebook in particular the rules contained in MCOB 11.6.49 (Review during the term of interest only mortgages), (MCOB12 (Charges) MCOB13 (Arrears and Repossessions), and MCOB11.7 (Transitional Arrangements). It also takes into account the findings from a number of publications such as:

- FCA regulatory thematic reviews and its good and poor practice guidance;
- FCA Final Notices;
- issues raised by the Financial Ombudsman Service, advice agencies and HM Courts and Tribunal Service;
- FCA guidance on forbearance and impairment provisions for mortgages;
- FCA guidance on the fair treatment of interest-only customers;
- the Mortgage Pre-action Protocol for England and Wales (as well as similar pre-action initiatives in Scotland);
- FCA Occasional Paper on Consumer Vulnerability; and
- UK Finance interest only toolkit

MCOB13, sets out how firms should treat customers in the arrears and possessions process (including how any shortfall is dealt with). It builds on Principle 6 of the Principles for Business (which requires fair treatment of all customers including those with payment difficulties or with a sale shortfall) in respect of the information and service provided to them.

The requirement for a written policy and procedures is intended to ensure that a firm has addressed the need for internal systems to deal fairly with customers in financial difficulties, and also to deal proactively with customers who display characteristics of being on the cusp of financial difficulty. This Arrears Management and Forbearance Policy (the Policy) addresses those requirements.

It is in the interest of both the firm and the customer that payments are made promptly and that any agreed solution to overcome difficulties meets the needs of both parties. The FCA requires firms to consider whether forbearance tools are appropriate for the individual circumstances of the customer and whether they are in the prudential interests of the firm. The tools listed in this Policy are not exhaustive and other arrangements may be considered appropriate to the particular circumstances of a customer.

When providing forbearance to assist customers, CCFS is mindful of the provisions of Principle 8 (Conflicts of Interest) and seeks to ensure that:

- customers are not placed in an even worse position than they would have been in otherwise, and
- it either avoids the mortgage or secured loan moving into a non-sustainable position or, once the period of financial stress has ended, continues to work with the customer to bring the account back onto sustainable terms within a reasonable time frame appropriate to their circumstances, whilst complying with TCF principles.

Reference to 'sustainability' in this Policy, refers to sustainability for both CCFS and the customer.

The Policy will be applied by all companies in the same group as CCFS and on behalf of any lender client which agrees to adopt it.

The Policy sets out how CCFS will deal with customers who are facing financial difficulty, before they are actually in arrears, are already in arrears, or those who have incurred a shortfall debt. It has been designed to incorporate the FCA's principle of Treating Customers Fairly (TCF).

The Policy is reviewed on an annual basis by the Director of Collections and Recovery and by the Compliance Team and presented to CCFS' Board for approval.

In applying this Policy, no distinction is made between mortgages and secured loans, which are held on balance sheet and those that have been securitised. The Policy also applies whether or not the mortgage/secured loan is a Regulated Mortgage Contract or not, and also applies to Bridging Finance loans.

Application of the Policy, and the impact on customers, is monitored by the Director of Collections and Recovery and second line oversight is provided by the Compliance Team.

The Policy provides a framework within which CCFS meets its legal and regulatory obligations and encompasses its core values:

- **Respect**
- **Excellence**
- **Attention**
- **Challenge**
- **Honesty**

CCFS recognises its responsibility to ensure that any third party suppliers, i.e. third party associates, (TPAs), asset managers, solicitors etc., appointed by it, operate in a manner consistent with the Policy at all times. CCFS acknowledges its responsibilities and therefore monitors and manages all TPAs and understands that FCA responsibilities do not pass to such TPAs. Monitoring and reporting on a monthly basis is carried out so that clients and the CCFS management team can be satisfied that customers who are having payment difficulties are being treated fairly by CCFS and third party suppliers.

CCFS ensures that all relevant employees are kept up to date with compliance and operating procedures applicable to their duties. Monthly coaching and account sampling/call sampling is undertaken by the Mortgage Operations Quality Assurance Team, in addition to ad-hoc sampling by the team leader or manager. Thematic reviews are also undertaken, reviewing critical arrears management processes, the results of which are reported to the central Compliance Monitoring team.

The purpose of this sampling is to ensure that customers' individual circumstances have been taken into account in addressing payment difficulties and that the agreed procedures have been followed, together with consideration of the customer journey throughout all interactions with them.

The Collections Induction course provides information around vulnerable customers, 'can't' and 'won't' pay customers, the self-employed and good and poor practices.

5. Treating Customers Fairly

The Directors and Senior Management of CCFS are committed to ensuring that the principle of TCF and a tailored customer specific journey is applied in all areas of arrears and forbearance administration activities.

CCFS has developed and embedded effective systems and controls into its procedures with a view to ensuring that customers are treated fairly and sympathetically. A suite of Management Information and Key Performance Indicators (KPIs), including TCF and Forbearance/Impairment dashboards, has been put in place to monitor performance against this Policy. These include the use of forbearance options, monitoring those cases while in probation, being 24 months from the start of the forbearance being applied, identification of current and potential vulnerability as well as the use of third party suppliers, which is presented to the Operational Risk Management Committee (ORMC), Conduct Risk Management Committee (CRMC), Credit Management Committee (CMC) and Clients on a monthly basis.

The aim of CCFS' collections approach is to proactively manage the collection of overdue payments, by seeking to identify the cause of the payment difficulties at the earliest opportunity, (including whether the issue is long or short term) and by helping the customer to gain control of the situation, and prevent unnecessary deterioration.

CCFS will look to arrange a payment plan by engaging with the customer to resolve the arrears; it does not use a "one size fits all approach" but instead consideration is given to the customer's individual financial circumstances, including other secured and unsecured borrowing, and their ability to maintain any proposed payment plan, which is tailored to their needs and circumstances.

CCFS will treat the customer in a fair and reasonable manner at all times, and where necessary, ensure that evidence by way of an Income and Expenditure assessment and bank statements, where considered necessary are available to support any decisions made. The customer will be kept informed of any developments, costs or fees at appropriate times.

All customers experiencing difficulty will be treated on an individual basis, with regular reviews and assessment of their present and anticipated circumstances, and where appropriate or necessary referring the account to the Collections Management Team to agree next steps or the way forward.

However, where it is evidenced that a customer can no longer afford to meet their obligations, and where the customer's circumstances show no material signs of improvement and realistic forbearance strategies have been considered or exhausted, proactive action may be taken to prevent unnecessary deterioration and costs and protect the interests of the customer and CCFS; CCFS will work closely with these customers to exit homeownership in appropriate circumstances.

CCFS will exhaust all avenues of communication in an attempt to gain contact with customers in order to resolve the situation i.e. telephone calling, letters, use of SMS text messaging, where possible email, TPA visits, traces and in some cases a personal visit by a member of the Collections Team.

CCFS will provide clear and concise information to customers in arrears at appropriate points to make them aware of its expectations, whilst they are experiencing payment difficulties, and how they can expect to be treated; this will include information on how to complain if they are unhappy with

the service provided. In addition, CCFS will ensure that all information prescribed by MCOB for customers in arrears is sent at appropriate times.

CCFS will endeavour to avoid any unnecessary cost or fees to the customer, regarding any implementation of legal action, and will not initiate legal action where a sustainable and affordable arrangement can be agreed and maintained.

CCFS will ensure that its third party suppliers have their own TCF policy and internal complaint procedures.

CCFS will liaise with any appropriate third parties, if the customer makes arrangements for this, regarding advice surrounding any form of payment of the outstanding debt, and will signpost customers to appropriate agencies such as Payplan, Citizens Advice Bureau, National Debt Line and other debt advice agencies for free debt advice or seeking independent legal advice.

Where it is identified that the customer has numerous unsecured debts, and is having difficulty prioritising their payments due to the “noise” they are experiencing from their unsecured creditors, CCFS will explain its relationship with Payplan, a free independent debt advice agency, which can provide support to customers and even deal with the unsecured creditors on the customer’s behalf.

The CCFS Collections Team considers it important to identify, contact and assist customers displaying potential impairment indicators e.g. requesting a change to their contractual terms (switch to interest only, term extension, payment holiday) or who are believed to be more susceptible to payment difficulties due to cost of living or interest rate rises but may not yet be in arrears. An Information Sheet giving key messages on how to prevent arrears and repossession is provided to all customers with their annual statement directing them to a guide “Support with Financial Difficulties”, how to get in contact and also further information about Payplan.

In the interests of both the customer and CCFS, CCFS has adopted various approaches to maximise the potential of helping customers to repay their mortgage/secured loan debt should they fall into arrears, or foresee future difficulties. This may include, if appropriate, the use of forbearance tools i.e. conversion to interest only, extending the mortgage term, capitalisation of arrears, allowing a reasonable period of time for a sale of a property to proceed upon the receipt of certain documents from solicitors/estate agents, or a mutually agreed means tested arrangement for the repayment of the arrears.

CCFS or its third party suppliers will not put undue pressure on customers through excessive telephone calls, correspondence or contact at an unreasonable hour, having due regard to the customer’s work pattern and religious beliefs. Correspondence will not be issued to resemble a court summons and attempts to contact the customer will only normally be made between the hours of 8:00am and 8:00pm. A voicemail service outside of these times is available for customers to contact CCFS and leave a message.

In addition, where a Client wishes, an IVR system is in place for customers to make an automated payment to their mortgage account, and to store their card details securely for future use.

6. Proactive Management

CCFS adopts a strategy of proactively contacting customers who are considered to be susceptible to payment shocks.

6.1. Interest Only Mortgage Management

MCOB13 and 11, sets out how firms should treat all customers with a payment shortfall (including interest only customers) and details the requirement for a written policy and procedures to ensure that a firm has addressed the need for internal systems to deal fairly with such customers, and the need to proactively contact such customers during the mortgage term. This section of the Policy provides an overview of this process in relation to interest only customers which can be found in more detail in the Interest Only Policy.

The responsibility for repaying an interest-only mortgage remains with the customer. CCFS cannot be held responsible if what appears to be a credible repayment strategy at the point of underwriting does not deliver; however throughout the mortgage term, CCFS will undertake regular reviews, called mid-term checks.

The purpose of the mid-term check is to raise awareness of potential issues, to CCFS as the lender, and to the customer as the borrower. The check cannot be taken to mean that CCFS is guaranteeing that the repayment strategy will repay the capital at the end of the term.

CCFS will seek to make contact with the customer, to re-validate the existence of the vehicle, in good time to be able to identify if any remedial action is required. It will do this by checking whether it is still reasonable to expect that the vehicle has the potential to repay the mortgage at the end of the term. CCFS will take reasonable steps to discuss with the customer what may be done to address the situation if it is not reasonable to expect that the vehicle has such potential.

CCFS may choose to request documentary evidence of the repayment strategy from the customer. Such requests will be proportionate and balanced. As detailed in MCOB 11.6.41 (2), any reference in the policy to an Interest Only mortgage is to be read as including any mortgage where part of the sum is advanced on an interest only basis or described as Part and Part.

The communication strategy adopted will encourage customers to maintain engagement at all times, and for agents to consider customer circumstances and tailor discussions and options accordingly. The FCA leaflet 'Interest Only mortgages: act now and talk to your lender' is included with appropriate mid-term review letters.

These reviews will take place at 5 yearly intervals, through to 7 years from maturity, at which point cases will be managed on an individual basis dependent upon the customer circumstances. The customer's account will then be managed in accordance with the maturity and term expiry process as the mortgage reaches less than 3 years to maturity.

If the evidence provided is deemed to show inadequacies in the repayment vehicle, a letter will be sent informing the customer of this fact, and CCFS will then take reasonable steps to discuss with the customer what may be done to address the situation in such circumstances.

The letter encourages the customer to call to discuss the options available, which may include:

- seeking independent financial advice from a broker or other financial advisor;
- conversion of all or part of the loan to a repayment basis;
- increasing monthly payments/making overpayments;
- making a lump sum payment;
- extending the mortgage term;
- selling the property to repay the loan; or
- a combination of above.

There will be circumstances where customers proactively make contact, as a result of being aware that their proposed repayment vehicle is no longer suitable. In these scenarios, the above potential solutions will be explained.

In both situations, a full review of circumstances will be undertaken, in line with this Policy, which will include a review of income and expenditure and overall financial position, to consider the most suitable options available.

In all cases, any changes made will be in compliance with regulatory guidelines and customers will be informed they are proceeding on an execution-only basis if they opt not to take independent financial advice.

Details of the attempts to contact the customer and the outcome of each review will be updated on operational systems.

6.2. Customers susceptible to Financial Difficulty

CCFS, through the use of a monthly data feed from Experian, monitors specific characteristics which are known to be predictive of future delinquency, and compares the output to those at the time of originating the loans.

Through this analysis letters are sent to those customers who are believed to be on the cusp of financial difficulty inviting them to make contact if they are concerned as to their ability to maintain mortgage payments. The mailing program is automated on a monthly basis; however, there is a 6 month gap between mailing a specific customer, to avoid excessive contact. Management information is provided within the forbearance dashboard to the risk committees detailed earlier, to ensure awareness of this population of the portfolio.

7. Arrears Management

CCFS addresses arrears both proactively and efficiently for the benefit of the customer and CCFS, wherever possible keeping the customer in their home. **Repossession will only be considered where all other available means of resolving the situation have been exhausted.**

However, customers who have entered into their contract with the intention of defrauding CCFS will, where applicable, be fast tracked through the litigation process so that any loss can be crystallised and any negligence claims can be undertaken at the earliest opportunity.

Where arrears occur within the first 3 months of a loan being advanced a referral will be made to the Credit Risk team to undertake a review of the underwriting applied. If there are any issues identified this is fed back to the underwriting teams and consideration will be given as to whether any policy or process changes are necessary.

CCFS may consider a number of forbearance tools including arrangements, loan modifications/concessions in an attempt to agree a suitable payment solution with a customer. In considering these options, in appropriate circumstances, CCFS believes that this represents 'reasonable efforts' to reach agreement with customers.

Where the mortgage/secured loan relates to a Buy to Let case, consideration will be given as to whether it would be in the interests of CCFS and the customer to appoint an LPA Receiver instead of seeking possession.

Customers facing financial difficulty or unemployment are encouraged to contact the Department for Work and Pensions (DWP) as a matter of urgency to establish if they are entitled to any benefits and/or assistance to pay their mortgage or loan. They will also be asked whether they have the benefit of payment protection insurance.

Where appropriate, (this could include a number of different scenarios i.e. complex cases, vulnerable customer, portfolio of accounts, etc.) a case manager will be assigned at the initial arrears stage by the Collections Manager. However, a case manager will automatically be assigned to manage the account from 4 months arrears.

8. First Stage Arrears

CCFS proactively monitors accounts for missed payments. An account is classed as being in arrears if there arrears are \geq to £50, or arrears are equal to 50% of the contractual monthly payment amount (CMP), whichever is the lowest, 3 business days after the CMP is due, or after a direct debit rejecting, unless there is an existing arrangement in place. Collections activity will commence within the first day of the account entering arrears, or in the case of a rejected direct debit, if a re-presentation is applied after the re-presented direct debit is rejected.

Within 15 business days of a customer going into arrears (whether for the first time or not), they will receive:

- the Money Advice Service information leaflet "Problems Paying Your Mortgage";
- the information required to be given to them at this stage under MCOB13;
- a guide 'Support With Financial Difficulties' explaining how CCFS will deal with them whilst they are behind with their mortgage payments.

Initial contact (letter, telephone calling, SMS text messaging, and in some situations email) will be attempted within 5 working days of the failed payment. This will proactively continue throughout the collections and litigation process in order to manage the account until the arrears are cleared, an acceptable arrangement has been made, or ultimately as a last resort the property is repossessed.

In all instances telephone contact will be attempted to endeavour to resolve the situation early, prevent further decline, establish the reasons for the arrears, understand the customer's financial circumstances, build an early rapport with the customer and ascertain why the customer did not inform CCFS of a potential problem, with the ultimate goal of agreeing an affordable and sustainable arrangement.

Whilst the account remains in arrears and no contact or arrangement has been made, in addition to the proactive calling, regular letters will be sent to make the customer aware of the consequences of continued non-payment.

If an account is subject to litigation action, as it has previously been in arrears, the case manager will continue to attempt contact with the customer by telephone, SMS text messaging and letters, and again if appropriate by email. Should contact be made and an affordable and sustainable arrangement agreed, then legal action will be postponed to enable the account to be bought back in to a sustainable position.

9. Second Stage Arrears/Third Party Associates

In the case of second or subsequent payments being missed, and where CCFS has been unable to establish contact with the customer in order to exhaust all options prior to further action being taken, a TPA may be instructed to conduct a home visit at any relevant addresses (security or correspondence).

Customers will be informed by letter of the possible instruction of a TPA and the associated fee (where applicable), prior to the instruction, giving them the opportunity to avoid the cost by making contact. The account will be debited with the administration fee on the day of instruction and following receipt of the completed TPA report and invoice, the appropriate cost will be debited, in line with CCFS' Tariff of Mortgage Charges. If contact with the customer is established, prior to the visit, and an arrangement is then subsequently made, the instruction can be cancelled and the fee adjusted accordingly.

The purpose of this visit is to establish the reason for the arrears and the customer's current financial position.

The TPA will carry out a review of the customer's financial circumstances, including any other debts, conducting a full Income and Expenditure assessment before recommending an arrangement. The TPA will also gather information regarding employment status, details of the property i.e. condition, estimated market value, occupancy etc. and any sensitive or potentially vulnerable circumstances. The TPA will then forward a full report to CCFS including any proposals made by the customer and supporting evidence. A minimum of 3 visits will be made in order to establish contact.

Subsequent TPA visits may also be instructed when deemed appropriate by the Collections Manager. At the point of enforcing a possession order a TPA may be instructed to carry out a pre- eviction visit. The purpose of this is to continue attempts at making contact with the customer, to resolve the situation, and also to ascertain any issues with the property i.e. unauthorised tenants, communal door, condition of property, pets or livestock, access issues, vulnerable or sensitive circumstances etc.

If an account is referred to the Collections Manager for review it may also be deemed relevant for a senior member of the Collections Team to conduct a personal visit to the customer at either the security or correspondence address.

10. Arrangements

In the event that the customer cannot repay the full arrears outstanding, reasonable efforts will be made to agree an arrangement to repay the debt. The aim of the arrangement is to pay an additional amount over and above the contractual monthly payment therefore reducing the arrears balance over a reasonably agreed period of time.

Any money received from the customer will first be used to clear missed payments with fees and charges being left to a later date.

An arrangement will be agreed once all circumstances have been taken into account, and it has been established that it is both affordable and sustainable. An Income and Expenditure assessment may be undertaken by a TPA visit, telephone or by written correspondence, using the Common Financial Statement. This aim is to ensure that any arrangement made is affordable to the customer based on their overall financial circumstances.

CCFS also has the ability by way of Call Credit and a monthly data feed from Experian, to use up to date credit data to validate the information provided; challenging where necessary.

CCFS will adopt a reasonable approach to the length of time over which the arrears will be repaid depending on the circumstances of individual customers, and in some instances, consideration will be given to this being over the remaining term of the mortgage. This may be appropriate where the customer can only afford to pay a small amount each month off the arrears.

CCFS will consider, as a minimum, whether it is appropriate to agree one of the arrangements set out below and make customers aware of the existence of any applicable government schemes to assist customers in payment difficulties. At all times the individual circumstances of the customer will be taken into account.

This will be done in each case throughout the discussion process with customers and in particular, each appropriate option will have been considered before possession is sought.

Payment arrangements fall into five main categories:

1. Contractual Monthly Subscription (CMS) plus additional payment to repay outstanding arrears;
2. CMS only;
3. DWP payments plus shortfall;
4. Lump Sum by a set date, and
5. Concessional payment.

Mandates are in place to govern the length and/or amount of an arrangement, these are segregated by role and are detailed in section 23.

10.1. CMS plus additional payment to repay outstanding arrears

Where the customer cannot clear the arrears in one payment, where possible a payment arrangement will be agreed to clear the arrears over a reasonable period of time by maintaining the CMS and an agreed additional payment each month.

It is important that any arrangement agreed is affordable therefore the collector will take into account the full circumstances surrounding the customer's situation, to include, but not limited to, payment history, previous arrangements, level of contact, product and previous history of the account.

10.2. CMS Only

Where a customer cannot clear the arrears, and can only afford to pay their current CMS, this type of arrangement can be considered and will be reviewed after a period of 4 months.

Following the initial 4 month period, if the customer is still unable to make additional payments an extension may be considered.

10.3. DWP plus Shortfall

In cases where the DWP make interest contributions toward the customer's account, it remains the customer's responsibility to maintain any shortfall between the CMS and DWP payment, and additional payments toward the outstanding arrears.

10.4. Lump Sum Payment

This arrangement type is used when a customer has agreed to pay a set amount by a set date, and is usually independent of the CMS. The payment is usually expected within 28 days.

10.5. Concessional Payment

A concessional payment is defined as any agreed payment that is less than the expected CMS.

Concessional payments will be granted in appropriate circumstances, e.g. terminal/critical illness or death of one of the parties to the mortgage, or if there are other exceptional circumstances which are due to change and mean a customer's short term cash flow is causing them an issue.

At the end of the concession the customer will be expected to resume paying their CMS and any shortfall will be treated as arrears. An arrangement to repay any shortfall/arrears will need to be agreed, which is affordable to the customer.

10.6. All Arrangements

When an arrangement has been agreed with a customer, adequate information about the terms of this arrangement will be set out in writing to help the customer understand the implications of the arrangement. The customer will be given a reasonable period of time to consider the proposal and have a right to change their mind. They will also be encouraged to obtain free independent debt or financial advice.

The letter confirming the terms of the arrangement will include:

- amounts and dates payable;
- payment method, and
- consequences of not maintaining the arrangement.

If a customer's proposals are not acceptable, resulting in the arrangement being declined, a letter will be sent confirming:

- details of the proposals;
- the reason the arrangement has been declined, and
- next steps.

Should any arrangements fall outside of a collector's mandate; these will be reviewed by their Team Leader and above, subject to the applicable mandates. Arrangements are agreed based on a customer's individual circumstances and, where necessary, following an income and expenditure assessment. Arrangements are reviewed periodically where necessary. Possession proceedings will not start until the Collections Manager has concluded that no arrangement is likely to succeed.

Where the product allows, CCFS will consider agreeing a change to the due date and/or payment method where it is more convenient for the customer.

Whilst Direct Debit is the preferred method of payment, where customers have a valid reason not to pay by this method, they are encouraged to contact the Collections Team direct to discuss this and agree an alternate method of payment.

If CCFS is unable to consider a change to the contractual due date, if a customer cannot pay on the payment due date, alternate payment dates can be arranged, as long as it is within the same calendar month; this will be set up by using an alternate due date or as a formal arrangement on the Collections System.

In the case of an arrangement being broken, a letter will be sent to the customer informing them of the broken promise and telephone contact with the customer(s) will be attempted to establish the reason for the payment not being paid as agreed. The letter will inform the customer that a possession claim may be commenced if the arrangement is not brought up to date within 15 business days.

Where the DWP are making Support for Mortgage Interest (SMI) payments to an account and there is a shortfall, the customer will be encouraged, after an Income and Expenditure assessment, to make up the shortfall payment. If the customer is unable to maintain the shortfall payment then the account will be reviewed on a monthly basis and individually assessed as to the next course of action or an appropriate forbearance arrangement may be agreed dependant on the specifics of the account.

Where a customer has taken out mortgage protection insurance (MPI) details of the policy will be requested, to include the amount of cover in place, the length of time the cover is eligible for and any exclusion periods. Should the MPI fail to cover the current CMP, the customer will be encouraged to make up the shortfall once an Income and Expenditure assessment has been carried out. If it is not feasible for the customer to do this, then the account will be individually reviewed and assessed before any action is taken, and a concessional arrangement may be agreed.

11. Loan Modification

There are certain circumstances under which a customer may request a loan modification or for us to apply forbearance by allowing them to pay less than the amount due.. If it is established that a loan modification may be a remedy for the arrears, the account will be referred to the Collections Manager.

Before any modification/concession is considered, a full assessment of the customer's circumstances must be conducted to establish:

- the reason for the arrears or request;
- their current circumstances;
- the short, medium and long term outlook and potential for future recovery and repayment of the arrears;
- income and expenditure, and
- affordability.

It may also be necessary to obtain bank statements and a valuation of the property before being able to consider any such requests.

The Collector will discuss all the available options with the customer in order to agree the most appropriate option.

Where there is a request to pay anything other than the contractual payment, the account needs to be referred to the Collections Manager with a full case summary of the circumstances, including income and expenditure affordability assessment and long term outlook, to consider whether forbearance is to be applied. No account can move into a forbearance strategy without approval of the Collections Manager or above.

If any modification request is declined, the rationale for the decision will be recorded on the account record and the customer notified in writing confirming the reason for the refusal.

11.1. Capitalisation of Arrears

Section 11.1 below describes how we deal with what we refer to as a 'standard' capitalisation which is a means of clearing arrears from an account as a 'one-off' exercise. Given the criteria required for a standard capitalisation (as described below), CCFS would not normally expect there to be more than one standard capitalisation during the life of a mortgage.

Where CCFS allows some other forbearance to a customer (as described in the other parts of Section 11), so as not to cause the customer's credit record to deteriorate, it does not class any 'forborne' payments as arrears. Instead, any unpaid amounts are added to capital at the end of a period of forbearance and we refer to this as a 'Repayment Capitalisation'.

Capitalising the arrears means adding the arrears balance to the total capital balance outstanding on the mortgage/loan and recalculating the CMS. The amount of the arrears will be repaid over the remaining term and, as a result, this will increase the amount of interest paid and the CMS for the remaining term.

Capitalisation is provided selectively to those cases where the recovery of historical arrears or monies due under the contract is not possible and capitalisation is the only option realistically available to assist the customer.

This type of modification may be appropriate where the customer has demonstrated a sustained ability, intent and track record (for a period of at least 12 months) to pay their CMS and the affordability assessment demonstrates the revised monthly payments can be maintained over the term of the mortgage.

Arrears will not automatically be capitalised; and arrears on the account must not have been capitalised previously. The customer(s) will receive a letter making them aware of the overall impact of the change, including the additional interest that would be charged over the term of the mortgage. All parties to the mortgage will need to sign to accept the impact of capitalisation before any changes are made.

11.2. Term Extension

The option to extend the term is only appropriate for customers with a repayment mortgage; this would be of no benefit to a customer on an interest only mortgage as their payments would not change.

A term extension on a repayment mortgage will reduce the customer's CMS but will increase the length of time over which they will be repaying and the total amount repayable over the term will increase. However, this type of modification may be appropriate where the reduced CMS suits the customer's current financial circumstances.

An affordability assessment will be carried out based on the current payment rate and, where appropriate, any known or expected changes including retirement will be considered, with a view to ensuring where possible the repayments will be sustainable over the life of the mortgage.

Where the term is extended during a period of temporary financial stress, a review and follow up process will be put in place to support the recovery of the account back on to a shorter term, subject to the individual circumstances of the customer, once the period of financial stress has ended.

11.3. Conversion to Interest Only

The option to convert to interest only terms, either permanently or temporarily, may be appropriate for customers during periods of financial stress. Clearly this would only be applicable to customers whose mortgage is currently on a full repayment or part repayment type, as the conversion would provide a reduction in the customer's monthly payment, giving them the opportunity to manage their current financial circumstances. However, the customer's circumstances will need to be assessed to determine whether it is appropriate to use this type of forbearance to avoid the mortgage moving into a long term non-sustainable position.

11.4. Permanent Conversion

Conversion to interest only will reduce the customer's CMS but their payment will only cover the interest owed; should the customer convert to this repayment method permanently, the outstanding balance will need to be repaid at the end of the term. In these circumstances, the customer will need to be able to provide CCFS with sufficient evidence to assess that a credible capital repayment strategy is in place and that they can afford the interest only repayment plus the cost of the proposed repayment strategy, taking into account any known future changes to the customer's personal financial circumstances (such as retirement).

This would only be an option in limited circumstances and if considered appropriate, customers will be asked to seek independent financial advice as to whether this is suitable for them and to determine how they will repay the capital balance at the end of the term.

11.5. Temporary Conversion

Where a temporary conversion to interest only is being considered, to support a period of financial stress, if affordability allows for repayment above the interest only element, a different forbearance approach will be considered to maximise repayments and minimise the longer-term impact on the customer.

An active review process will be put in place to work with the customer to transfer the mortgage back on to sustainable repayment terms within a reasonable timeframe that is appropriate to the customer's individual circumstances.

Where it is apparent the period of financial stress is long term, the process of review and extension of forbearance facilities will be provided appropriately to ensure that the customer is fully supported, at the same time, returning the mortgage back to a sustainable position will remain the key goal to minimise the long-term risk of home loss.

A temporary Conversion to Interest Only would normally only be agreed for a period of no longer than 4 months and not more than three times in a 12 months period. If an extension, or longer period is requested this will be subject to a full review of circumstances and an up to date income and expenditure assessment, before referring to the Collections Manager for consideration. At the end of the temporary interest only period, CCFS will process a Repayment Capitalisation in respect of

the shortfall between the monthly payments made and the CMS. There will be no more than three repayment capitalisations in a 12 month period.

An extension would not be agreed if the customer's situation is not likely to improve or there is clear indication that the customer will not have the affordability to return to contractual terms.

11.6. Payment Holiday

In some circumstances it may be appropriate to consider a Payment Holiday, whereby payments due are suspended for a period of time, although interest will still be charged. This approach will be adopted where it is clear the customer has a lack of affordability in the short term, but is taking steps to address matters. An active review process will be put in place to work with the customer to transfer the mortgage back on to sustainable repayment terms within a reasonable time frame that is appropriate to the customer's individual circumstances.

At the end of the Payment holiday, the payment will be recalculated to include the underpaid amount over the remaining term.

A Payment Holiday would normally only be agreed for a period of no longer than 4 months and not more than three times in a 12 months period; if an extension, or longer period is requested this will be subject to a full review of circumstances and an up to date income and expenditure assessment before referring to the Collections Manager for consideration. At the end of the payment holiday, CCFS will process a Repayment Capitalisation in respect of the forborne monthly payments. Unless exceptional circumstances, which will be fully documented, there will be no more than three repayment capitalisations in a 12 month period.

An extension would not be agreed if the customer's situation is not likely to improve or there is clear indication that the customer will not have the affordability to return to contractual terms.

11.7. Forbearance – General Principles

Forbearance will not be considered where it is clear the customer's situation is not likely to improve, or where the customer is clearly not taking steps to deal with their financial difficulties.

Where forbearance is due to bereavement and/or property sale, extensions will be considered without a full affordability assessment on every occasion, as it is known at the start of the process that the outcome will be redemption. However, if through regular reviews, progress is not as CCFS would expect then an extension will not be agreed.

The application of a forbearance strategy is always on a case by case basis and therefore a bespoke approach can be applied where applicable but this will always be subject to management approval and ongoing oversight at each point of review.

12. Vulnerable Customers

During discussions with customers or third parties that have authority to deal with the account, CCFS may identify that the customer may be deemed vulnerable or have sensitive issues; these could fall into the following categories (although the list is not exhaustive):

- serious illness;
- terminal illness;

- other disability;
- mental health issues;
- threats of suicide;
- elderly and infirm;
- immediate family bereavement;
- addiction;
- language barrier, or
- customers in the public eye.

Any of the above scenarios could impact on a customer's financial ability to pay; these cases will be assessed individually, treated sensitively and may be assigned a case manager. It may be necessary to ask for medical evidence from a health authority/GP before a decision can be made on the course of action required.

Customers will be informed as to where the information will be recorded and that it is to ensure other collectors have access to the information so that the customer does not have to continually explain their circumstances; information will be clearly detailed in the contact logs and also on the vulnerability section on the servicing system.

In some cases, where authority has been obtained from the customer it may be necessary to liaise with a professional body/carer/Attorney/Receiver or an independent person who is able to act on their behalf. These accounts may be removed from Collections strategy for manual reviews.

CCFS will ensure that all team members have appropriate training to deal with these cases in order to treat customers sympathetically and show empathy whilst ultimately still trying to bring the account back on to sustainable terms.

For customers with mental health problems CCFS will give consideration to the guidance provided by the Money Advice Liaison Group. The Debt & Mental Health Evidence Form (DMHEF), along with the appropriate Consent Form, may be sent out to an appropriate health or social care professional who can provide information in a clear, relevant and comprehensive standard format, as appropriate to each given situation.

Communications can be tailored to deal with customers who may have visual or hearing impairments.

Where sensitive circumstances exist, details will be prominent on the servicing systems ensuring the account is dealt with sensitively, and where necessary, the Collections Manager will be kept informed at all times.

13. Legal proceedings

Despite all reasonable attempts made to resolve the situation with a customer, there are occasions when litigation action is the only course of action that is appropriate, with the aim being to secure a possession order.

Examples being, but not limited to:

- No response to letters, calls and TPA visits.
- Persistent failure to maintain payment arrangements.

- Previous legal action has been adjourned, with arrears being cleared/reduced, but payment subsequently not maintained.
- Deceased, sole named account with Personal Representative not being responsive to letters and calls over a prolonged period of time, with no clear evidence as to how the account is to be redeemed.
- Term expiry with lack of cooperation with customer to enter dialogue as to how the mortgage is to be redeemed.

Litigation action should be considered at the earliest appropriate opportunity to prevent further unnecessary financial loss to the customer, unless there are other circumstances which mean that proceedings are not appropriate in line with the requirements of the Mortgage Possession Pre-Action Protocol (or its Scottish equivalent) and taking into account the principles of TCF.

CCFS will consider not starting proceedings where the customer has made a genuine complaint to the Financial Ombudsman Service (FOS) about the potential possession claim. If CCFS decides to proceed without waiting for a decision from FOS, this will be explained in writing to the customer.

Other circumstances where proceedings may not be commenced are listed below, although this list is not exhaustive:

- Property being actively marketed and dialogue with the customer is positive and ongoing – (this could be irrelevant of the equity position).
- Cases whereby vulnerability is evident, typically terminal illness, and proceedings are considered inappropriate.
Deceased cases where there is constructive contact with Personal Representatives as to the way forwards.

CCFS endeavours to continue to try and make contact, or maintain contact, with customers throughout the legal proceedings process to ensure that customers are fully aware of the next steps and the implications of an increasing arrears position. CCFS aims to ensure that customers have the opportunity to make payment to either clear the arrears or reduce them to a level where proceedings would not be continued. In addition, if contact is made and arrears are not cleared in full, where appropriate, agents will look to discuss any arrangement to pay proposals (which could be secured through the courts).

Court Orders will not be used as a means of ‘disciplining’ customers to keep to existing arrangements, or as a means of gaining contact with the customer. Proceedings are considered to be the next step to try and reach a reasonable solution, with a view to avoiding repossession.

A decision to take steps to repossess a customer’s property cannot be taken without the specific authority of a Team Manager or above, who will review the case to be satisfied that this course of action is a last resort and all other options have been considered and exhausted.

14. Court Order Monitoring

CCFS continues to maintain contact after an order is granted, whether suspended or outright, and will endeavour to come to an arrangement with the customer up to the point of repossession, which will only take place as a last resort, where the customer has been unable to maintain the payments, an arrangement could not be made, the customer is unwilling to maintain payments, or contact could not be made with the customer.

Prior to an eviction, CCFS will issue the customer with a written update of all information prescribed by MCOB, including the action that will be taken with regard to repossession and they will be informed to contact their local authority to establish whether they are eligible for re-housing.

Where it is identified at a late stage that there are tenants in the property the solicitors acting for CCFS will ensure that the requirements of the Mortgage Repossessions (Protection of Tenants etc.) Act 2010 are complied with.

If repossession has taken place the solicitor dealing with the litigation on behalf of CCFS will instruct an Asset Manager who will maintain contact with the customer to ensure they are aware of developments that are likely to affect them at all times; this will be overseen by CCFS to ensure there is a strong relationship between the Asset Manager and the solicitor.

Possession of a property may be obtained in three ways:

- by Court Order;
- by Voluntary Surrender, or
- by Abandonment.

15. Buy To Let Mortgages

Where the mortgage is a Buy To Let (BTL), CCFS will adopt the same approach to early arrears as a residential mortgage, in terms of issuing letters, making calls and sending SMS text messages, and emails, with a view to making an arrangement with the customer to repay the arrears. This includes instructing TPAs to visit the correspondence address, to try and establish contact, and the security address to establish occupancy and gather the following information:

- Ascertain the names of the people living at the property.
- Obtain details of the tenancy agreement, (including obtaining a copy of the agreement if possible).
- Ascertain the letting agent's details (address, contact numbers, name if an individual or name of Company letting agent).
- Provide details as to the condition of the property, whether it is for sale, and an estimate of its value.
- Obtain contact details of our customer.

Where there is no contact, or an arrangement fails, a Formal Demand will be issued, followed by a letter informing the customer that a Law of Property Act Receiver (Receiver) will be instructed within 14 days, the implications of this action and the fees that could be incurred.

Where receivership is contemplated, careful consideration will be given as to whether it is the most appropriate resolution. Use of a Receiver will not be automatic following a Formal Demand, as it will depend on who is occupying the property. The case will be referred to the Collections Manager for approval, for guidance on next steps to be taken. Note that there is no equivalent of a Law of Property Act Receiver in Scotland, and therefore legal action will be pursued through the decree (court order) process

Although appointed by CCFS the Receiver acts as the agent for the customer, any existing tenancy (whether authorised or not) will be binding upon the Receiver, even if it is in breach of the terms of the mortgage, since the Receiver is the agent for the customer.

Once appointed the Receiver will confirm the validity of the appointment by way of a letter of acceptance to the customer, tenant and CCFS.

CCFS should be sensitive to the tenant's situation, respecting the fact that as a result of the customer's actions, the tenant may lose his home.

The Receiver will carry out an assessment as to whether the net income stream from the property, after deduction of costs, is sufficient to maintain the mortgage. They will also consider the condition of the property and any potential maintenance issues. On collating further information in regards to ground rent/service charge, local rental market and property values, they will submit an Exit Strategy Report to CCFS making their recommendation as to their proposed action, which may include continuing to let and collecting rent to reduce the mortgage balance.

CCFS will decide whether or not to proceed with the LPA Receiver's recommendation.

If there are tenants in the property, that neither produce nor have any evidence of a tenancy, the Receiver will commence action against those that are in occupation and seek to have them evicted. The Receiver will provide an estimate of costs of any likely legal action and this should be considered in accordance with the mandates. The customer will be advised of the intended course of action by the Receivers.

If there are tenants in the property who provide their tenancy documentation, but the rental income after costs is insufficient to maintain the mortgage, the Receiver will give consideration to serving statutory notice to vacate upon the tenant.

If the property is vacant, the Receiver may secure possession of the property and pass the property to the Asset Manager to take the vacant property into possession. Management of the account will then fall into the Asset Management process.

16. Assisted Sales

Where no reasonable payment arrangement can be agreed, and the customer is actively trying to sell the property, consideration may be given to supporting them with an assisted sale, allowing them to remain in the property for a reasonable period of time to sell the property as an alternative to repossession.

CCFS will work with the customer to understand the details of the sale irrespective of whether a buyer has been found. This option will be considered even where the expected sale proceeds would be insufficient to clear the mortgage/loan as this would be preferable to eviction.

17. Marketing of the Property

Once the property is in possession, the Asset Manager will obtain 3 independent valuations. An estate agent will then be instructed who will prepare all sale particulars including a marketing strategy and the recommended asking price.

The initial market price will usually be agreed by CCFS taking into account the established valuation (EV) being the average of the professional valuations carried out, and the views of local estate agents. Consideration will be given to the number of other properties for sale at the same price in the same location and the general market conditions. If there are issues for a particular area an alternative marketing strategy may be appropriate.

CCFS will review the sales particulars and any internet advertising to ensure that the property is being appropriately marketed with a view to achieving the best price.

If after 12 weeks, the property remains un-sold, the Asset Manager may be instructed to carry out an assessment by obtaining a new valuation report carried out by a different panel valuer from that used at possession, 2 auction house appraisals and a new appraisal of the property from a different estate agent.

The Asset Manager may recommend whether a further price adjustment is appropriate, if the property should be placed into an auction, if any incentive could be offered to induce an offer or if any further repairs or improvements should be considered to improve marketability. CCFS will look to obtain the best price taking account of factors such as market conditions as well as the continuing increase in the amount owed by the customer.

Once the property has been sold, where the proceeds of the sale are less than the debt at redemption, the solicitor completing the sale will be required to inform the customer in writing within 28 days of completion. Arrangements can be made with the customer to repay the outstanding debt; this can consist of full and final settlement, payment arrangement or a charging order if applicable.

Should there be a surplus at redemption (once all costs etc. have been paid) and no further charges exist, the funds will then be returned to the customer. Where a property has been abandoned and the customer cannot be contacted, the solicitor will make attempts to trace the customer. Where the customer cannot be reached after several attempts, the funds will be lodged by the solicitor with the courts.

Where subsequent charges exist, the solicitors will arrange to send all surplus funds at redemption to the next charge holder or their acting solicitors for distribution to those entitled.

18. Interest and Statements

If an account is in arrears, interest is applied on the same basis as the original mortgage or secured loan as if the customer was not in arrears.

When an account first enters arrears an initial arrears statement will be sent followed by quarterly arrears statements, once an account reaches 2 or more months' arrears, informing the customer of any arrears charges until the account is brought up to date.

19. Charges and Fees

MCOB12 (Charges) confirms that Principle 6 requires a firm to pay due regard to the interests of its customers and treat them fairly; CCFS ensures that charges are transparent to customers in particularly those experiencing financial difficulty and that excessive and/or unfair charges are not made.

At completion of their mortgage/secured loan, and annually with their statement, customers will receive a copy of CCFS' Tariff of Mortgage Charges, which sets out the fees and charges that they may pay if they fall into arrears. The customer will also be made aware of the Tariff of Mortgage Charges at the time of the initial arrears letter and Money Advice Service information being sent. Any chargeable letter sent to the customer will also confirm the fee incurred.

CCFS applies an activity based charging structure, which it believes levies lower fees to a customer facing financial difficulty than a monthly charging structure, and means a fee will only be applied if the customer fails to make a payment under the terms of an arrangement, and CCFS then has to write to the customer or attempt to call them by telephone. A fee will also be applied if no other action has been taken due to non-payment, and the customer has failed to respond to letters or calls. Fees will not be applied if the customer has responded and an arrangement has been agreed and is being maintained.

In addition, a customer will not be charged more than two arrears or possession fees (ignoring returned cheque fees) in a month, or if they have made a minimum of the monthly payment in a month in which an arrears fee is applied, despite not replying to calls and letters. This is managed by way of monthly exception reporting with fees being reversed that have been automatically applied contrary to this principle.

Other fees that may be incurred include:

- **Third Party Associate Fees** - The customer will be informed of this before instruction and the fee will be debited to the account upon completion of the report.
- **Litigation Fees and Charges** - At commencement through to possession legal fees/disbursements will be debited to the account – customers will be informed about the potential costs involved in the initial arrears letters and with formal demand letters, all of which are sent prior to legal action being commenced.
- **Repossession Charges** - The account will continue to accrue interest, fees and charges whilst in possession and during the property sale process; any costs incurred will then be deducted from the sale proceeds. A completion statement will be sent to the customer's last known address within 28 days of completion.

Where the customer pays by direct debit, if attempts to collect the payment by direct debit continue to be rejected for two consecutive months, CCFS will consider whether this method of repayment remains suitable for the customer and whether to suspend future direct debit requests to avoid customers incurring further charges. CCFS will make reasonable efforts to contact the customer to discuss whether the method of payment remains suitable.

CCFS' Tariff of Mortgage Charges is subject to regular reviews in line with regulatory and industry guidelines to ensure the fees reflect a reasonable calculation of the additional administration costs of the work undertaken. This is supported by a fees justification exercise.

20. Unpaid Ground Rent and Service Charges

CCFS may be notified by the freeholder/lessor/managing agent of outstanding amounts due under a lease. In order to protect the security it may be necessary to consider paying such amounts (if the customer fails to do so) and adding them to the mortgage balance.

Before considering such action, CCFS will write to the customer, making them aware of the amount outstanding and asking them to make contact with the freeholder/lessor/managing agent to agree an arrangement,

They will be informed that in the absence of being advised of an unresolved dispute, CCFS may make the payment and add the amount to the mortgage balance, together with any fees incurred, which will result in additional interest being charged and a revised monthly payment to take into account the increased balance. The additional monthly payment for the amount added will be

calculated on a capital and interest basis to ensure the amount is repaid within the mortgage term, unless an alternative payment plan is agreed with the customer.

For second charge loans CCFS will ask the freeholder/lessor to write to the first charge holder for payment failing which CCFS will consider making payment in the same way as detailed above.

The customer will be informed of this upon receipt of the first notification of an outstanding amount.

Where there are repeated requests to pay ground rent or service charges, customers will be made aware that the amounts may be added as arrears, and if the amount remains unpaid legal action may be taken.

21. Record Keeping

CCFS will retain a record of all its dealings with customers that are in arrears or who have a sale shortfall. The record will include a recording of all telephone conversations between CCFS and the customers, which discuss the sums due and will record the justification for a decision to offer a particular option. Computer notes will be an accurate reflection of the original information provided; and not subject to unauthorised alteration.

The records will be retained for six years from the date of redemption.

22. Management Information

A management information (MI) pack is circulated on a monthly basis to CCFS Executive and Senior Management, which includes a qualitative analysis of key issues by means of an Executive Summary, in addition to Forbearance/Impairment and TCF dashboards being presented to CMC, ORMC and CRMC.

The MI pack covers:

- Special Servicing MI (e.g. number of accounts and balances);
- Primary Servicing Data;
- Complaints;
- TCF MI with qualitative measures to demonstrate that CCFS is treating customers fairly;
- quality control (e.g. monitoring of third party suppliers against contractual obligations);
- Forbearance and Impairment MI, dashboards which detail the use of any forbearance approaches, including those denied and in progress, and monitoring the performance of cases after the forbearance period has expired, and
- Cases that are considered susceptible to Financial Difficulties and also with impairment indicators, including the number of impairments each month.

The MI and packs are reviewed on a monthly basis where any key issues/trends identified are discussed and actions agreed for any changes to process or procedures.

23. Personal Authorities Relating to Management of Accounts in Arrears or Possession and Primary Servicing

To ensure there is adequate oversight and control over management of all mortgages/loans a mandate structure is in place which details the minimum level required to agree specific actions. Line management to whom the jobholder reports hold the same level of authority unless specified separately.

These authorities apply to all brands in the CCFS group. The authorities applicable to Clients' assets are detailed within the individual Clients' mandate structure within the relevant Servicing contract.

23.1. Senior Authority Levels

Document or Transaction	Level of Authority	Held By
Amending authorities contained within this document		CCFS Board
Document or Transaction	Level of Authority	Held By
Agree payment of service charge/ground rent to avoid loss of security	Up to £2,500	Collections Team Manager
	Up to £5,000	Collections Manager
	Up to £10,000	Director of Collections & Recovery
	Over £10,000	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Approval of solicitors fees outside standard levels	Fees up to £1,000	Collections Manager
	Up to £5,000	Director of Collections & Recovery
	Up to £10,000	Director of Collections & Recovery or Director of Legal and Compliance
	Over £10,000	Any 2 of Director of Collections & Recovery/Director of Legal and Compliance and Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Approval of private shortfall sale	Up to £5,000	Collections Manager
	Loss Up to £10,000	Director of Collections & Recovery
	£10,000 to £20,000	Chief Operating Officer
	Over £20,000	2 Executive Board Members
Document or Transaction	Level of Authority	Held By
Sale of property in possession	Amounts Over EV	Asset Manager Mandated Individual
	Down to 90 % of EV	Collections Manager

	Down to 80% of EV	Director of Collections & Recovery
	Below 80% of EV	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Agree reduction in asking price	Down to EV	Complex Team Manager
	90% of EV	Collections Manager
	Down to 80% of EV	Director Of Collections & Recovery
	Below 80% of EV	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Authorising essential repairs or improvements to properties in possession	Not exceeding £200	Asset Manager Mandated Individual with 2 quotes
	Not exceeding £500	Complex Team Manager with 2 quotes
	Up to £2,5000	Collections Manager
	Up to £5,000	Director of Collections & Recovery
	Over £5,000	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Authorise sale of property in possession at auction		Director of Collections & Recovery
Document or Transaction	Level of Authority	Held By
Agree settlement of litigation where mortgage debt has been written off		Director of Collections & Recovery
Document or Transaction	Level of Authority	Held By
Authorise litigation action in pursuit of shortfalls on possession		Director of Collections & Recovery
Document or Transaction	Level of Authority	Held By
Agree settlement of costs in respect of shortfall litigation cases		Director of Collections & Recovery
Document or Transaction	Level of Authority	Held By

Authorise acceptance of offers received from Borrowers in full and final settlement of any shortfall relating to properties in possession	Offer representing 75% or more of shortfall amount	Collections Manager
	Offer representing 50% to 75% of shortfall amount	Director of Collections & Recovery
	Offers less than 50%	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Authorise acceptance of offers received from Borrowers in full and final settlement of any shortfall relating to properties in possession	Offer representing 75% or more of shortfall amount	Collections Manager
	Offer representing 50% to 75% of shortfall amount	Director of Collections & Recovery
	Offers less than 50%	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Authorise Loan Modification – Temporary Conversion to Interest Only and Payment Holidays		Collections Team Manager
Document or Transaction	Level of Authority	Held By
Authorise Loan Modification – Capitalisation of arrears	Min of CMS received consecutively for 12 months & not capitalised previously	Collections Manager
Document or Transaction	Level of Authority	Held By
Authorise Loan Modification – Term extension		Collections Manager
Document or Transaction	Level of Authority	Held By
Authorise Loan Modification – Assisted Sale	Where there is no write-off	Collections Manager
	Where there is a write-off	Refer to Approval of private shortfall sale mandates

Document or Transaction	Level of Authority	Held By
Appointment of LPA Receivers		Collections Manager
Document or Transaction	Level of Authority	Held By
Agree property disposal strategy with LPA Receivers		Collections Manager
Document or Transaction	Level of Authority	Held By
Waiving/Re-crediting Fees	Up to £45	Senior Collections Associate
	Up to £100	Technical Associate
	Up to £250	Collections Team Manager/Primary Servicing Team Manager
	Up to £500	Collections Manager/Primary Servicing Manager
	Up to £1000	Director of Collections & Recovery
	Over £1000	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Refund of Payments	Up to equivalent of 1 x CMS	Collections Team Manager
	Over 1 x CMS	Collections Manager
Document or Transaction	Level of Authority	Held By
Second Charge Approval		Collections Manager

23.2. Collector Authority Levels

Document or Transaction	Level of Authority	Held By
Lump Sum Arrangements	Up to 28 days from due date	Collections Associate
	Up to 60 days in the future	Collections Team Manager
	Greater than 60 days in the future	Collections Manager
Document or Transaction	Level of Authority	Held By
Additional Payment Arrangements	Up to 24 months	Collections Associate
	Up to 36 months	Collections Technical Associate
	Up to 48 months	Collections Team Manager
	Up to 60 months	Collections Manager
	Over 60 months	Director of Collections & Recovery
Document or Transaction	Level of Authority	Held By
CMS Only Arrangements	Minimum CMS for up to 4 months	Collections Associate
	Minimum CMS for up to 6 months	Collections Technical Associate
	Minimum CMS for up to 8 months	Collections Team Manager
	Minimum CMS up to 12 months	Collections Manager
Document or Transaction	Level of Authority	Held By
Concessional Arrangements – Above Interest Only	Minimum 75% of CMS – 3 months (on one occasion in the last 2 years without referral)	Collections Associate
Document or Transaction	Level of Authority	Held By
Instruct Third Party Associate		Collections Associate

Document or Transaction	Level of Authority	Held By
Authorise litigation action to commence		Collections Team Manager
Document or Transaction	Level of Authority	Held By
Authorise "Adjourn" Court Hearing	Arrears reduced to below 2 months	Collections Technical Associate
	Arrears remaining above 2 months	Collections Team Manager
Document or Transaction	Level of Authority	Held By
Agree to Court Order being set aside	All	Collections Manager
Document or Transaction	Level of Authority	Held By
Authorise enforcement of Court Order		Collections Manager
Document or Transaction	Level of Authority	Held By
Authorise solicitors to obtain Warrant of Restitution		Collections Manager
Document or Transaction		Held By
Authorise instruction for Application to Suspend Eviction		Collections Team Manager
Document or Transaction	Level of Authority	Held By
Authorise cancellation of Eviction		Collections Team Manager
Document or Transaction	Level of Authority	Held By
Authorise Voluntary Surrender / Vacant Possession		Collections Manager

23.3. Primary Servicing Mandates

Document or Transaction	Level of Authority	Held By
Waiving Administration fees (including ERC's)	Up to £250	Servicing Team Manager
	Up to £500	Operations Manager
	Up to £1000	Director of Collections & Recovery
	Over £1000	Chief Operating Officer
Document or Transaction	Level of Authority	Held By
Waiving redemption shortfalls	Up to £100	Senior Technical Associate
	Up to £250	Servicing Team Manager
	Up to £500	Operations Manager
	Over £500	Director of Collections & Recovery
Document or Transaction	Level of Authority	Held By
Transfer of Equity	All	Operations Manager
Document or Transaction	Level of Authority	Held By
Complaints Compensation	Up to £50	Team Manager
	Up to £250	Operations Manager or Collections Manager
	Up to £1000	Director of Collections & Recovery
	Over £1000	Chief Operations Officer
Document or Transaction	Level of Authority	Held By
Change of Term (reduction)	With I&E demonstrating affordability	Operations Manager or Collections Manager
Document or Transaction	Level of Authority	Held By
Change of Term (extensions) No Arrears	All	Operations Manager

Document or Transaction	Level of Authority	Held By
Change of Repayment Method (C & I to I/O) Change of Repayment Method (I/O to C & I)		Refer to Collections Operations Manager
Document or Transaction	Level of Authority	Held By
Product Switches		Operations Manager
Document or Transaction	Level of Authority	Held By
Consent to Let	No Arrears on the Account	Servicing Team Manager
	Account in Arrears	Collections Team Manager
Document or Transaction	Level of Authority	Held By
Part Release of Security	STL – in line with planned Exit	Operations Manager
	In line with Lending Policy	Director of Collections and Recovery
Document or Transaction	Level of Authority	Held By
Porting		Operations Manager or Collections Manager
Document or Transaction	Level of Authority	Held By
Releasing Charge at Land Registry		Securities Team Member
Document or Transaction	Level of Authority	Held By
Lease Amendments		In accordance with Lending Mandates

Complaints Manual

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1. Version Control

Date	Version	Revision	Owner	Approval Ref
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12/11/08	1.0	Initial version	Sarah Friend	
12/08/09	2.0	Updated	Dianne Malsbury	
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February 2019	13.0	The definition of an ‘eligible complainant’ has been extended to include small businesses and Guarantors- Section 3.2 Authorised Push Payment Fraud Complaints- Section 10 Compensation: defined process where interest is paid as compensation- Section 5.7		

2. Annual Review Record

Next Review Date	Date Review Completed	Reviewer Name
e.g. 3/03/10		
03/08/12	20/08/12	Claire Spilsbury
20/08/13		Claire Spilsbury
01/08/2014	04/08/14	Julie Patrick
01/08/2015	01/03/2016	Julie Patrick
01/08/2016	11/07/2016	Julie Patrick
01/08/2017	19/09/2017	Julie Patrick
August 2018	12/09/2018	Salima Akhtar
February 2019	06/02/2019	Salima Akhtar

3. Introduction

As a firm regulated by the Financial Conduct Authority (FCA), Charter Court Financial Services Limited (CCFS) and those of its clients who are also regulated by the FCA are required to comply with its Dispute Resolution sourcebook (DISP) on complaint handling and the Financial Ombudsman Service (FOS) arrangements. CCFS encourages clients to adopt the procedures set out in this manual whether they are regulated by the FCA or not. This Manual applies to all customers of CCFS; the savings business (Charter Savings Bank - CSB) is outsourced to Newcastle Building Society who have similar processes in place and detailed in the CSB procedure guide which enables reporting and root cause analysis to be produced in a similar format.

DISP provides detail on the required complaint handling procedures, including the process and time limits that must be adhered to. These procedures are designed to ensure that complaints are handled fairly, effectively, promptly and free of charge, and resolved at the earliest possible opportunity thus minimising the number of complaints referred to FOS.

CCFS and its clients are required to publish information regarding their internal procedures for the reasonable and prompt handling of complaints and refer eligible complainants to the availability of this information in writing at, or immediately after, the point of sale; provide such information in writing and free of charge to eligible complainants on request and when acknowledging a complaint. CCFS have produced a leaflet 'Handling your Complaints effectively?' to satisfy this requirement. Clients can either choose to adopt this wording or provide their own version.

This manual sets out the arrangements for complaint handling and the procedures we follow when investigating and resolving complaints. It explains, and provides the standards for, how we:

- Receive complaints;
- Respond to complaints;
- Refer complaints to other firms if appropriate;
- Investigate complaints; and
- Notify complainants of their right to go to the FOS.

The procedures are designed to enable CCFS to operate a one stage complaint handling process, obtaining additional information as necessary, to investigate the complaint competently, diligently and impartially.

The current version of this Complaints Manual can be found on the CCFS intranet in the document library in the Compliance 'downloads' section.

The Senior Compliance Manager is responsible for ensuring that the Complaints Manual remains up to date at all times and will review it on an annual basis or sooner if there have been regulatory changes.

Complaints expressing non-compliance with codes, regulation or legislation must be copied to the Director of Legal and Compliance.

The Chief Operating Officer has senior management responsibility for oversight of the group's compliance with DISP.

As part of its annual review of the effectiveness of the Compliance Function, the Board Risk Committee will review the complaint handling procedures and performance in line with these procedures.

3.1 Definition of a Complaint

The FCA defines a *'complaint'* as:

'...any oral or written expression of dissatisfaction, whether justified or not, from, or on behalf of a person about the provision of, or failure to provide, a financial service.....which alleges that the complainant has suffered (or may suffer) financial loss, material distress or material inconvenience'. The customer does not have to specifically use the word *'complaint'* in order for a complaint to be registered and the complaints handling process to be implemented.

We must respond to all such *'expressions of dissatisfaction'* promptly and courteously.

For a complaint to be handled in line with our internal complaints procedures it must also meet the following additional criteria below; as the *'expression of dissatisfaction'* may be made as a result of the customer often wanting to *'get something off their chest'* or provide feedback:

- the person complaining must be an *'eligible complainant'* (see below); **and**
- the complaint must be about an activity or service that we have provided, or failed to provide; **and**
- the complainant must allege that he/she has suffered, or may suffer, financial loss, material distress or material inconvenience. If the customer believes they are out of pocket because of something related to their relationship with us, the matter should be treated as a complaint, even if the customer has not said they wish to complain. *'Distress'* in line with the FOS definition would include upset, embarrassment, anxiety, disappointment, loss of expectation and stress.

See Section 5.5 *'Referring complaints to other firms'* for further details on handling complaints received in relation to the activities or services provided by a third party i.e. intermediary, solicitor or valuer.

3.2 Eligible Complainant

Anyone is entitled to complain to us if they are unhappy with the way in which we have conducted business with them. All complaints received will be recorded in the complaints database and monitored regularly by senior management and Conduct Risk Management Committee. However, only *'eligible complainants'* will be given the opportunity to take their complaint to the FOS and only complaints received from *'eligible complainants'* will form part of the complaints reporting pack. In order to identify these complaints and report them appropriately, complaints from *'eligible complainants'* will be flagged for identification purposes on the complaints database. An *eligible complainant* is defined in DISP 2.7 (so far as relevant to CCFS' business) as follows:

- **a consumer:** any natural person acting for purposes outside his trade, business or profession;
- **a micro-enterprise:** an enterprise (includes individuals, partnerships and limited companies) which employs fewer than 10 *persons*; and has a turnover or annual balance sheet that does not exceed €2 million (c.£1.8m at August 2018);
- **a CBTL consumer:** a borrower with a CBTL Credit Agreement;
- **[From 01/04/19] a small business:** an enterprise which has an annual turnover of less than £6.5 million and; employs fewer than 50 persons or has a balance sheet of less than £5 million;
- **[From 01/04/19] a guarantor:** is not a consumer (as defined in DISP) and has given a guarantee or security in respect of an obligation or liability of person which was a micro-enterprise or small business as at the date that the guarantee or security was given.

In addition, an individual is an eligible complainant if:

(1) they have been identified by the respondent as a politically exposed person, a family member of a politically exposed person, or a known close associate of a politically exposed person; and

(2) their complaint:

(a) is that such identification is incorrect; or

(b) relates to an act or omission by the respondent in consequence of such identification.

Eligible complainants must meet the following criteria; they must:

- be a private individual or business which has a group annual turnover of less than €2 million ; **and**
- be a potential customer; **or**
- be a current customer; **or**
- have been a customer of ours in the past.

In general terms, this means anyone who is:

- an applicant on a mortgage or savings application which is in progress and at any stage; or
- a person or business with a current mortgage or savings account; or
- a person or business with a closed mortgage or savings account.

For this purpose 'mortgage' means residential, Buy-to-Let (BTL) or CBTL loans. Professional BTL Landlords would be treated as a 'micro enterprise'; non-professional BTL Landlords would be treated as 'consumers'.

An '*eligible complainant*' may appoint someone to act on their behalf to raise the complaint. For example, a complaint may be brought to us on behalf of the complainant by a relative, a financial intermediary, solicitor or executor. Where this is the case, we will treat the complaint as if it has been raised by the '*eligible complainant*' directly and in accordance with the policy and procedures specified in this manual.

4. Complaint Management & Responsibilities

4.1 Objective

To ensure that employees are aware of complaint handling requirements and their responsibilities to resolve the situation swiftly to the complainant's satisfaction.

4.2 The Company

- making adequate arrangements for the capture and processing of complaints in a compliant manner;
- collating and submitting half yearly reports to the FCA detailing the number and type of complaints received and closed within each reporting period; and
- collating and submitting reports to clients in the format and timescales agreed;
- publish complaints data on Company website

4.3 Chief Operating Officer

The Chief Operating Officer is responsible for:

- ensuring sufficient resources are allocated to complaint-handling;

- exerting pressure on other parts of the business to take appropriate action where failures elsewhere are leading to complaints;
- reviewing complaint MI and assessing whether it is fit for purpose. Specifically the MI should be robust and detailed enough to allow meaningful root cause analysis to be carried out in the first line in accordance with FCA rules, and to enable CCFS to be sure that it is treating its customers fairly; and
- Reviewing MI and assessing whether appropriate actions are taken in response to the results of root cause analysis and the outcomes highlighted.

4.4 Senior Compliance Manager

The Senior Compliance Manager is responsible for:

- overseeing the ongoing development of the Complaints Manual;
- establishing and implementing 2nd line oversight of operation of these procedures;
- communicating and reporting to the Conduct Risk Management Committee;
- providing guidance, advice and support to employees on management of complaints;
- promoting 'on the spot' resolution within business areas;
- commissioning appropriate training;
- overseeing the record of complaints made, the procedure followed and the outcome;
- analysing any patterns in determinations by the FOS which might impact complaints received by the firm;
- relaying relevant determinations made by the FOS to individuals who handle complaints;
- ensuring lessons learnt as a result of determinations by the FOS are effectively applied;
- analysing guidance produced by the FCA, other relevant regulators and the FOS and communicating it to individuals dealing with complaints;
- dealing with correspondence from the FOS in an appropriate and timely manner, and
- undertaking quarterly root cause analysis; reporting findings and making appropriate recommendations to the Chief Operating Officer, Conduct Risk and Management Committee and (when appropriate) to clients.

4.5 Senior Managers/Team Leaders

Senior Managers / Team Leaders are responsible for:

- forwarding complaints to third parties (where appropriate) within five business days of receipt;
- undertaking a thorough investigation of complaints ensuring that all concerns raised by the complainant are adequately addressed;
- making recommendations on any action to take following an investigation;
- co-operating with representatives of clients as may be necessary in order to investigate or resolve complaints;
- ensuring the complainant and key people are kept informed at all stages;
- providing a sensitive and professional response, appropriate to the individual needs of the complainant;
- making timely arrangements for the training of team members following their recruitment;
- using the determinations of the FOS and any identified patterns in the determinations in the training and development of team members;
- maintaining the skills and knowledge of team members appropriate to the activities performed;

- monitoring performance of team members in application of the complaint handling policies and procedures;
- demonstrating integrity to ensure that complaints received are reported in accordance with these procedures;
- identifying root causes and deciding whether when discovered, what corrective action should be taken and if so how this should be done, and
- amending processes and/or procedures to address root causes identified.

4.6 Employees

Each employee is responsible for:

- ensuring that no breaches of complaint handling policies and procedures result from their actions;
- reporting all complaints received in accordance with these procedures; and
- ensuring that they have a thorough understanding of internal complaints handling procedures.

5. Complaint Handling Policy

5.1 Treating Complainants Fairly

We aim to deliver a complaints handling process that facilitates a complaint resolution process that is fair to complainants.

We have a listening and learning culture where lessons learned are fed back into the process for driving improvement. Amongst other features our culture will:

- be responsive; encourage feedback and comment and ensure that complaints are acted upon;
- provide effective and efficient means through which complaints can be raised;
- aim to resolve complaints quickly;
- provide an escalation process when necessary;
- ensure lessons learnt as a result of determinations by the FOS are effectively applied;
- recognise complaints as a key factor to improving our services; and
- maintain full, accurate and complete records as well as continuous and frequent communications throughout the complaints process.

5.2 Education and Training

All employees directly involved in mortgage and savings administration activities, regardless of position held, must be made aware of the internal complaints handling procedures and have easy access to the manual at all times. Awareness and training of employees involved in support functions, where there is no direct contact with mortgage and savings customers, is at the discretion of line managers.

Education on internal complaint handling procedures for relevant employees will form an integral part of induction training prior to commencement of duties, or as soon as practicable thereafter.

An assessment of employees' knowledge will occur following Operational Induction training and at regular intervals thereafter ensuring that training records reflect that an assessment has occurred within any 12 month period.

All Operational areas are responsible for defining training requirements for their reporting line (including the relaying of determinations or patterns in determinations by the FOS) and making appropriate and timely arrangements for the training of individual employees.

All customer facing and customer impacting employees will be required to complete an annual mandatory training session on complaint handling.

In the event of a regulatory change, to ensure that staff are able to remain up to date, Compliance will provide guidance where necessary.

5.3 Time Limits

We aim to resolve complaints at the earliest possible opportunity and to keep the complainant well informed of progress to resolution.

Where a complaint is resolved by close of business on the third business day following its receipt ('on the spot') (see 7.1.1) CCFS and its clients are not required to apply the complaint time limit rules or complaint forwarding rules. For the purposes of 'on the spot' complaint resolution, a complaint received on any day other than a business day, may be treated as received on the next business day; and a complaint is resolved where the complainant has indicated acceptance of a response from CCFS or its client, with neither the response nor acceptance having to be in writing.

Once the complainant has indicated acceptance (as detailed above) and both the complainant and CCFS considers the complaint to be resolved, CCFS will issue 'promptly', to the complainant, a 'Summary Resolution Communication' (SRC) in writing which:

- refers to the fact that the complainant has made a complaint and informs them that CCFS now considers the complaint to have been resolved;
- tells the complainant that if he/she subsequently decides that he/she is dissatisfied with the resolution of the complaint that he/she may be able to refer the complaint to the FOS;
- indicates whether or not CCFS consents to waive the relevant time limits in DISP 2.8.2R or DISP 2.8.7R by including the appropriate wording set out in DISP 1 Annex 3R;
- provides the website address for the FOS; and
- refers to the availability of further information on the website of the FOS.

All such information regarding the FOS is to be set out clearly, comprehensibly, in an easily accessible way and prominently, within the text of the SRC.

Where appropriate a SRC may also be sent using other methods of communication where CCFS considers that doing so may better meet the customer's needs; or the customer and CCFS have already been using another method to communicate about the complaint.

Our standards for responding to complaints not resolved 'on the spot' are set out in the table below:

Time Limit	Procedure Action
4 - 5 business days following receipt	A prompt written <u>acknowledgement</u> that the complaint has been received and is being dealt with and providing the name or job title of individual investigating the complaint and including a copy of the relevant complaints procedure leaflet;

Within 4 weeks (20 business days) (28 elapsed days)	A <u>final response</u> ¹ which includes a copy of the FOS leaflet and informs the complainant that he/she may refer to the FOS within six months; OR A holding response which explains the reason for the delay and confirming anticipated date of final response (within eight weeks).
Within 8 weeks (40 business days) (56 elapsed days)	A <u>final response</u> which includes a copy of FOS leaflet and informs the complainant that he/she may refer to the FOS within six months; OR An explanation for the delay and confirming anticipated date of final response and informing the complainant that he/she may refer to the FOS if dissatisfied with the delay.

For the purposes of calculating time limits, a day refers to a business day. Our business days are Monday – Friday 08:00 – 18:00, Saturday 09.00 – 12.00. Any complaint received outside of these hours, should be recorded as received on the next business day.

5.4 Receiving complaints

We will accept complaints by any means most convenient to the complainant – by letter, email, fax, telephone or in person.

Complaints may also be received, which have been referred to us from another firm e.g. intermediary, solicitor or outsourcing partner. Where complaints are referred to us from a third party, they will be recorded on the complaints database and processed in accordance with these procedures.

All written complaints will be date stamped on receipt to record the date received. Where a complaint is to be progressed on behalf of a Client, the date received stamp should indicate the date that the complaint was received by that Client and not the date it was received into the specific CCFS business area.

Where a Builder Client complaint is received this should be progressed by the specific business area and not passed to the Client as a forwarded complaint. Where the element of the complaint concerns a matter other than the loan facility the business area should liaise with the relevant Client, to request any additional information required to provide a response.

All complaints received must be recorded on the complaints database (iCasework) within 24 hours of receipt.

The complaints database records details of:

- date complaint received;
- date complaint registered;
- date complaint resolved/closed;
- time taken to resolve complaint;
- name of complainant
- name of representative;
- nature of complaint;
- redress sought by the complainant;
- actions taken;
- whether complaint upheld or not;
- whether complaint reportable to the FCA or not;

¹ A 'final response' being a written response from the firm which (a) accepts the complaint and, where appropriate offers redress or remedial action (b) offers redress or remedial action without accepting the complaint (c) rejects the complaint and gives reasons for doing so; and which (d) encloses a copy of the Financial Ombudsman Service's standard explanatory leaflet; and (e) informs the complainant that if he remains dissatisfied with the respondent's response, he may now refer his complaint to the Financial Ombudsman Service and must do so within six months.

- mortgage type e.g. impaired credit, other regulated mortgage, other non-regulated and second charge;
- complaint type;
- classification;
- root cause/outcome; and
- whether eligible complainant or not.

5.4.1 iCasework

All complaints received by Precise Mortgages and Exact Mortgage Experts are logged on the central complaints database (iCasework), which tracks internal and regulatory timescales and sends notification emails to the complaint owner and/or their Line Manager/Team Leader when complaint responses fall due i.e. SRC, acknowledgement, holding letters (where necessary) and final response.

The complaint information keyed into iCasework is used to produce reports for internal reporting purposes and for client(s) on a weekly and/or monthly basis on the complaints received, the reason for the complaint, what action has been taken, any redress paid and the root cause and outcome.

In addition, on a half-yearly basis, the Compliance Department produces a report using the iCasework data collated in accordance with the Dispute Resolution sourcebook complaint reporting requirements.

The MI available from iCasework is also utilised on a monthly basis by the 1st line to ascertain whether there are any lessons to be learnt and if any changes are required to procedures to reflect fairer outcomes for consumers. On a quarterly basis, 2nd line Compliance oversight is undertaken across all business areas to see what lessons have been learnt and if any changes are required to Policy to reflect the findings.

Access to the system by CCFS employees is limited to user groups, which ensures that staff can only see the complaints relevant to their business area. The maintenance of users is controlled by the IT Helpdesk.

The iCasework system is not utilised by Charter Savings Bank (CSB) to manage complaint recording; however, similar processes are in place and detailed separately within the CSB procedure guide which enables reporting and root cause analysis to be produced in a similar format.

5.5 Referring complaints to other firms (complaint forwarding)

We will normally only investigate complaints concerning the actions and services directly relating to our business.

Any complaints concerning the actions or services of any other firm or business will be referred within five days of receipt to the appropriate firm/person to handle. The only exception to this is where either CCFS or any of its clients have acquired mortgages from another lender in which case we will investigate complaints even if the cause of the complaint pre-dates the date on which CCFS took over responsibility for the servicing. The 'forwarding rules' only apply where we 'forward' a complaint to another regulated firm (e.g. to a broker in relation to advice provided); nevertheless the other complaint handling arrangements described below (e.g. in relation to solicitors and valuers) should be followed.

Template letters can be found in the Appendices of this document and FOS Rights should be provided as detailed in the table below. Dependent upon the nature of the complaint, it may be appropriate to adapt the content of the letter to be sent to the Respondent (Third Party). The Compliance Team should be contacted to address any queries or questions this may raise.

Copies of all correspondence relating to forwarded complaints will be retained for a minimum of three years in line with DISP 1.9.1R, and in accordance with the company’s retentions policy for record keeping purposes on our local systems.

These standards apply to all complaints relating to third parties and will typically include complaints received relating to services provided by valuers, solicitors and intermediaries. Consideration should first be given to the service provided (e.g. panel solicitor, valuer or intermediary) as the definition of complaint makes reference to the provision of a ‘financial service’.

The complaint should be forwarded to the relevant party using the following guidance:

Type of Complaint	Forward Complaint or Respond Ourselves	How to log the complaint and the type of correspondence to send.	FOS Rights Yes/No	Additional Information
Panel Solicitor - Sole Representation	The complaint should be dealt with ourselves. The solicitor is not providing any form of service to the customer and therefore the complaint is incidental to the financial service we are providing.	The complaint should be logged as a FCA Reportable complaint on the complaint system and a Final Response sent to the customer.	Yes	Further information to be requested from the solicitor if additional comment is required for our response.
Panel Solicitor – Joint Representation	Complaint should be forwarded to the solicitor concerned and a written response sent to the customer explaining what we have done.	The complaint should be logged as Non FCA Reportable on the complaints system and a written response sent to the customer.	No	N/A
Valuation - Mortgage Valuation Report	The complaint should be dealt with ourselves. The valuer is not providing any form of service to the customer. The complaint is incidental to the financial service we are providing.	The complaint should be logged as a FCA reportable complaint onto the complaint system and a Final Response sent to the customer.	Yes	Further information to be requested from the valuer if additional comment is required for our response.
Valuation - Homebuyer’s Report	Complaint should be forwarded to the valuer concerned and a written response sent to the customer explaining what we have done.	The complaint should be logged as Non FCA Reportable on the complaints system and a written response sent to the customer.	No	N/A
Customer complains about a Broker’s Service	Complaint should be forwarded directly to the Broker concerned and a Final Response sent to the customer explaining what we have done.	The complaint should be logged as Non FCA Reportable on the complaints system and a Final Response sent to the customer.	Yes	N/A
Mis-selling/Poor Advice	Complaint should be forwarded directly to the Broker and a Final Response sent to the customer explaining what we have done.	The complaint should be logged as Non FCA Reportable on the complaints system and a Final Response sent to the customer.	Yes	N/A

PPI	Complaint should be forwarded directly to the Broker and a Final Response sent to the customer explaining what we have done	The complaint should be logged as Non FCA Reportable on the complaints system and a Final Response sent to the customer.	Yes	N/A
Complaint about the service the Broker has received from Precise Mortgages. The customer is unaffected	The complaint should be dealt with ourselves. The issues raised by the Broker regarding the service he has received should be addressed in a written response addressed to the Broker.	The complaint should be logged as Non FCA Reportable on the complaints system and a written response sent to the Broker.	No	N/A
Third Party Associate	The complaint should be dealt with ourselves. The TPA is not providing any form of service to the customer. The complaint is incidental to the financial service we are providing.	The complaint should be logged as FCA Reportable on the complaints system and a Final Response sent to the customer.	Yes	Further information to be requested from the TPA if additional comment is required for our response.

5.6 Investigating complaints

Complaints will be investigated by employees of sufficient competence and knowledge of the issues raised. The investigation will not be carried out by a member of the team who has previously been involved in the matter.

Complaints will be investigated competently, diligently and impartially, obtaining additional information as necessary, within four weeks, or we will write to the complainant giving a reasonable timescale within which we plan to deal with the complaint.

Factors relevant in the assessment of a complaint include appropriate analysis of decisions by the FOS concerning similar complaints.

Thorough investigation of complaints is key to ensuring that we are able to respond accurately and address the complainant's concerns; and able to carry out root cause analysis.

Appropriate management controls are in place to ensure we are able to identify and remedy any recurring or systemic problems including:

- the collection of management information on the causes of complaints and the products and services the complaint relates to, including information about complaints that are resolved by the close of business on the third business day following its receipt;
- a process to identify the root cause of complaints;
- a process to prioritise dealing with the root cause of complaints;
- a process to consider whether the root cause identified may affect other processes or products;
- a process for deciding whether root causes discovered should be corrected and how this should be done;
- regular reporting to senior management where information on recurring or systemic problems may be needed for them to play their part in identifying, measuring, managing and controlling risks of regulatory concern; and
- keeping records of analysis taken by senior management in response to management information on the root causes of complaints.

Where we identify recurring or systemic problems, we will consider whether we should act with regard to the position of customers who may have suffered detriment from, or been potentially disadvantaged by, such problems but who have not complained and, if so, take appropriate proportionate measures to ensure that those customers are given appropriate redress or a proper opportunity to obtain it.

In particular we will:

- ascertain the scope and severity of the consumer detriment that might have arisen; and
- consider whether it is fair and reasonable to undertake proactively a redress or remediation exercise, which may include contacting customers who have not complained.

5.7 Compensation

Following the investigation of a complaint, the complaint handler must determine and offer any redress or remedial action if appropriate.

Senior managers, team leaders and in some instances other employees are responsible for approving appropriate compensation/redress for CCFS complainants. Employees involved in complaint processing will operate within the agreed compensation mandates.

Compensation arrangements will be agreed and documented with our clients prior to entering into contractual arrangements.

Compensation may take the form of refunds of amounts paid by the customer to put them back in their original position, goodwill gestures, or redress payments. Each business area will determine the amount of compensation paid based on their internal processes i.e. redress matrix.

In certain circumstances we may add an interest element to compensation payments and/ or the Financial Ombudsman Service may request for this. This is normally simple interest at the current rate of 8% per annum.

If interest is paid in respect of compensation, any company in the CCFS Group is required to withhold tax. In these instances the Head of Group Tax and/or the Finance Director should be contacted to confirm whether tax needs to be withheld.

It is important to note, CCFS is required to withhold tax in respect of any interest paid in respect of compensation, but not on the compensation itself, and not in respect of any other yearly interest paid in the normal course of business.

5.8 Responding to complaints

All complaints will be responded to fairly and care must be taken to adequately address the subject matter of the complaint. It is important that the essence of the complaint is captured correctly and our understanding of the complaint should be confirmed with the complainant where possible to ensure CCFS is able to respond to all elements raised.

Wherever possible, the response will be discussed verbally with the complainant beforehand. A written SRC will always be issued if resolution occurs before close of business on the third day following the complaint's receipt.

Where CCFS are unable to resolve a complaint by close of business on the third business day following receipt, an acknowledgement letter will be issued to the complainant.

A Final Response will be issued when we have completed our investigation, and where acting on behalf of a client on their letter template. The response must include:

- acceptance of the complaint and, where appropriate, offer of redress; or
- an offer of redress without accepting the complaint; or
- rejection of the complaint and the reasons for doing so; and
- a reminder that the complainant can now refer the complaint to the FOS, if he/she is not satisfied and within six months.

The employee responsible for the response will have appropriate authority and knowledge to settle complaints to the complainant's satisfaction and to offer compensation (within agreed mandates), if appropriate.

Where we agree that the complaint is justified (uphold the complaint), we will offer:

- an apology; and/or
- change our procedures and working practices; and/or
- correct any error; and/or
- offer financial compensation/and or redress;
- resolve the issue complained about by the complainant.

CCFS will not send any correspondence to a complainant stating that it has exhausted the complaints procedure and referring the complainant to FOS without the prior written consent of the client unless the client has given CCFS the authority to do so.

Copies of all correspondence relating to forwarded complaints will be retained for a minimum of three years in line with DISP 1.9.1R, and in accordance with the company's retentions policy for record keeping purposes on our local systems.

5.9 Quality

Complaints will be responded to in a polite and professional manner, taking care to ensure that the complainant's concerns have been fully addressed.

Responses will be reviewed by the Senior Manager/ Team Leader before being issued to the complainant. A quarterly complaint root cause report is submitted to the Conduct Risk Management Committee and CCFS clients.

A monthly complaint report is received from Newcastle Strategic Solutions Ltd (NSSL) regarding all Charter Savings Bank complaints. Complaint KRIs are also submitted to Conduct Risk Management Committee on a monthly basis.

5.10 Notifying complainants of their right to go to FOS

Complainants who remain dissatisfied with our response have a right to go to the FOS following our decision. We notify complainants of this right in the Final Response letter and the Summary Resolution Communication (SRC) and will ensure that we do not prevent or hinder their ability to do so.

A copy of the FOS leaflet must be included with the final response letter.

The complainant must refer to FOS within six months of the date of the final response.

No FOS rights will be provided to a Broker who is not complaining on behalf of the customer, whereby the Broker is dissatisfied with the service received directly from Precise Mortgages, and that service has not directly affected the customer.

5.11 Monitoring and Control

Root cause analysis of complaints is regularly carried out by the Line Managers/Team Leaders, Compliance Managers and Senior Managers. This will help us to:

- identify any recurring or systemic issues in order to make improvements to our services;
- increase our understanding of what is important to mortgage borrowers and savings customers; and
- address issues of concern to individual complainants.

The Senior Compliance Manager is responsible for producing regular reports, which include, but are not limited to the following items:

- volume of complaints received indicating upward/downward trend on a periodical basis, and
- number of final responses made within the period, with a breakdown to show those made within:
 - four weeks
 - eight weeks
 - more than eight weeks
- number and percentage of complaints upheld
- type of redress offered
- compliance with these procedures
- statistical analysis and follow up of actions identified
- ensure fair handling of complaints ensuring that redress is applied consistently and fairly.

6. Complaint Handling Procedures

6.1 Customer Facing Teams²

Any expression of dissatisfaction whether oral or written must be treated as a complaint.

As soon as a complaint is identified, a Senior Manager/Team Leader should be informed and details of the complaint should be entered on to the file notes and complaint database. This should be noted on the date the complaint is received.

The complaint must be assessed to establish if the problem can be fixed within 3 days of receipt ('on the spot') or if further investigation is required to clarify elements of the complaint or investigate the matter further. If the complaint can be resolved within 3 days of receipt, the procedure outlined in Section 7.1.1 must be followed.

If the complaint cannot be resolved on the third business day following receipt, the complaint must be escalated to a Senior Manager/Team Leader for immediate action via the iCasework system.

Complaints dealt with by CSB will be escalated in the same manner, however, recorded manually outside of the iCasework system.

6.1.1 Resolving the complaint 'on the spot'.

² Customer Facing Teams include: Precise Mortgages, Primary Servicing, Call Centre, Administration and Collections teams

If a complaint is received which can be resolved by close of business on the third business day following its receipt ('on the spot'), then either of the two following procedures should be followed:

(1) Employee receiving the complaint is empowered to resolve the complaint

Fix the problem and resolve the complaint immediately. Speak with the customer to agree that a resolution has been agreed. Then:

- write to the complainant in the form of a 'Summary Resolution Communication' explaining that the complaint is now resolved and detailing the FOS information as detailed in DISP.

OR

- if the problem has not been resolved by the close of business on the third business day following receipt escalate the complaint.

Informing a Senior Manager/Team Leader of the complaint and the need for further investigation.

Record details of the complaint and the actions taken on to the account record by file note. Update the complaint recording system with relevant complaint data or forward the necessary complaint data to Senior Manager/Team Leader for them to update where appropriate.

(2) Employee receiving the complaint is NOT empowered to resolve the complaint

Forward full details of the customer complaint IMMEDIATELY to a Senior Manager/Team Leader.

Record details of the complaint and the actions taken on to the account record by file note. Update the complaint recording system with relevant complaint data or forward necessary complaint data to Senior Manager/Team Leader for them to update where appropriate.

Fix the problem and resolve the complaint immediately. Speak with the customer to agree that a resolution has been agreed. Then:

- write to the complainant in the form of a 'Summary Resolution Communication' explaining that the complaint is now resolved and detailing the FOS information as detailed in DISP

OR

- if the problem has not been resolved by the close of business on the third business day following receipt escalate the complaint.

Check that the complaint has been dealt with satisfactorily, ensure that both file notes and iCasework are updated correctly and an explanation of the actions, are clearly detailed. Complete any further actions as necessary (i.e. providing feedback to team members). Assess the root cause of the complaint (e.g. establish if the issue is due to human error, process failure, etc Raise any concerns with a Senior Compliance Manager where necessary for assistance.

6.2 Senior Managers/Team Leaders

All Complaints must be registered within 24 hours of receipt.

The details of the complaint must be entered onto the complaints database in full.

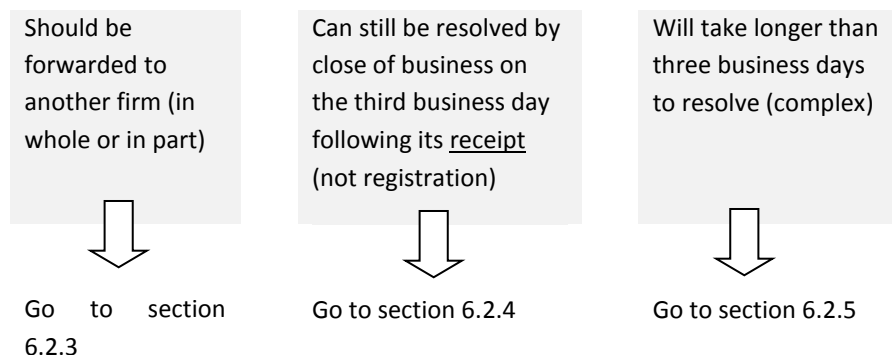
6.2.1 Allocate Complaint

Following registration, the complaint will be allocated to an employee with capacity and competence to handle the complaint appropriately and in a timely manner, in accordance with individual departmental procedures.

6.2.2 Assess the Complaint

On allocation, the employee will add a note on the account to record that the complaint has been received, the date and who is dealing with the matter.

The employee will assess the complaint to determine if it:



6.2.3 Forward the Complaint

For guidance on referring complaints to other firms (complaint forwarding) see Section 5.5

If the complaint is to be forwarded a written response should be prepared within five business days of allocation to the complainant, stating:

- that the matter has been forwarded and the rationale for doing so;
- the contact details of the person to whom the complaint has been forwarded;
- that the complainant may refer to FOS if they are not satisfied with our response (where appropriate) see Section 5.5

Update iCasework to confirm the action taken and date. Add a note to the account, recording the action taken and the date. The complaint should then be forwarded in writing to the other firm for action.

File copies of all related correspondence in accordance with record keeping procedures.

6.2.4 Resolve the Complaint

Where the employee identifies a solution which can be completed by 5pm on the third day following receipt (not registration), they will arrange to resolve it including telephoning the complainant to explain what action has been taken and agree that the complaint has been resolved. The details should be updated on to the complaint database and file notes. Any root cause analysis information felt necessary should be reported in the monthly department update sent to Compliance. A Summary Resolution Communication must be sent in line with sections 7.1.1 and 6.3 above.

6.2.5 Acknowledge the Complaint

Where the complaint cannot be investigated and resolved by 6pm on the third business day following receipt, an acknowledgement letter must be sent to the complainant. This letter must be issued 'promptly' following receipt, if:

- the complaint record remains open; and
- an acknowledgement letter has not been issued earlier.

The acknowledgement letter confirms that the complaint has been allocated for investigation and that a response will be issued when the investigation is complete. It should explain the elements of the complaint to be investigated and where the details of the complaint are not fully understood clarification should be sought at the earliest opportunity with emphasis placed on understanding the customer's complaint and point of view.

A copy of the complaints procedure leaflet will be sent with the acknowledgement letter to ensure that the complainant is made aware of the procedures and their legal rights.

The date that the acknowledgement letter is sent is recorded on the complaints database.

A note is added to the account to confirm that an acknowledgement letter has been sent and a copy of the letter scanned for record keeping purposes.

6.2.6 Investigate the Complaint

The complaint is allocated to an employee who is responsible for investigating the complaint, aiming to complete it as promptly as possible. It is important however that the complaint is investigated thoroughly and that all issues raised by the complainant are addressed in the response.

The employee will consult with the relevant business area to ensure that the full circumstances of the complaint are understood before a response is issued.

The employee will also take into consideration any lessons learnt as a result of FOS determinations of similar complaints and Final Responses previously issued.

If the investigation cannot be completed within 4 weeks a holding letter must be sent to the customer – see section 6.2.8.

If the investigation remains incomplete after 8 weeks, a further letter must be sent apologising for and explaining the delay – see section 6.2.9.

When the investigation is complete, the employee must decide what redress if any is appropriate bearing in mind any specified requirements made by the customer and FOS determinations of similar complaints. The complaint is now ready for a response to be issued. The Final Response should be an easily understandable piece of correspondence detailing the complaint, a summary of the outcome of the investigation and an explanation of why, based on the summary of the investigation, the complaint was or was not upheld. It should not merely list events which have occurred.

The employee must also consider whether the cause of the complaint is recurring or a systemic problem and whether the firm should act with regard to the position of customers who may also have suffered detriment or potentially been disadvantaged but have not complained. Processes should be challenged by staff and measures taken to investigate where improvements might be made to aid customer outcomes.

6.2.7 Resolve the complaint

Prepare a written final response which:

- offers appropriate redress in full and final settlement of the complaint;
- refers to the availability of the FOS if he/she remains dissatisfied with our response; and
- includes a copy of the FOS leaflet.

A copy of the Final Response should be forward to a Line Manager/Team Leader for sign off and to facilitate a departmental four- eyes check. A record of the date that the response has been issued and the outcome of the complaint should be entered on to the complaints database with a copy of the response kept for record keeping purposes on our local systems. Where redress has been offered this amount should be detailed on to the file notes and input into the relevant field of the complaints database.

In some instances it may be appropriate for individual business areas to receive acceptance in writing of the amount of redress offered to the complainant, to enable the funds to be released.

6.2.8 Sending Holding Letter (four weeks)

A holding letter must be issued to the customer no later than day 20 business days (28 elapsed days), where the investigation remains incomplete and to inform them of progress of the complaint.

Enter the date that the holding letter is issued onto the complaints database and retain a copy for record keeping purposes.

6.2.9 Explain delay to complainant (Eight Weeks)

An explanation must be issued to the customer no later than day 40 business days (56 elapsed days), where the investigation remains incomplete.

The letter must:

- explain why there is a delay;
- indicate when a final response can be given;
- confirm that the complainant may refer to the FOS if they are dissatisfied with the delay, and
- include a copy of the FOS leaflet.

Enter the date that the letter is issued onto the complaints database and retain a copy for record keeping purposes.

Additional tasks should be diarised to ensure that an outcome of the complaint is provided to the complainant.

6.2.10 File Correspondence

When the complaint has been fully investigated and responded to, update the complaints database to show that the complaint has been closed and file all correspondence.

7. Broker Escalations

Introduction

There are instances where the Broker will express service issues; the Telephony Specialist will handle these calls to understand the nature of the query and if the Broker is complaining on behalf of the customer or if there is any customer detriment this will be treated as per the normal complaints process. If no customer detriment has been mentioned or identified, the Specialist/Lending agent will then deal with the enquiry and seek a resolution where required/possible.

File Correspondence

As per 6.2.10, the feedback should be recorded as a 'query' on iCasework and file notes should be updated accordingly to reflect the information provided.

Irrespective of whether a complaint or a query, the details should be recorded on the complaints database to enable the department to recognise trends and make improvements.

At the end of the month results are analysed for any trends and appropriate actions identified to prevent re-occurrence. A report is produced summarising the results for the Long Term Lending Management Team, where the top 3 categories in each area will be highlighted and a rolling action plan devised to improve the service provided. The root cause spreadsheet mirrors the information on Icasework from a root cause category perspective.

For reporting purposes, service issues will not be included in the annual FCA return.

8. Chief Executive Officer (CEO) Complaints

Where a complaint has been addressed to the CEO or respective member of the Executive Team, these will be handled as per the standard complaints process detailed above (6.2.5 – 6.2.10).

The response letter will advise the customer that the complaint has been resolved on behalf of the CEO or respective member of the Executive Team.

9. Payment Services Directive (PSD) Complaints

The definition of a PSD complaint is:

Any oral or written expression of dissatisfaction, whether justified or not, from, or on behalf of, a *payment service user* about the provision of, or failure to provide, a financial service or a *redress determination*:

- (a) Which alleges that the complainant has suffered (or may suffer) financial loss, material distress or material inconvenience; and
- (b) Concerning the rights and obligations arising under Parts 6 and 7 of the *Payment Services Regulations*.

The above relates to both electronic payments in from and out to the nominated account. Examples below:

- Electronic withdrawals out to the nominated account (including BACS, faster payments, CHAPS etc.)
- Electronic payments in from the nominated account (including BACS, faster payments, CHAPS etc.)

Complaints may be made verbally or in writing (including email/Secure Message) but response should be by telephone and letter.

The complaint handling process set out above 6.2.5 – 6.2.10 must be applied. However as per DISP 1.6.2A, for PSD complaints the following time limits apply:

- The complaint can still be resolved within three business days with a Summary Resolution Communication being issued.
- Where the complaint could not be resolved within three business days, a final response must be sent within the 15 business days.

- In exceptional circumstances, if a final response cannot be issued within 15 business days for reasons beyond the control of the CCFS, a holding response must be issued within the 15 business days and a final response must be sent by the end of 35 business days.

For a complaint that is only part PSD, CSB will handle the whole complaint in accordance with the PSD time limit rules detailed above. If the complaint is complex and requires further investigation, the complaint will be split and treated in accordance with the appropriate time limits for each element of the complaint. Where this occurs, the complainant will be advised which element of the complaint will be treated as a PSD complaint.

10. Authorised Push Payment (APP) Fraud Complaints

APP fraud is where a fraudster tricks a payer into making an APP to an account controlled by that fraudster. This differs from other kinds of fraud, such as where a fraudster steals money from an account without the owner of the account knowing, because in APP, the account owner authorises the payment, albeit under false pretences.

From 31/01/2019 victims will be able to complain to the Payment Service Provider receiving the payment; prior to this date they could only complain to the Payment Service Provider that sent the payment.

This therefore may impact Charter Savings Bank (CSB) if a non-customer contacts the business where they believe a payment made under false pretences has been sent to a CSB account.

CSB should therefore treat this in line with their normal complaints procedure by applying the complaint handling process set out above 6.2.5 – 6.2.10.

11. Complaints referred to the Financial Ombudsman Service

Where a complainant has referred their case to the FOS the client and the Director of Legal and Compliance must be informed. The Compliance Department will liaise with the various business areas to request that all information required to assist the FOS with their adjudication be collated, and agree for third party client complaints who is to act as point of contact for FOS, with the respective Client Relationship Mangers.

The Operational departments will prepare a submission pack for the FOS containing the following:

- the complainant's file and any other relevant documents;
- a brief overview of the complaint;
- an outline of the principal reasons behind the decision made;
- a copy of the complaints file, and
- additional comments if required.

The completed pack along with the draft covering letter and final response will be mailed to Compliance. Once Compliance are satisfied with the content of the response letter, the respective department must upload the completed pack onto iCasework to allow an audit trail of the case and for the purpose of any DSAR requests.

In addition, all FOS decisions mail is sent to the relevant department by Compliance (unless this has been received directly from FOS) and this should be uploaded onto iCasework and the case closed.

Where FOS cases have been received directly to the business areas, Compliance should be informed to ensure reports on FOS data can be accurately updated.

Any further enquiries from FOS must be dealt with in a timely manner and addressed to the CCFS Compliance Team.

In the event that the case is referred to FOS, a Case Officer will be appointed and a case handling fee will be immediately payable to FOS.

Discussions can take place with FOS whilst they are investigating the complaint. Once FOS makes a final decision, this is binding.

Where a complaint is determined in favour of the complainant, the FOS determination may include one or more of the following:

1. a money award against the respondent; and/or
2. an interest award against the respondent; and/or
3. costs award against the respondent; and/or
4. a direction to the respondent; and/or.

A money award may be such amount as the FOS considers being fair compensation for one or more of the following (whether or not a court would award compensation):

1. financial loss (including consequential or prospective loss); and/or
2. pain and suffering; and/or
3. damage to reputation; and/or
4. distress or inconvenience; and/or.

The maximum money award which the FOS may make is £150,000; this limit will apply to all complaints referred to FOS irrespective of when the act or omission complained of occurred. A complainant cannot accept a determination of FOS and then go onto take legal action in court for additional redress for the

same loss against the firm concerned³. However, FOS can continue to recommend that a firm pay in excess of the limit, and firms can choose to do so.

12. Reporting

12.1 Reporting complaints to the FCA

FCA Return

A complaints return must be collated in accordance with the Dispute Resolution sourcebook (DISP) 1.10. (*DISP 1 Annex 1 R*). This will be compiled from the information contained in the complaints database (iCasework) and from the data forwarded from Charter Savings Bank. Once completed the report must be checked by the Compliance Team before submitting it to the FCA.

The report must be sent to the FCA twice a year. The relevant reporting periods are:

1. the six months period immediately following a firm's accounting reference date; and
2. the six months period immediately preceding a firm's accounting reference date.

Reports are to be submitted to the FCA within 30 business days of the end of the relevant reporting periods through, and in the electronic format specified in, the FCA Complaints Reporting System or the appropriate section of the FCA website.

If no complaints have been received during the reporting period and no complaints were outstanding at the beginning of the period then a nil return must be completed to notify the FCA that no complaints have been made within that period.

If a firm is unable to submit a report in electronic format because of a systems failure of any kind, the firm must notify the FCA, in writing and without delay, of that systems failure;

If a firm does not submit a complete report by the date on which it is due, in accordance with DISP, the firm must pay an administrative fee of £250; and

The administrative fee does not apply if the firm has notified the FCA of a systems failure in accordance with DISP.

Consumer Buy To Let (CBTL) Return

A CBTL Return must be submitted on a quarterly basis. The areas required to be reported are:

1. Lending: to include new CBTL advances and outstanding CBTL loans
2. Arrears: CBTL loans in arrears of more than 1.5% of outstanding balance, CBTL repossession, Number of Receiver appointments on CBTL and Number of CBTL properties under the control of a Receiver
3. Complaints: A complaint should be reported where the complaint concerns CBTL activity.

Compliance will gather the information in relation to (3) Complaints and report to Finance.

Electronic Money and Payment Services Complaints Return

This return is in relation to Payment Service Directive complaints.

³ High court finding – Andrews vs. SBJ Benefit Consultants [2010] EWHC 2875 (Ch)

Once a year a credit institution that provides payment services or issues electronic money must provide the FCA with a complete report concerning complaints received about payment services and electronic money (DISP 1 Annex 1AD).

Reports are to be submitted to the FCA within 30 business days of the end of the relevant reporting periods through, and in the electronic format specified in, the FCA complaints reporting system or the appropriate section of the FCA website. If a firm is unable to submit a report in electronic format because of a systems failure of any kind, the firm must notify the FCA, in writing and without delay, of that systems failure;

If a firm does not submit a complete report by the date on which it is due, in accordance with DISP, the firm must pay an administrative fee of £250; and

The administrative fee does not apply if the firm has notified the FCA of a systems failure in accordance with DISP.

12.1.1 Format of Complaints Report

The table below shows the Product/Service groupings (Mortgage Types) CCFS will report against;

<u>Mortgage Type</u>	<u>FCA Category</u>
Long Term Lending - Resi	Home Finance - Other regulated home finance products
Long Term Lending – BTL	Home Finance - Other unregulated home finance products
Long Term Lending - CBTL	Home Finance - Other regulated home finance products
Long Term Lending -Impaired Credit	Home Finance – Impaired Credit
Short Term Lending –Resi	Home Finance - Other regulated home finance products
Short Term lending - 2 nd Charge	Home Finance - Second and Subsequent charge
Short Term Lending – BTL/other unregulated	Home Finance - Other unregulated home finance products
Short Term Lending - CBTL	Home Finance - Other regulated home finance products
Short Term Lending -Impaired Credit	Home Finance - Impaired Credit
2 nd Charge - Resi	Home Finance - Second and Subsequent charge
2 nd Charge - BTL	Home Finance - Second and Subsequent charge
2 nd Charge - CBTL	Home Finance - Second and Subsequent charge
2 nd Charge –Impaired Credit	Home Finance – Impaired Credit

When recording complaints on the iCasework system, the following approach should be taken when determining which ‘product’ category to allocate a complaint to, the following logic should apply:

- where the main part of the complaint relates to the customer’s credit impairment – we will report the ‘product’ category as ‘Home Finance – Credit Impaired’;
- if not, and the loan is secured by a second charge, we will report the ‘product’ category as ‘Home Finance - Second and Subsequent charge’, and
- if not i.e. where we have a first charge and the complaint does not relate to credit impairment, we will report the ‘product’ category as ‘Home Finance - Other unregulated home finance products’ or ‘Home Finance - Other regulated home finance products’ depending on whether the loan is regulated or not.

The table below shows the Product/Service groupings (Banking Types) CCFS will report against;

<u>Product/Services</u>	<u>FCA Category</u>
Banking and credit cards	Savings (including ISA’s)

Other information included in the return;

- 1) the total number of complaints outstanding at reporting period start date;
- 2) the total number of complaints opened during the reporting period; and
- 3) the total number of complaints closed by the firm:
 - a) within 3 days of receipt;
 - b) more than 3 days but within 8 weeks of receipt; and
 - c) more than 8 weeks after receipt;
- 4) the total number of complaints:
- 5) upheld by the firm in the reporting period. the total amount of redress paid:
 - a. for upheld complaints;
 - b. for complaints not upheld; and
 - c. the total redress paid.
- 6) The return will also categorise the reasons why customers complain;
 - a. unsuitable advice;
 - b. unclear guidance/arrangement;
 - c. disputes over sums/charges;
 - d. product performance/features;
 - e. product disclosure information;
 - f. errors/not following instructions;
 - g. delays/timescales;
 - h. other general admin/customer service;
 - i. arrears; and
 - j. other.
- 7) Contextualisation metrics;
 In order to give context to the complaints data a firm should provide contextualisation metrics which best reflects whether the business undertaken, predominantly involves intermediation or the provision of products and services.

The contextualisation information to be provided by CCFS will fall under the provision of products and services category. For provision, information on context should indicate the total volume of a firm's relevant business at the end date of the reporting period; this is likely to include accounts opened, loans provided, and that are still in force, before the commencement of the relevant reporting period.

The metrics to be provided by CCFS in order to give such context will include;

For Precise Mortgages;

- a. **'the total number of accounts under management'** at the reporting end data across relevant pools which will be determined and advised by Finance ;
 - a. **'the total number of accounts redeemed'** across the determined pools, during the reporting period.

For Charter Savings Bank;

- a. **'the total number of accounts under management'** at the reporting end date (either 30th June or 31st December depending on reporting period). This figure will include accounts where;
 - the customer has successfully passed AML checks and funded their account;
 - the customer has passed the electronic AML checks, but has still to fund their account during the applicable funding window; and
 - the customer has failed the electronic AML checks - has subsequently passed manual AML checks, but has still to fund their account during the applicable funding window; and
- b. **'the total number of accounts closed'** during the reporting period. This figure will include accounts where;
 - **Maturity related closures;**
 - These are closures of Fixed Rate Bond products on maturity and also closures from the maturity default product 'easy access saver'
 - **Non maturity related closures;**
 - This category captures all other closures
 - **Auto Close Numbers; and**
 - This reports all accounts which were opened (customer passed AML etc.) but where the customer did not subsequently fund the account. There is a system parameter set at 45 days which automatically adds a delete status on these accounts.

The contextualisation data will then be utilised to calculate the number of complaints opened per 1000 balances outstanding.

12.2 Client Reporting

Dependent on client preferences complaints will be reported to them on a monthly basis in addition to the FCA reporting requirements. The complaint data will be provided to clients within 5 business days of the end of the relevant reporting period to enable them to meet with their regulatory obligations by the Client Relationship Managers.

On a quarterly basis a lessons learnt exercise/root cause will be undertaken by the 1st line (Client Relationship Manager) to identify any recurring or systemic issues that require business improvements and/or any recommended proactive customer redress programmes.

12.3 Internal Reporting

Complaints are reported and reviewed internally. On a quarterly basis the Conduct Risk Management Committee references the monthly reports collated for the group and those reports provided to the client which sets out the same information as the FCA report and provides TCF risk indicators. Key Risk Indicators are reported to Conduct Risk Management Committee monthly; a quarterly report on all complaints received by CCFS relating to the group is also submitted to that Committee.

Monthly root cause analysis is carried out across all business areas and cascaded to the Compliance Team to establish if any recurring or systemic issues require business improvements and to assess outcomes.

13. Publishing

13.1 Publishing complaints data

To improve consumer awareness and to help firms compare their performance against their peers the FCA publishes complaints and context data about the financial services industry and firm level complaints data for those firms which are required to publish a complaints data summary under DISP 1.10A.1.

In accordance with DISP 1.10A.1 when CCFS submits a report to the FCA reporting 500 or more *complaints*, it must publish a summary of the complaints data contained in that report (the *complaints* data summary).

The information contain in both the report and the summary will be compiled from the information contained in the complaints database (iCasework) and from the data forwarded from Charter Savings Bank. Once prepared the publishing data will be checked by the Compliance Team before it is published to the website.

The FCA will publish the firm-level complaints data and information providing context to the complaints data reported to it either after the firm provides the appropriate consent in the complaints data report and confirms that the reported data accurately reflects the data which it will publish under DISP1.10A.1R; or after the FCA receives an email from the firm under DISP 1.10A.4R confirming that the complaints data summary accurately

reflects the report submitted to the FCA, that the summary has been published and where it has been published.

CCFS will publish the data specified in Section 9.1.1, except C2 as Charter Mortgages Limited currently records under 500 complaints in a reporting period.

The complaints data summary must be published twice a year. The relevant publishing dates are:

1. where a firms relevant reporting period ends between 1 January and 30th June, the firm must **publish** the complaints data summary **no later than 31 August of the same year**; and
2. where the firm's relevant reporting period ends between 1 July and 31 December, the firm must **publish** the complaints data summary **no later than 28 February of the following year**.

At that time the complaints return is submitted to the FCA in the electronic format specified through the FCA Complaints Reporting System or the appropriate section of the FCA website.

13.2 Format of Publication

The complaints data summary required by DISP 1.10A.1 must be published in the format set out in DISP 1 Annex 1B R of the sourcebook.

The Information included in the complaints data summary is categorised across the same Product /Service groupings seen in the complaints data return i.e. Home Finance and Banking and Credit Cards. Additional fields include;

- 1) the number of accounts opened by volume of business – provision (at reporting period end date) per 1000 accounts;
- 2) the number of complaints opened;
- 3) the number of complaints closed;
- 4) Percentage closed within 3 days;
- 5) Percentage closed after 3 days but within 8 weeks;
- 6) Percentage upheld; and
- 7) The main cause of complaint opened (this should be the cause category prompting the largest number of complaints for the relevant product/service grouping).

For provision, information on context relates to:

- the number of complaints opened within the reporting period to the total volume of a firm's relevant business at the end of the reporting period; and
- the number of applications received within the reporting period that did not complete within the same period (exceptions apply).

13.3 Mode and content of publication

Firms may choose how they publish the complaints data summary. The summary should be readily available and therefore for this reason CCFS will publish the summary on the website in line with the FCA recommendation. CCFS will continue to publish the previous half year's data when publishing a new complaints data summary, to provide a means of comparison for customers.

14. Record keeping

A firm must keep a record of each complaint received and the measures taken for its resolution in accordance with the Dispute Resolution sourcebook (DISP) 1.9, which is three years from the date the complaint was received.

A record of each complaint received by the CCFS excluding CSB is held on the Complaint Handling System iCasework alongside client specific information which is stored on a database held on the s: drive. Every client has a separate database and access is restricted.

In addition, records of complaints received by Collections are recorded on COMPASS and their progress tracked through tasks set on it. Again client information is segregated.

Copies of all complaints correspondence is saved to local systems and iCasework.

Letter templates specific to the client are also stored on the s: drive.

15. Appendices

<p><u>Appendix 1 – Summary Resolution Communication Template</u></p>  <p>Complaint - Summary Resolution</p>	<p><u>Appendix 2 – Acknowledgment Letter Template</u></p>  <p>Complaint - Acknowledgement.t</p>
<p><u>Appendix 3 – Final Response Template</u></p>  <p>Complaint - Final Response.htm</p>	<p><u>Appendix 4 – Final Response (Outside FOS timescales)</u></p>  <p>Complaint - Final Response (Outside c</p>
<p><u>Appendix 5 – Response Delayed – 4 weeks Template</u></p>  <p>Complaint - Response delayed -</p>	<p><u>Appendix 6 – Response Delayed – 8 weeks Template</u></p>  <p>Complaint - Response delayed -</p>
<p><u>Appendix 7 – Forwarded - Letter to Complainant</u></p>  <p>Complaint - Forwarded (Letter tc</p>	<p><u>Appendix 8 – Forwarded - Letter to Third Party</u></p>  <p>Complaint - Forwarded (Letter tc</p>

SCHEDULE 3
SERVICER REPORT
PART 1
FORM OF MONTHLY SERVICER REPORT

Principal Collections for Calculation Period

Opening Principal
 Total principal receipts
 of which scheduled
 of which prepayment
 Principal Losses
 Total Principal Recoveries
 Any Payment Pursuant to any Insurance Policy
 Repurchase Proceeds of any loan by the Seller
 Calculated Closing Balance

PRECISE MORTGAGE FUNDING 2019-1B PLC**Pool Information**

Original Number of loans
 Number of Loans redeemed in Period
 Number of Loans redeemed Cumulative
 Total Current Number of Loans

Pay Rate Data

Total
 No. of Loans Paying => Monthly CMS
 No. of Loans Paying => 75% CMS
 No. of Loans Paying < 75% CMS
 No. of Loans that Made No Payment
Total

Performing Principal Balance as a % of the Original Principal Balance*
 Performing Principal Balance as a % of the Outstanding Principal Balance*

1 to 2 Months

No. of Loans Paying => Monthly CMS
 No. of Loans Paying => 75% CMS
 No. of Loans Paying < 75% CMS
 No. of Loans that Made No Payment
Total

% Original principal balance
 % Outstanding principal balance

2 to 3 Months

No. of Loans Paying => Monthly CMS
 No. of Loans Paying => 75% CMS
 No. of Loans Paying < 75% CMS
 No. of Loans that Made No Payment
Total

% Original principal balance
 % Outstanding principal balance

3 to 4 Months

No. of Loans Paying => Monthly CMS
 No. of Loans Paying => 75% CMS
 No. of Loans Paying < 75% CMS
 No. of Loans that Made No Payment
Total

% Original principal balance
 % Outstanding principal balance

4+ Months

No. of Loans Paying => Monthly CMS
 No. of Loans Paying => 75% CMS
 No. of Loans Paying < 75% CMS
 No. of Loans that Made No Payment
Total

% Original principal balance
 % Outstanding principal balance

* Performing Principal Balance refers to the Loans that have paid an amount equal to at least their monthly CMS

This Period				Last Period			
No.	Principal Balance	Arrears	%	No.	Principal Balance	Arrears	%

FORM OF QUARTERLY SERVICER REPORT

PRECISE MORTGAGE FUNDING 2019-1B plc

Issuer General Account Cut-Off Date:
Calculation Period:

Revenue Collections for Calculation Period

Total interest receipts
Total fees
Total expenses
Total ERC
Total Revenue Recoveries
Less : Third Party Amounts Paid

Principal Collections for Calculation Period

Opening Principal
Total principal receipts
 of which scheduled
 of which prepayment
Principal Losses
Total Principal Recoveries
Any Payment Pursuant to any Insurance Policy
Repurchase Proceeds of any loan by the Seller
Calculated Closing Balance

Pool Information

Original Number of loans
Number of Loans redeemed in Period
Number of Loans redeemed Cumulative
Total Current Number of Loans

Repossessions

Number of repossessions this Quarter
Number of LPA's this Quarter
Repossessions cured
Total number of properties unsold
Principal balance unsold
Principal balance cured
% Original principal balance
% Outstanding principal balance
Value of properties repossessed this Quarter
Cumulative value of properties repossessed since close

	This Period	Last Period
--	-------------	-------------

Sales of Repossessions

Total number of repossessions sold since close
Total value of property sold
Number of properties sold this Quarter
Value of property sold this Quarter

	This Period		Last Period	
	Current Balance	Principal Balance	Current Balance	Principal Balance
Total number of repossessions sold since close	-	-	-	-
Total value of property sold	-	-	-	-
Number of properties sold this Quarter	-	-	-	-
Value of property sold this Quarter	-	-	-	-

Cumulative loss on sale
Cumulative loss on sale % of original principal balance
Cumulative redemption shortfalls incurred
Period principal losses
Cumulative principal losses
Total principal losses as a % of original balance

	This Period	Last Period
	Principal Balance	Principal Balance
Cumulative loss on sale	-	-
Cumulative loss on sale % of original principal balance	-	-
Cumulative redemption shortfalls incurred	-	-
Period principal losses	-	-
Cumulative principal losses	-	-
Total principal losses as a % of original balance	-	-

Other Losses

Cumulative ERC losses incurred
Cumulative Fee losses incurred
Cumulative Expense losses incurred

Pay Rate Data

Total
No. of Loans Paying => Monthly CMS
No. of Loans Paying => 75% CMS
No. of Loans Paying < 75% CMS
No. of Loans that Made No Payment
Total

	This Period				Last Period			
	No.	Principal Balance	Arrears	%	No.	Principal Balance	Arrears	%

Performing Principal Balance as a % of the Original Principal Balance*
Performing Principal Balance as a % of the Outstanding Principal Balance*

1 to 2 Months

No. of Loans Paying => Monthly CMS
No. of Loans Paying => 75% CMS
No. of Loans Paying < 75% CMS
No. of Loans that Made No Payment
Total

Value of Arrears Cases as a % of the Original Principal Balance
Value of Arrears Cases as a % of the Outstanding Principal Balance

2 to 3 Months

No. of Loans Paying => Monthly CMS
No. of Loans Paying => 75% CMS
No. of Loans Paying < 75% CMS
No. of Loans that Made No Payment
Total

Value of Arrears Cases as a % of the Original Principal Balance
Value of Arrears Cases as a % of the Outstanding Principal Balance

3 to 4 months

No. of Loans Paying => Monthly CMS
No. of Loans Paying => 75% CMS
No. of Loans Paying < 75% CMS
No. of Loans that Made No Payment
Total

Value of Arrears Cases as a % of the Original Principal Balance
Value of Arrears Cases as a % of the Outstanding Principal Balance

4+ Months

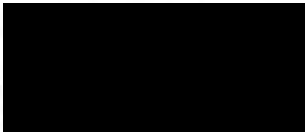
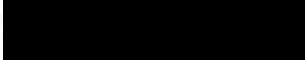

No. of Loans Paying => Monthly CMS
No. of Loans Paying => 75% CMS
No. of Loans Paying < 75% CMS
No. of Loans that Made No Payment
Total

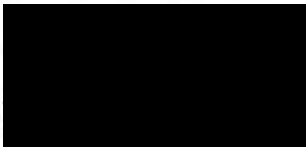
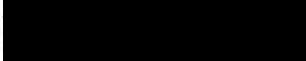

Value of Arrears Cases as a % of the Original Principal Balance
Value of Arrears Cases as a % of the Outstanding Principal Balance

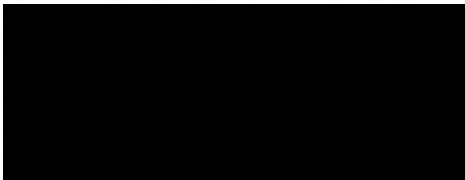
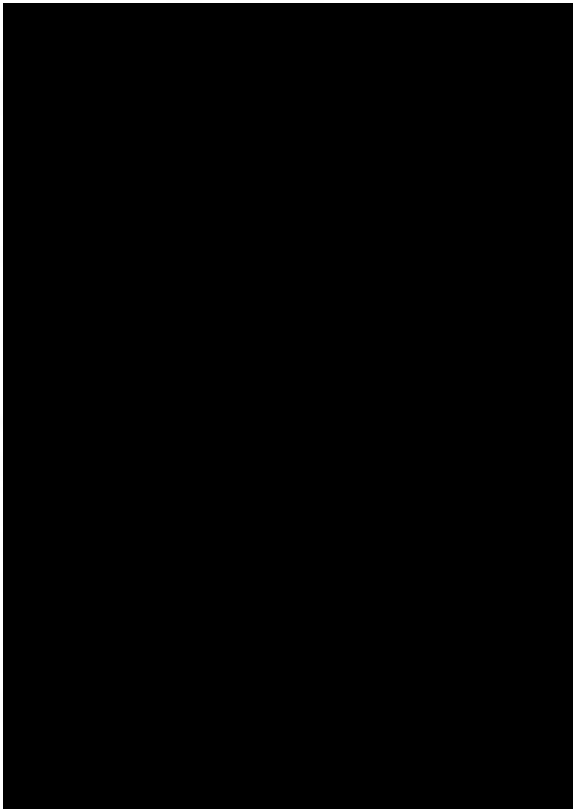
* Performing Principal Balance refers to the Loans that have paid an amount equal to atleast their monthly CMS

SIGNATORIES

EXECUTED and DELIVERED as a DEED by)
PRECISE MORTGAGE FUNDING 2019-1B PLC)
as Issuer)
acting by two directors)
)
per pro Intertrust Directors 1 Limited)
)
)
)
per pro Intertrust Directors 2 Limited)
)

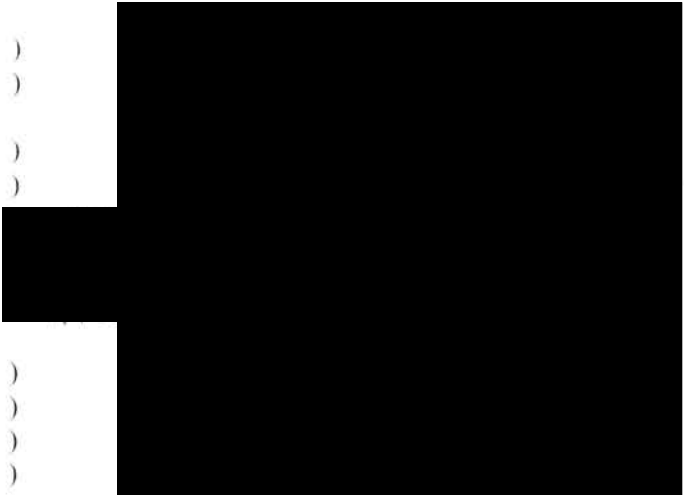
EXECUTED and DELIVERED as a DEED by)
CHARTER MORTGAGES LIMITED)
)
as Servicer and Seller)
acting by its attorney)
)
in the presence of this witness)
)
Witness Signature: )
)
Full Name: )
)
Address: )
)

EXECUTED and DELIVERED as a DEED by)
CHARTER COURT FINANCIAL SERVICES)
LIMITED)
as Legal Title Holder)
acting by its attorney)
)
in the presence of this witness)
)
Witness Signature: )
)
Full Name: )
)
Address: )
)



EXECUTED and DELIVERED as a DEED by)
HSBC CORPORATE TRUSTEE COMPANY (UK))
LIMITED)
as Security Trustee)
acting by ~~its duly authorised Attorney~~)

EXECUTED and DELIVERED as a DEED by)
INTERTRUST MANAGEMENT LIMITED)
)
as Back-Up Servicer Facilitator)
acting by)
)
Director)
)
Director/Secretary)



EXECUTED and DELIVERED as a DEED by)
HSBC CORPORATE TRUSTEE COMPANY (UK))
LIMITED)
as Security Trustee)
acting by its duly authorised Attorney)

EXECUTED and DELIVERED as a DEED by)
INTERTRUST MANAGEMENT LIMITED)
)
as Back-Up Servicer Facilitator)
acting by)
)
Director)
)
~~Director/Secretary~~)

