

**Disability Discrimination Act**

In accordance with the Disability Discrimination Act 1995 we are able to provide upon request a TextPhone facility, audio tapes, large print documentation and Braille documentation. Please contact us on **0800 015 6653** if you require any of these services to be provided so that we can communicate in an appropriate manner.



Future Mortgages is the trading name of Future Mortgages Limited. Registered in England and Wales. Registration No. 3300794.  
Registered Office: 87 Castle Street, Reading RG1 7DX.

FMLF026 (08/07)



Information acquisition

# Generic Application Form Terms & Conditions

# Important Use of Your Information

- A. You have the right to know how we will use your personal information. It is important that you should read this notice, to ensure you are fully aware of how your personal information is being used and your rights in that regard.
- i) **YOU HAVE THE RIGHT TO RECEIVE A COPY OF THE INFORMATION WE HOLD ABOUT YOU IF YOU APPLY TO US IN WRITING: DATA PROTECTION OFFICER, CITIFINANCIAL, 2 VICTORY WAY, DOXFORD INTERNATIONAL BUSINESS PARK, SUNDERLAND, SR3 3XL. A FEE WILL BE PAYABLE.**
- ii) Future Mortgages Limited, CitiFinancial Europe plc, CitiBank International plc; and Citisolutions Financial (UK) Limited would like to contact you from time to time via post/SMS/email/phone with details of products and services which may be of interest to you. If you would not like us to contact you about such products and services please specify this by ticking the relevant box below.
- I would not like to be contacted by:  
Post  SMS (Text)  Email  Phone
- B. We value your privacy and have a policy ("our Privacy Promise") to hold in confidence, information about you and your account. However, in certain circumstances, we may disclose or transfer this information, for example:
- i) if permitted by these Terms and Conditions or your original application  
ii) if required to do so by any court order or similar process  
iii) If required or permitted to do so by law or by the rules of any regulatory body of which we are a member or whose rules or provisions apply to such as, but not limited to, the Financial Services Authority and Office of Fair Trading.  
iv) to the USA and other countries (where necessary) outside the European Union to administer and service your application and or your account. You understand that data protection laws are not as comprehensive in the USA and other countries as in the European Union. Please telephone 0845 738 8873 if you wish to receive details of those countries where your data may be transferred to be processed. However, where such a disclosure takes place we will ensure a contract is in place to ensure the level of protection for your data is maintained.  
v) if we are under a public duty to disclose;  
vi) if it is in our own interests.  
vii) at your request or with your consent.
- C. We may disclose or transfer details of your relationship with us to other organisations within our group for their confidential and internal use. We may also disclose such details to organisations within our group or other third parties where it is reasonably necessary to do so for processing your details with us, or them, or to enable them to provide services to you.
- D. If your account is closed for any reason, we will hold your information about you and your account for no longer than is absolutely necessary.
- E. We may transfer your personal data to our parent company, Citigroup Inc. (or any other parent as a result of merger or amalgamation or corporate restructure) and any other Citigroup organisation in Europe, India or the USA, for processing.
- F. We or other companies of our group and other reputable organisations chosen by us will use, analyse and assess your information to maintain and develop our and their relationships with you. The types of activity that this will include are:
- i) considering any further applications made by you and helping us make credit-related decisions about you and your account with us;  
ii) operating and administering the products and services we and/or they supply;  
iii) servicing your relationships with other companies of our group and other organisation;  
iv) helping us and them to identify products and services which may be of interest to you (unless you have asked us not to); and  
v) helping us and them to understand and develop our and their businesses, including new and innovative products and services.
- G. For operational reasons in order to carry out the activities listed in (F) opposite we may:
- i) link your information between your account and other products and services you maintain with us; and  
ii) link or use information we receive from third parties about you and the conduct of your account, and also your information with information about others with whom you have a financial association. Unless you write to tell us not to, we may use the links or information received from third parties for marketing purposes.
- H. As our means of delivering products and services evolve, the way in which we look at, record and use your information, may develop. In most cases these developments will result from improvements in technology. Where we believe the developments may not be obvious to you, we may give you notice of them. However, once we have notified you of any developments and your account is being maintained for at least 45 days, we will accept that you will be consenting to that development.
- I. Any information that we may receive from third parties including but not limited to details of your transactions, including the name of the recipient of the transaction and the methods used for that transaction made in relation to your account, may be kept by and used by us for analysis in order to provide you with better services, or to mail or call you with any products and services that may be of interest to you. You have a right at any time to stop us from contacting you, as set out in (A) above.
- J. We may undertake further searches at the Credit Reference Agencies to manage your account with us, to make a decision about your credit limit and if we wish to make other products, services or benefits available to you.

# Declarations

## I/We agree and declare that:

1. The details contained in this application are true and accurate and I/We\* shall notify Future Mortgages Ltd if, before any loan is made, the information is found to be incorrect or changes. I/We\* understand that if this application is successful the details in it form part of the terms of the mortgage.

2. Future Mortgages Ltd is authorised to instruct qualified valuers to carry out a valuation of the property upon receipt of this application at its cost. The valuation report is to be obtained solely for the benefit of Future Mortgages Ltd, to enable it to assess the amount of the mortgage loan (if any) it is prepared to make on the security of the property referred to in the application. I/We\* accept that the valuation report confers no rights on Me/Us\* whether against Future Mortgages Ltd or other persons on the basis of negligence or whatsoever in respect of the value or state or condition of the property.

I/We\* understand that Future Mortgages Ltd is not the agent of the valuers and that neither Future Mortgages Ltd nor the valuers will represent or give any assurance to Me/Us\* that the statements, conclusions and opinions expressed or implied in the report and mortgage valuation are accurate or valid and that the valuation report will be supplied without any acceptance of responsibility on their part to Me/Us\*.

I/We\* accept that I/We\* must for My/Our\* protection, obtain independent advice from a surveyor or other professional person as to the condition and value of the property

3. Future Mortgages Ltd is entitled to make such arrangements as it thinks fit with third parties to protect itself against any failure by Me/Us\* to pay the mortgage loan, and that any such arrangements will be for the benefit of Future Mortgages Ltd and not Me/Us\*. I/We\* further acknowledge that Future Mortgages Ltd may pass such third parties any information contained in this application together with any relevant supporting documentation.

4. I/We\* consent to Future Mortgages Ltd and its successors in title and assigns whether at law or in equity and whether as a whole or in part and whether by absolute assignment or by way of security only at any time after a mortgage offer or mortgage have been made:

i) Transferring, assigning or otherwise disposing of the benefits of such mortgage offer, or mortgage and other related security;

ii) entering into any contractual arrangements relating to the funding of such mortgage offer, or mortgage with any person;

iii) Supplying any information contained in this application and any supporting documentation which may hereafter be provided or any other information relating to the property, any mortgage offer, the mortgage, the related security for the mortgage or the history and conduct of My/Our\* account to any interested or potentially interested person, who may rely upon the truth and accuracy of the information contained in this application.

I/We\* confirm that references in this application to Future Mortgages Ltd include its successors in title and assigns whether at law or in equity and whether as to whole or to part.

5. Future Mortgages Ltd may forward statements of account, or other such communication to one or all of the borrowers and not necessarily to each borrower individually.

6. If interest payments (or other payments) are collected from an account which is not in the names of all borrowers, the payment will be made for and on behalf of all joint borrowers named on this application form.

7. My/Our\* Solicitor may disclose to Future Mortgages Ltd any information relevant to their decision to lend and I/We\* waive any right to claim Solicitor/Client confidentiality or legal privilege in respect of such information.

8. Future Mortgages Ltd may contact My/Our\* employers (past and present), bankers, other lenders (past and present), accountants, landlords or other person necessary to verify the information given by Me/Us\* in this application.

9. I/We\* understand that Future Mortgages Ltd will use a credit scoring or other automated decision making system when assessing My/Our\* application.

10. Future Mortgages Ltd may process all the information which I/We\* or My/Our/Your\* agents provide to Future Mortgages Ltd for any purpose connected with the proposed entry by Me/Us\* into a mortgage, and (if applicable) a related insurance policy, with Future Mortgages Ltd, and with the administration of any such mortgage and (if applicable) related insurance policy that I/We\* enter into. Such processing shall include without limitation entering the information onto computer systems, making enquiries, taking up references, credit assessment, dealing with any intermediary involved in arranging My/Our\* mortgage, carrying out any internal administration, any ancillary purposes and any other purposes which Future Mortgages Ltd has notified the Office of the Information Commissioner, that it may make of such information. In so doing, Future Mortgages Ltd shall be entitled to disclose the information to any of its employees, third party contractors who carry out any functions on Future Mortgages Ltd's behalf, solicitors, valuers, other professionals, credit reference agencies, referees and other companies in the same group as Future Mortgages Ltd, or any proposed assignee or transferee of any mortgage offer or mortgage.

11. To prevent and detect fraud, or to assist in verifying your identity, we may make searches of Group records and will check your details with fraud prevention agencies who will supply us with information. We may also pass information to financial and other organisations involved in fraud prevention to protect ourselves and our customers from theft and fraud. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

If you want to receive details of the relevant fraud prevention agencies please write to our Data Protection Officer at 6 Admiral Way, Doxford International Business Park, Sunderland SR3 3XW.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

12. I/We\* accept that in considering My/Our\* application for credit and any relevant insurance Future Mortgages Ltd will search My/Our\* record at credit reference agencies who will supply Future Mortgages Ltd with credit information, as well as information from the electoral register. The credit reference agencies will add to My/Our\* records details of the search whether or not My/Our\* application proceeds. Credit searches, other information which is provided to Future Mortgages Ltd and/or the credit reference agencies about Me/Us\* and those whom I/We\* are linked financially may be used by Future Mortgages Ltd and other companies if credit decisions are made about Me/Us\* or other members of My/Our\* household. Future Mortgages Ltd search will be seen by other organisations which make credit searches.

For these purposes Future Mortgages Ltd, or agencies, may make further searches although these will be added to My/Our\* record, they will not be shared with others.

13. Information held about Me/Us\* by the credit reference agencies may already be linked to records relating to one or more of My/Our\* partners. For the purposes of this application I/We\* may be treated as financially linked and My/Our\* application will be assessed with reference to any "associated" records. If I am a joint applicant or if I have told Future Mortgages Ltd of some other financial association with another person, I must be sure that I am entitled to:

- disclose information about my joint applicant and anyone referred to by me;
- authorise Future Mortgages Ltd to search, link or record information at credit reference agencies about me and anyone referred to by me. An "association" between joint applicants and between Me/Us\* and anyone I/We\* tell Future Mortgages Ltd is My/Our\* financial partner will be created at the credit reference agencies. This will link My/Our\* financial records, each of which will be taken into account in all future applications by either myself or both of us. This will continue until one of us successfully files a disassociation at the credit reference agencies.

14. Where I/We\* borrow from Future Mortgages Ltd, they may give details of My/Our\* account and how I/We\* manage it to credit reference agencies. If I/We\* borrow and do not repay in full and on time, Future Mortgages Ltd may tell credit reference agencies who will record the outstanding debt.

15. Future Mortgages Ltd will also add to My/Our\* record with the credit reference agencies details of My/Our\* agreement with Future Mortgages Ltd the payments I/We\* make under it and any default or failure to keep to its terms and any change of address where a payment is overdue. It is important that I/We\* give Future Mortgages Ltd accurate information.

16. Future Mortgages Ltd funds borrowers using a number of different companies including companies outside of the Future Mortgages group. Which particular Future Mortgages company makes the advance, will depend on a decision made by Future Mortgages Ltd at the time the mortgage offer is made or, in the case of a company outside its group, it will depend on the particular product you have chosen. This application form and the declarations contained in it will therefore be relied upon by Future Mortgages Ltd, its subsidiary companies or other companies within the same group as Future Mortgages Ltd and companies outside its group and all prospective successors in title and assigns (whether legal or equitable and whether by absolute assignment or by way of security only). Any reference within this Application Form and Declarations to Future Mortgages Ltd shall refer to each such company and, if applicable any insurance company providing Future Mortgages Ltd or the applicant(s) with any insurance relating to the mortgage loan, the applicants(s) or the property so that, where relevant, references to the Future Mortgages Ltd also include such insurance companies.

17. I/We\* understand that my loan will be subject to various fees which may be added to the agreed loan (the Gross Advance) and deducted at completion prior to the balance of monies (the Net Advance) being paid to my solicitor. Whilst these fees may vary from time to time. I/We\* acknowledge that details of fees that apply to My/Our\* loan can be or have been confirmed to Me/Us\* prior to submission and by submitting this application to Future Mortgages Ltd I/We accept charging of these fees.

18. It is important to read and understand this declaration and the sheet entitled Use of Your Information. By signing this application I/We\* agree that Future Mortgages Ltd can use My/Our\* information this way.

19. I/We\* confirm that we have received a Key Facts Illustration in respect of the regulated mortgage contract I/We\* have applied for (for RMC's only).

\*As appropriate

### First Applicant

Signature:

Date:

### Second Applicant (if applicable)

Signature:

Date:

### Important Future Communication Information

As a valued customer, we may, from time to time, contact you, via the telephone to discuss products and services to include 1st Mortgage Products which we feel may be of interest to you. To ensure that you are able to receive such information, please sign the box(es) below.

By signing this I/We\* expressly consent to allow Future Mortgages Limited, CitiFinancial Europe plc, Citibank International plc and CitiSolutions Financial (UK) Limited, to contact us regarding information about their products to include 1st Mortgage Products.

### First Applicant

Signature:

Date:

### Second Applicant (if applicable)

Signature:

Date: