

# Mortgage and Insurance Terms of Business

## Terms and Conditions

These terms of business together with our Intermediary Lending Criteria, as notified from time to time (the Terms) set out the conditions under which Santander UK plc (referred to hereafter as we/us/our) accepts mortgage and/or general insurance business regulated by the Financial Services Authority (the FSA) (the Business) from an Intermediary.

An Intermediary means any person introducing Business to us, either directly or via an Appointed Representative (as defined by section 39(2) of the Financial Services and Markets Act 2000), in accordance with these Terms.

### 1 The relationship

- 1.1 Submission of the Mortgage and General Insurance Intermediary Registration Form by the Intermediary to us (or any agent) constitutes agreement by the Intermediary to act in accordance with these Terms:
  - 1.1.1 from 31 October 2004, in respect of Business relating to regulated mortgage contracts; and
  - 1.1.2 from 14 January 2005 in respect of Business relating to regulated general insurance contracts.
- 1.2 In respect of an Intermediary who is the principal of an Appointed Representative, the Intermediary undertakes to ensure that the Appointed Representative introduces Business to us in accordance with these Terms.
- 1.3 We will only accept Business that was submitted in accordance with the Terms and by an Intermediary who is appropriately authorised by the FSA and who otherwise holds all relevant consents, permissions, registrations or licences for the purpose of carrying out its business in accordance with these Terms. In the case of an Intermediary who introduces Business to us via an Appointed Representative, we will only accept business from such an Appointed Representative so long as it remains an Appointed Representative of the Intermediary.
- 1.4 Notwithstanding paragraph 1.3, we reserve the right, at our sole discretion, to refuse all or any Business from an Intermediary and we are not required to give a reason for doing so.
- 1.5 The Intermediary is presumed to act on behalf of its client (the Client) when introducing Business to us and throughout the duration of the Intermediary's relationship with us as governed by these Terms unless and until such time as we are advised otherwise.
- 1.6 From time to time we may introduce certain simplified processes, such as Fast Track, which will be outlined in our Lending Criteria. We reserve the right to withdraw such processes or exclude you from them at anytime for any reason.

### 2 Obligations of the Intermediary

- 2.1 The Intermediary warrants and represents that it:
  - 2.1.1 is the agent of its Client and has the authority to act on behalf of its Client;
  - 2.1.2 holds all relevant legal, regulatory and other authorisations necessary for carrying out its business and for referring Business to us; and
  - 2.1.3 otherwise conducts its business in accordance with the requirements of all relevant laws and regulations.
- 2.2 The Intermediary agrees to inform us immediately in writing in the event that:
  - 2.2.1 it ceases to act on behalf of its Client;
  - 2.2.2 any of its authorisations, registrations or permissions needed to conduct all or part of its business lawfully are not current or are believed to be in jeopardy;
  - 2.2.3 an Appointed Representative ceases to be its Appointed Representative; or
  - 2.2.4 it commits a material breach of any relevant laws or regulations.
- 2.3 The Intermediary undertakes:
  - 2.3.1 to comply with the Intermediary Lending Criteria as notified by us from time to time;

- 2.3.2 to have a range of metrics which clearly demonstrates that the intermediary is Treating Customers Fairly;
- 2.3.3 to act honestly and professionally and to use all due skill and care when acting for the Client, including (but not limited to) ensuring that the Business is suitable for its Client in cases where the Intermediary advises on the Business;
- 2.3.4 that it will give its best endeavours to provide information to us which is true and complete in all material respects. The Intermediary will advise us as soon as it is aware that such information is or becomes untrue or incomplete;
- 2.3.5 to keep all details of its Clients up to date; and
- 2.3.6 that it will not refer Business to us as a direct or indirect consequence of the activities of any person who is not appropriately authorised or exempt from authorisation by the FSA or any other relevant regulatory authority.

### 3 Documentation

- 3.1 The Intermediary must retain and pass on immediately, on request and without amendment, any documentation which is either supplied by us for the benefit of or completion by the Client in relation to the Business, or provided by the Client in relation to the Business unless we agree that you can follow one of the alternative processes set out in the Intermediary Lending Criteria. The Intermediary shall advise us of all material facts known by or divulged to the Intermediary in relation to the Business undertaken or to be undertaken with us.
- 3.2 We may send communications directly to the Client.
- 3.3 All books and documents, computer hardware and software and any other items of property belonging to us and in the possession of or under the control of the Intermediary must at all times be available to us for inspection and be delivered in good condition (fair wear and tear excepted) to us by the Intermediary on demand. All material supplied by us shall be our property.
- 3.4 Other than by using the standard material supplied by us for this purpose, the Intermediary must not publish, circulate, issue or release any advertisement or literature relating to our business or make use of our name or logo or that of any of its subsidiaries or affiliates or associated companies within the Santander Group of companies without previous written authorisation by an officer of ours.
- 3.5 The Intermediary shall not sign or amend any documents or policies on our behalf nor make any statements or promises or representations of any kind whether written or oral which bind or purport to bind us or any employee or director of ours and neither shall the Intermediary hold itself out as having authority to make any such representation.
- 3.6 We reserve the right to ask for additional customer information, including identity evidence, where we deem necessary.

### 4 Payments

- 4.1 We will pay to the Intermediary any commission, charges or fees (together, Payments) due to the Intermediary at the rates set by us from time to time or at any other rate separately agreed with the Intermediary. A note of the rates applicable at any time shall be available on request. The rates of Payments may be changed by us without notice to the Intermediary. Our liability to make Payments shall not be increased beyond the amount ordinarily payable under the contract including VAT where applicable.
- 4.2 We will cease making any Payments to the Intermediary in the event that:
  - 4.2.1 it is notified or it is reasonable to infer that the Intermediary (or its Appointed Representative) is no longer acting or has ceased to be permitted to act on behalf of the Client; or
  - 4.2.2 we are prevented from making Payments by the operation of any law or regulation; but the provisions of this paragraph 4.2 do not apply to Payments already validly accrued to the Intermediary to the extent that we are permitted by law to make such Payments; or
  - 4.2.3 you fail to comply with the Terms.
- 4.3 We reserve the right to cease paying all Payments in the event that any of the directors or partners of the Intermediary enters into a voluntary arrangement, have bankruptcy or liquidation proceedings instituted against them, have a receiver appointed over their assets or have been charged with or convicted of any offence involving fraud or dishonesty.
- 4.4 We reserve the right to withhold payment or require you to repay all or parts of any Commission for Business that was not submitted in accordance with the Terms.



**Abbey**

FOR INTERMEDIARIES

PART OF THE  
SANTANDER GROUP

## 5 Reimbursement of Payments

- 5.1 The Intermediary shall not be entitled to and shall repay any Payments received in connection with Business which is cancelled by the Client or cancelled or voided by us or for any other reason given in these Terms.
- 5.2 Any sums due from the Intermediary, shall be recoverable by us from the Intermediary under any account with us or any company within the Santander Group, regardless of the type of Business such account is held for. Any sums due from the Intermediary may be deducted from any sums owed or becoming owing by us to the Intermediary. We should not be under an obligation to effect such set off.
- 5.3 Exercise by us of our rights under this paragraph 5 shall be without prejudice to any other right or remedies available to us under these Terms or otherwise at law or in equity.
- 5.4 Any sum owed to us by the Intermediary shall be due and payable without any formal demand for payment being issued by us.

## 6 Money Laundering

- 6.1 In connection with all transactions with us, the Intermediary hereby undertakes that:
- 6.1.1 evidence of the identity of all Clients introduced by the Intermediary shall be obtained and recorded (prior to the placing of Business with us) under procedures maintained by the Intermediary in accordance with the provisions of the latest UK Money Laundering Regulations, the Joint Money Laundering Steering Group Guidance Notes for the UK Financial Sector (and all Directives, Regulations, Rules and Guidance Notes issued in substitution thereof or in amendment or addition thereto) and any requirements of ours from time to time notified to the Intermediary.
- 6.1.2 the Intermediary shall identify third parties and shall without detracting from the obligations in 6.1.1 above forward to us with the documents for the transaction such duly completed forms relating to verification of third party identity as we may require from time to time. We shall not be liable for any errors or omissions of the Intermediary in the provision of this information.
- 6.1.3 where a Confirmation of Verification of Identity Certificate (CVIC) is provided, a separate confirmation must be completed for each customer (e.g. joint holders, trustee cases and joint life cases). Where a third party is involved, e.g. a payer of contributions who is different from the customer, the identity of that person must also be verified, and a confirmation provided. A CVIC cannot be used to verify the identity of any customer that falls into one of the following categories:
- those who are exempt from verification as being an existing client of the introducing firm prior to the introduction of the requirement for such verification
  - those who have been subject to Simplified Due Diligence under the Money Laundering Regulations; or
  - those whose identity has been verified using the source of funds as evidence.
- 6.1.4 the Intermediary shall retain the above information and provide to us if required.
- 6.1.5 we shall not be liable for any errors or omissions of the Intermediary in the provision of the information specified in this paragraph 6.

## 7 Confidentiality and Data Protection

- 7.1 Some or all of the information supplied to us will be held on computer and paper and will comprise Personal Data (as defined by the Data Protection Act 1998 (the Act)). This information together with other information, including transactional data, may be accessed by and shared with the group of companies to which we belong (the Santander Group), associated companies, service providers or agents who may be located in other countries. The information will only be used in accordance with our instructions and strict internal confidentiality policies to assist in the provision and servicing of the Business the Intermediary has introduced to us or for any other purpose covered within these Terms. If information is transferred to another country, it will be given the same levels of protection as required under the UK Data Protection Act. The information will be retained for a reasonable period after the relationship with the Intermediary or Client has terminated. The Intermediary has the right to see certain information held by us; such requests should be made in writing to our registered office.
- 7.2 Unless the Intermediary informs us that it does not wish data to be used for this purpose, we shall be entitled to use any information or data supplied by the Intermediary (or its Client providing the Client's permission has been given) for the purposes of conducting market research, preparing strategic or other marketing plans or gauging product sales and may for such purposes disclose such information and data to other companies in the group of companies to which we belong and any organisation with which we have a contractual relationship or otherwise to any party as is consistent with effecting of the above approved uses of such information.
- 7.3 Each party confirms that they are notified under the Act and they agree to ensure that they will at all times comply with the provisions of the Act.
- 7.4 In relation to personal data received from or collected on behalf of us, you agree the following:
- 7.4.1 you will take appropriate technical and organisational measures to guard against unauthorised or unlawful access to, or accidental loss of, such personal data. This shall include, without limitation, appropriate encryption of, and password protected access to, all such data whether stored on stationary or portable device. Such measures shall be in accordance with good industry practice (including the ISO 27001 Security Management Standard) and all guidance from the UK Information Commissioner and the Financial Services Authority from time to time;
- 7.4.2 you will restrict access to such personal data to employees who require to have it;
- 7.4.3 you will notify us immediately of any security breaches that could result in an unauthorised person gaining access to such personal data or to a device on which such personal data is held;
- 7.4.4 you will retain such personal data for no longer than necessary for the purpose for which the personal data is stored and in general.

## 8 Use of Electronic Services

- 8.1 Use of the services available to Intermediaries on our internet websites shall be subject to these Terms and any on-line Terms and Conditions notified to the Intermediary by way of the said services or by any other means.
- 8.2 Email communications are not necessarily secure and may be intercepted or changed after they are sent. We do not accept liability for any such interception or changes.

## 9 Indemnity and Limitation of Liability

- 9.1 The Intermediary shall indemnify us in respect of any liability, losses, damages or costs we may suffer or incur arising from any breach of its warranties, representations or obligations under these Terms (including any breach of a relevant regulatory rule or applicable law) or by reason of any misrepresentation or negligent, tortious or fraudulent act. This indemnity is a continuing obligation.
- 9.2 We will only be liable to the Intermediary for losses arising directly as a result of negligence, fraud or willful default by us or any of our agents. In no event will we be liable for special, indirect, consequential damages or losses, or for loss of profit or business opportunity.

## 10 Variation

- 10.1 We may vary these Terms at any time by either notifying the intermediary or posting an amended copy of these Terms on [www.abbeyforintermediaries.com](http://www.abbeyforintermediaries.com) By submitting business to us, the intermediary accepts the most recent version of these Terms as available on [www.abbeyforintermediaries.com](http://www.abbeyforintermediaries.com) or as otherwise notified to the intermediary.

## 11 Termination

- 11.1 Either party may terminate these Terms by giving one month's notice in writing.
- 11.2 We may terminate these Terms with immediate effect on the occurrence of any one or more of the following:
- 11.2.1 any material breach by the Intermediary or any person or body for which it is responsible (including an Appointed Representative) of any of the provisions contained within these Terms;
- 11.2.2 any misconduct by the Intermediary or any person or body for which it is responsible (including an Appointed Representative) which is or could be reasonably viewed as prejudicial to our business or reputation;
- 11.2.3 the Intermediary or Appointed Representative ceases to be appropriately authorised or exempt (as applicable) under the Financial Services and Markets Act 2000;
- 11.2.4 cessation or suspension or intended cessation or suspension of the Intermediary's operation or in any circumstance where in our reasonable opinion it is likely to affect materially the ability of the Intermediary to perform its obligations under these Terms; or
- 11.2.5 material litigation or reconstruction involving the Intermediary including (without limitation of the foregoing) bankruptcy, dissolution, administration, winding up or seizure of assets; and the Intermediary shall keep us advised in writing of any facts known to it within the scope of this paragraph 11.2.
- 11.3 Any termination of these Terms by us shall be without prejudice to any other remedies that we may be able to pursue against the Intermediary, including in respect of accrued rights under these Terms.
- 11.4 Upon termination, the Intermediary shall:
- 11.4.1 return to us as soon as reasonably practicable any property belonging to us;
- 11.4.2 cease any and all promotion of our Business;
- 11.4.3 repay all sums then and subsequently outstanding to us within 28 days of the termination taking effect or on the date such sum is ascertained (if later).
- 11.5 In the event of termination of this Agreement pursuant to clause 11.2, we reserve the right to withhold any Payments other than those accrued to the date of the termination.

## 12 Notices

- 12.1 Any notice under these Terms shall be in writing and may be served by sending the notice by facsimile or first class prepaid post in the case of us to such address as is advised from time to time by us and in the case of the Intermediary to the last address known to us. Any notice shall be deemed to have been received, in the case of:
- 12.1.1 a facsimile 12 hours after the time of dispatch; and
- 12.1.2 first class prepaid post, 48 hours from the time of posting.

## 13 Applicable Law and Jurisdiction

- 13.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales and the Intermediary agrees to the exclusive jurisdiction of the English courts.

## 14 Miscellaneous

- 14.1 Any failure or delay by us or the Intermediary to exercise or enforce any rights under these Terms and/or in law shall not be deemed to operate as a waiver of any such rights nor prejudice their enforcement in any way.
- 14.2 Neither the rights nor the obligations of the Intermediary may be assigned, transferred or subcontracted or otherwise disposed, in whole or in part, without our prior written consent.
- 14.3 These Terms set out the entire agreement between us and the Intermediary in substitution of any previous oral, written or implied agreement.
- 14.4 The parties do not intend that any term should be enforceable as a result of the Contracts (Right of Third Parties) Act 1999 by any person who is not party to these Terms.
- 14.5 In the event that any provision in these Terms of Business shall be declared void, voidable, illegal or otherwise unenforceable by a judicial or other competent authority the parties agree that any such provision shall be amended in such reasonable manner as achieves the intention of the parties without conflict with the judicial or other competent authority and that the enforceability of the remaining provisions shall not be affected.

- 14.6 We and the Intermediary undertake to act in good faith in relation to the other party for so long as these Terms remain in force and in particular, but without prejudice to the other terms of this agreement, undertake to discuss any dispute that may arise and seek an amicable settlement in relation to any such dispute. For the avoidance of doubt, this will not prejudice the right of either party to take legal proceedings.
- 14.7 The headings in this agreement shall not affect its construction or interpretation.
- 14.8 Nothing in these Terms should be construed as indicating or giving rise to a joint venture or partnership.
- 14.9 We may from time to time make such relevant searches and checks in respect of the Intermediary and its owners/principals (including in relation to credit worthiness) as we see fit.
- 14.10 We may at our discretion support the generation of Key Facts Illustrations ('KFIs') by third parties. The Intermediary acknowledges that we have not authorised such third parties to make representations or give warranties on our behalf.

Santander is able to provide literature in alternative formats. The formats available are: large print, Braille and audio CD. If you would like to register to receive correspondence in an alternative format please give us a call and ask the adviser to fill in the 'SDST Customer Registration' form.

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