

# Declaration form

## Property insurance *(must be completed in all circumstances)*

In all cases, index linked buildings insurance must be maintained for the rebuilding cost of the property.

**Insurance information:** As a contract of insurance requires you to disclose any material fact which would influence an insurer in the assessment or acceptance of your proposal, the following questions must be answered:

1. Have you (or any persons normally resident with you):		
a) ever been convicted of any offence (other than driving offences)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) had any insurer decline or cancel insurance or impose special terms?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) claimed on any home or personal insurance in the last three years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Is it your intention to leave the property unoccupied for more than 30 consecutive days a year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If you have answered yes to any of the above questions, or if you are in doubt as to whether any fact is material, you should provide full details. If you give incorrect or misleading information, any future claim, or your cover as a whole, could be affected.

**This is our standard client agreement upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before proceeding. If you do not understand any point, please ask for further information.**

**By signing I confirm that:**

- a) The information given, whether on the application form or otherwise, is true, accurate, complete and not misleading and that I will notify you promptly of any changes that may occur before the mortgage is completed
- b) I have never been refused a mortgage by another lender
- c) I have never been in arrears with any credit agreement
- d) I have never had a judgement for debt registered against me or been declared bankrupt/ sequestrated or failed to maintain payments under any mortgage or other credit agreement
- e) You may make all enquiries you feel appropriate (including with HM Revenue & Customs under the HMRC Verification Scheme to confirm the income information and documents I have provided are true and genuine, any Credit Reference Agency, or any past/present employer, accountant, lender or bank) for deciding whether to proceed with this application and which you consider necessary for confirmation, credit assessment and account management
- f) If identity and/or immigration papers are provided I give you permission to check my status with the Home Office. I also confirm that in compliance with the 2016 Immigration Act, I give you permission to check my details against the Home office database
- g) I waive any confidentiality or privilege in respect of this application, and the mortgage transaction as a whole, and confirm that any solicitor or other party acting for me is authorised to disclose to you, at any time (whether before or after completion of the mortgage), any information or documentation you request which ought reasonably to be considered relevant or which might reasonably influence your decision to lend, including the entirety of the solicitor's file(s) (regardless of whether there is a joint file or a separate file for me and you), the financial records and the ledger card
- h) If you provide me with a copy of, or extract from, your valuation report you make no representation or warranty (express or implied) nor accept any liability or responsibility in respect of its contents
- i) Any payments in respect of the mortgage are made for, and on behalf of, all parties to it
- j) Where I am not a consumer buy to let borrower, my mortgage is entered in wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by me. I understand that I will not have the benefit of the protection and remedies that would be available to me under the Mortgage Credit Directive Order if the agreement were a regulated mortgage contract under that Order. I am aware that if I am in any doubt as to the consequences of the agreement not being regulated by the Order then I should seek independent legal advice
- k) You may record or monitor any telephone or email communication with me for training purposes or client protection
- l) You may decline this application or withdraw any subsequent offer without stating a reason
- m) Any additional security insurance arrangements are for your benefit only and I have no right or claim in relation to them
- n) I am aware that it is a criminal offence to knowingly provide false information to obtain a mortgage and that it may make me liable to criminal prosecution
- o) I am aware that to forge a signature may make me liable to criminal prosecution
- p) I am aware of and consent to the Securitisation and the Use of Information provisions below

**Securitisation**

I confirm that you may transfer or securitise any mortgage or guarantee that I may have with you. I understand that securitisation typically involves you transferring all or some of the rights and duties that go with the mortgage or guarantee to an investor who normally asks you to carry on administering them as though your own. So that, for example, following securitisation you would normally continue to collect payments and should I experience any difficulties in making payments, or have any queries, I should contact you.

**Credit reference agencies (CRA's)**

- a) In considering your application we will search your personal and, where applicable, business record at one or more CRA's. They will add to your records details of our search and your application and this will be seen by other organisations that make searches. Information held about you by the CRA's may already be linked to records relating to one or more of your partners. For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any 'associated' records
- b) If you are a joint applicant or if you have told us of some other financial association with another person, you must be sure that you are entitled to:
  - Disclose information about your joint applicant and anyone referred to by you
  - Authorise us to search, link or record information at CRA's about you and anyone referred to by you
- c) An 'association' between joint applicants and between you and anyone you tell us is your financial partner will be created at the CRA's. This will link your financial records, each of which will be taken into account in all future applications by either, or both of you. This will continue until one of you successfully files a disassociation at the CRA's
- d) We will/may use a credit scoring or other automated decision-making system when assessing your application. You have the right to obtain human intervention on the part of the controller to express his or her point of view and to contest the decision
- e) We will also add to your personal and, where applicable, business record with one or more of the CRA's details of your agreement with us, the payment you make under it, any default or failure to keep to its terms and any change of address you fail to tell us about where a payment is overdue. These records will be shared with other organisations and used by us and them to trace debtors, recover debt and to manage your account or insurance policies
- f) We may make periodic searches at CRA's and fraud prevention agencies to manage your account with us
- g) If you are a director, we will seek confirmation from CRA's that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House
- h) Information on applications will be sent to CRA's and will be recorded by them including information on your business and its proprietors and CRA's may create a record of the name and address of your business and its proprietors if there is not one already
- i) The credit reference agencies we normally use are:
  - Equifax Ltd, Customer Services Centre, PO Box 10036, Leicester LE3 4FS
  - Experian, Consumer Help Service, PO Box 8000, Nottingham, NG1 5GX
  - Callcredit PLC, 1 Park Lane, Leeds, LS3 1EPIf you are a Limited Company Director, in addition to the above we may also share your information with Creditsafe. They can be contacted at Bryn House, Caerphilly Business Park, Van Road, Caerphilly, CF83 3GR
- j) The CRA's have drafted a notice called 'Credit Reference Agency Information Notice' (CRAIN) which sets out how your data will be processed by Callcredit, Equifax and Experian. Please go to [www.equifax.co.uk/crain.html](http://www.equifax.co.uk/crain.html), [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain) or [www.experian.co.uk/crain/index.html](http://www.experian.co.uk/crain/index.html) to read the notice in full

## Crime and fraud prevention

- k) The personal information we collect from you will be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Your information will also be shared with credit reference agencies (CRAs) to carry out credit checks and record details of your repayment history
- l) Law enforcement agencies may access and use this information. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. 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 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
- m) For these purposes they, or we, may make further searches. These searches may be added to your record and shared with others
- n) If we are unable to accept your application, we will/may pass it onto other members of our group or selected third parties who may search your records at CRA's. The record of these searches will also be kept and seen by other organisations that make searches. The other group members or selected third parties to whom we pass your application may also use automated systems and carry out the checks referred to above
- o) We, the CRA's and fraud prevention agencies will also use the records for statistical analysis about credit, insurance and fraud
- p) We may disclose details on our records about you, the progress of your application to us, your agreement, or the conduct of your account with us to:
  - Any actual or prospective insurer under this agreement who may use them to help decide whether or not to offer cover in fraud prevention and processing claims
  - Any actual or prospective purchaser of this agreement who will use them for statistical analysis
  - Any actual or prospective lender, ranking in priority below us.

Please telephone us on 0800 375 720 if you want to have details of the Credit Reference and Fraud Prevention Agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you if you apply to us in writing.

## Use of information

- 1. You have a right to know how we will use your personal information. It is important that you read our fair processing notice before you apply. This can be found at [www.paragonbank.co.uk/data-protection](http://www.paragonbank.co.uk/data-protection) or a copy can be provided to you on request
- 2. We will disclose personal details (1) to any proposed guarantor of the loan, to our insurers, auditors, professional advisers, sub-contractors or any person providing a service to us who have agreed to treat your personal details as confidential, (2) if required to do so by law or by any regulatory body relevant to our business, (3) as envisaged by this application form or (4) otherwise with your consent
- 3. We may pass details about you and/or the conduct of your account with us to other companies within our group, or selected third parties, who may email, telephone or write to you about their products or services
- 4. We may email, telephone or write to you about products or services of ours, which may be of interest to you
- 5. You have the right to stop us from contacting you or giving your details to others for Marketing activity. Please contact us at any time to make this request. You may also wish to register your telephone number under the Telephone Preference Service
- 6. Paragon accepts no responsibility for any representations made by any employee or agent of Paragon or any other person unless these are incorporated in the offer or are subsequently confirmed by Paragon in writing.

**All applicants/guarantors to the mortgage are required to sign the following section. To forge a signature makes you liable to criminal prosecution.**


Signature	Print name	Date
Signature	Print name	Date
Signature	Print name	Date
Signature	Print name	Date


**We accept no responsibility for any representations made by any employee or agent of ours or any other person unless these are incorporated in the offer or are subsequently confirmed by us in writing.**


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