Chapter 11

Responsible lending, and responsible financing of home purchase plans
11.4 Application

Who?

11.4.1 R
This chapter applies to a firm in a category listed in column (1) of the table in MCOB 11.4.2 R in accordance with column (2) of that table.

11.4.2 R
This table belongs to MCOB 11.4.1 R

<table>
<thead>
<tr>
<th>(1) Category of firm</th>
<th>(2) Applicable section</th>
</tr>
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<tr>
<td>mortgage lender</td>
<td>Whole chapter</td>
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<tr>
<td>home purchase provider</td>
<td>Whole chapter except MCOB 11.6.1G (2), MCOB 11.6.5R (3) and (4), MCOB 11.6.18 R, MCOB 11.6.19 G, MCOB 11.6.20R (2) and MCOB 11.6.20R (9), MCOB 11.6.40 G to MCOB 11.6.59 G, MCOB 11.6.60R (2)(e), (3) and (4) and MCOB 11.7.3 R</td>
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What?

11.4.3 R
This chapter applies:

(1) if a firm enters into a regulated mortgage contract or home purchase plan with a customer; or

(2) if a firm varies an existing regulated mortgage contract or home purchase plan; and

throughout the term of any regulated mortgage contract or home purchase plan which a firm has entered into.
11.5 Purpose

(1) This chapter requires a firm to treat customers fairly by assessing, before deciding to:

(a) enter into a regulated mortgage contract or home purchase plan;

or

(b) vary a regulated mortgage contract or home purchase plan;

whether the customer will be able to repay the sums borrowed and interest (in the case of a regulated mortgage contract) or pay the sums due (in the case of a home purchase plan).

(2) This chapter aims to ensure that customers are not exploited by firms that provide finance in circumstances where the customers are self-evidently unable to repay (or pay) through income and have no alternative means of repayment (or payment).

(3) This chapter sets out some limited exceptions to the requirement to assess the customer's ability to repay (or pay), including transitional arrangements in relation to customers with existing regulated mortgage contracts or home purchase plans which satisfy certain conditions.

(4) This chapter also applies in relation to extending the term of a bridging loan.
11.6 Responsible lending and financing

Contents of this section

11.6.1 G (1) This section sets out rules and guidance for lenders and providers under regulated mortgage contracts and home purchase plans, in relation to the assessment of affordability for the customer of these contracts. Firms have the option of applying certain of the rules and guidance on a modified basis in relation to regulated mortgage contracts and home purchase plans which are solely for a business purpose or are with high net worth mortgage customers. This section also contains (at MCOB 11.6.41 R to MCOB 11.6.52 G) additional rules, with accompanying guidance, in relation to regulated mortgage contracts which are interest-only mortgages. These rules:

(a) restrict the circumstances in which interest-only mortgages may be entered into, and impose additional requirements on mortgage lenders in those limited cases where they are permitted; and

(b) provide for an exception to the requirement to assess affordability in relation to those interest-only mortgages which are interest roll-up mortgages, and restrict the circumstances in which interest roll-up mortgages may be used (see MCOB 11.6.57 R to MCOB 11.6.59 G).

(2) This section also contains (at MCOB 11.6.53 E to MCOB 11.6.54 G) special provisions for mortgage lenders in relation to bridging loans, including some which apply only where the bridging loan is an interest-only mortgage.

The assessment of affordability

11.6.2 R (1) Except as provided in MCOB 11.6.3 R, MCOB 11.6.57 R (Interest roll-up mortgages) and MCOB 11.7 (Transitional arrangements):

(a) before entering into, or agreeing to vary, a regulated mortgage contract or home purchase plan, a firm must assess whether the customer (and any guarantor of the customer's obligations under the regulated mortgage contract or home purchase plan) will be able to pay the sums due; and

[Note: article 18(1) of the MCD]

(b) the firm must not enter into the transaction in (a) unless it can demonstrate that the new or varied regulated mortgage contract or home purchase plan is affordable for the customer (and any guarantor).
(2) In MCOB 11.6, references to payment of sums due means:

(a) in the case of a regulated mortgage contract, the making of the payments to repay the sums advanced and interest reasonably expected to be accrued under the regulated mortgage contract; and

(b) in the case of a home purchase plan, the payment of sums due under the home purchase plan;

in each case as they fall due.

(3) In MCOB 11.6, references to the customer must be read as referring also to any guarantor of the customer’s obligations under the regulated mortgage contract, where the context permits.

(1) MCOB 11.6.2 R does not apply to:

(a) entering into a new regulated mortgage contract or home purchase plan as a replacement for an existing regulated mortgage contract or home purchase plan between the customer and the firm (either as the original mortgage lender or home purchase provider or as the transferee of the existing contract), whether or not the new contract relates to the same property; or

(b) a variation of an existing regulated mortgage contract or home purchase plan;

provided the conditions in (2) are satisfied.

(2) The conditions referred to in (1) are that:

(a) the proposed new or varied regulated mortgage contract or home purchase plan would not involve the customer taking on additional borrowing or (for a home purchase plan, increasing the amount of finance provided under the plan) beyond the amount currently outstanding under the existing regulated mortgage contract or home purchase plan, other than to finance any product fee or arrangement fee for the proposed new or varied contract; and

(b) there is no change to the terms of the regulated mortgage contract or home purchase plan which is likely to be material to affordability.

(3) MCOB 11.6.2 R does not apply to a variation to the terms of a regulated mortgage contract or home purchase plan which is made solely for the purposes of forbearance where the customer has a payment shortfall, or in order to avoid a payment shortfall.

(1) If a firm treats any of the following changes as not likely to be material to affordability, this may be relied upon as tending to show contravention of MCOB 11.6.2 R:
(a) an extension of the term of the regulated mortgage contract or home purchase plan which it is reasonable to expect will extend into (or further into) the customer's retirement (including a change from a mortgage with a term to a retirement interest-only mortgage); or

(b) changing from a repayment mortgage to an interest-only mortgage, or vice versa; or

(c) the addition or removal of a customer.

(2) The list in (1) is not exhaustive.

11.6.5 R When assessing for the purposes of MCOB 11.6.2 R whether a customer will be able to pay the sums due, a firm:

(1) must not base its assessment of affordability on the equity in the property which is used as security under the regulated mortgage contract or is subject to the home purchase plan, or take account of an expected increase in property prices;

[Note: article 18(3) of the MCD]

(2) must take full account of:

(a) the income of the customer, net of income tax and national insurance; and, as a minimum

(b) (i) the customer's committed expenditure; and

(ii) the basic essential expenditure and basic quality-of-living costs of the customer's household;

[Note: article 20(1) of the MCD]

(3) (if it is a mortgage lender) must assess affordability on the basis of both repayment of capital and payment of interest over the term, except where lending under an interest-only mortgage in accordance with MCOB 11.6.41R (1); and

(4) (if it is a mortgage lender) must take account of the impact of likely future interest rate increases on affordability, as set out in MCOB 11.6.18 R.

[Note: article 18(1) of the MCD]

11.6.6 R For the purposes of MCOB 11.6.2 R, a firm must not rely on a general declaration of affordability by the customer or his representative.

Income multiples

11.6.7 G A firm may wish to impose a limit, expressed as a multiple of the customer's income, on the amount it is prepared to advance under a regulated mortgage contract or home purchase plan. Such an approach is not, of itself, inconsistent with MCOB 11.6.2 R but, in accordance with the rules in this section, the firm must be able to demonstrate that the loan is affordable, having taken full account of the customer's income and expenditure, and (for a mortgage lender) the impact of future likely interest rate increases on affordability.
In taking account of the customer’s income (in accordance with MCOB 11.6.5R (2)(a)) for the purposes of its assessment of whether the customer will be able to pay the sums due:

1. a firm must obtain evidence of the income declared by the customer for the purposes of the customer’s application for the regulated mortgage contract or home purchase plan (or variation). The evidence, whether document-based or derived through the use of automated systems, must be of a type and for a period which is adequate to support each element of income that the firm is taking into account, and subject to appropriate anti-fraud controls; and

2. a firm must not accept self-certification of income by the customer, and the source of the evidence in (1) must be independent of the customer.

In relation to taking account of the customer’s income for the purposes of its assessment of whether the customer will be able to pay the sums due:

1. income may be derived from sources other than employment (such as pensions or investments), or from more than one job;

2. the evidence necessary to comply with MCOB 11.6.8 R will vary according to factors such as the employment status and the nature of the employment of the customer (for example, whether he is employed, self-employed, a contractor or retired), his length of employment and, in particular, any elements of income that are not contractually guaranteed. For example: income from overtime working may be evidenced by payslips over a period of time or by checking the level of income regularly paid into a bank account;

3. for a self-employed customer, a firm may wish to consider using projections of future income, where these form part of a credible business plan;

4. a firm may use information it already holds about a customer’s income, for example where the customer holds a current account with the mortgage lender;

5. the source of evidence may be independent of the customer even where it is supplied by the customer; for example, in the form of payslips, bank statements or tax returns;

6. a firm may use information provided to it by a home finance intermediary or other third party, including electronic sources of information, but the firm will retain responsibility for compliance with this chapter; and

7. mortgage lenders and home purchase providers are reminded of their obligations under SYSC 8 in respect of outsourcing where they choose to use a third party to verify income information.
For the purposes of a mortgage lender’s or home purchase provider’s assessment of whether the customer will be able to pay the sums due:

1. the committed expenditure of a customer in MCOB 11.6.5R (2)(b)(i) is his credit and other contractual commitments which will continue after the regulated mortgage contract or home purchase plan (or variation) is entered into;

2. the basic essential expenditure of a customer’s household in MCOB 11.6.5R (2)(b)(ii) comprises expenditure for: housekeeping (food and washing); gas, electricity and other heating; water; telephone; council tax; buildings insurance; ground rent and service charge for leasehold properties; and essential travel (including to work or school); and

3. the basic quality-of-living costs of a customer’s household in MCOB 11.6.5R (2)(b)(ii) are its expenditure which is hard to reduce and gives a basic quality of life (beyond the absolute essential expenditure in (2)).

Examples of committed expenditure are: credit commitments such as secured and unsecured loans and credit cards; hire purchase agreements; child maintenance; alimony; and the cost of a repayment strategy where the customer has an interest-only mortgage (where affordability has not been assessed on a capital and interest basis: see MCOB 11.6.48 R (Assessing affordability under an interest-only mortgage)).

Examples of basic quality-of-living costs (which can be reduced, but only with difficulty) are: clothing; household goods (such as furniture and appliances) and repairs; personal goods (such as toiletries); basic recreation (television, some allowance for basic recreational activities, some non-essential transport); and childcare.

For the purposes of its assessment of whether the customer will be able to pay the sums due:

1. a firm may generally rely on any evidence of income or information on expenditure provided by the customer unless, taking a common sense view, it has reason to doubt the evidence or information;

2. in taking account of the customer’s committed expenditure, a firm must take reasonable steps to obtain details of the customer’s actual outstanding commitments; and

3. in taking account of the basic essential expenditure and basic quality-of-living costs of a customer’s household, a firm may obtain details of the actual expenditure. Alternatively, it may use statistical data or other modelled data appropriate to the composition of the customer’s household, including the customer, dependent children and other dependents living in the household. If it uses statistical or other modelled data a firm must apply realistic assumptions to determine the level of expenditure of the customer’s household.
(1) Examples of evidence of income in MCOB 11.6.12R (1) are payslips and bank statements.

(2) If a firm obtains details of the customer’s credit commitments from the customer, it should corroborate the information, for example by making a credit reference agency search or checking credit card or bank statements.

(3) Where the customer’s credit or contractual commitments are due to end shortly after the regulated mortgage contract or home purchase plan (or variation) has been entered into, a firm should take a common sense approach to deciding whether to include those commitments in its assessment of whether the customer will be able to pay the sums due, according to such factors as the remaining term of the commitment and the magnitude of payments required under it.

Future changes to income and expenditure

If a firm is, or should reasonably be aware from information obtained during the application process, that there will, or are likely to, be future changes to the income and expenditure of the customer during the term of the regulated mortgage contract or home purchase plan, the firm must take them into account when assessing whether the customer will be able to pay the sums due for the purposes of MCOB 11.6.2R.

(1) Examples of future changes to income and expenditure in MCOB 11.6.14R are: reductions in income that may come about following the customer’s retirement; where it is known that the customer is being made redundant; or where the firm is aware of another loan commitment that will become due during the term of the regulated mortgage contract or home purchase plan, such as an equity loan to assist in property purchase.

(2) If the term of a regulated mortgage contract or home purchase plan would extend beyond the date on which the customer expects to retire (or, where that date is not known, the state pension age), a firm should take a prudent and proportionate approach to assessing the customer’s income beyond that date. The degree of scrutiny to be adopted may vary according to the period of time remaining to retirement when the assessment is made. The closer the customer is to retiring, the more robust the evidence of the level of income in retirement should be. For example, where retirement is many years in the future, it may be sufficient merely to confirm the existence of some pension provision for the customer by requesting evidence such as a pension statement; where the customer is close to retirement, the more robust steps may involve considering expected pension income from a pension statement. In accordance with MCOB 11.6.12R (1), a firm should take a common sense view when assessing any information provided by the customer on his expected retirement date.

(3) Where an additional loan commitment is expected to become due during the term of the regulated mortgage contract or home purchase plan, the mortgage lender should assess whether the regulated mortgage contract or home purchase plan will remain
affordable when the loan commitment becomes due, unless there is an appropriate repayment strategy in place to repay that loan, such as through the sale of the property which is the subject of the regulated mortgage contract or home purchase plan.

When assessing the affordability of a retirement interest-only mortgage with joint borrowers, the firm should consider the ability of a single borrower to continue making the required payments if the other dies, taking into account relevant evidence such as pensions payable to the surviving spouse or civil partner.

Debt consolidation and credit-impaired consumers

11.6.16 R

(1) This rule applies where:

(a) a purpose of a regulated mortgage contract or home purchase plan (or variation) is debt consolidation; and

(b) for a first charge regulated mortgage contract, the customer is a credit-impaired customer.

(2) Subject to (3), where each of the conditions in (1) is satisfied and, if the debts which are to be repaid using the sums raised by the regulated mortgage contract or home purchase plan (or variation) were not repaid, the transaction would not be affordable for the customer, the firm must take reasonable steps to ensure that, on completion of the transaction, those debts are actually repaid.

(3) The requirement in (2) does not apply if the firm has assumed that the customer’s existing debts which are to be repaid using the sums raised by the regulated mortgage contract or home purchase plan (or variation) will not in fact be repaid and, accordingly, include them as committed expenditure in the affordability assessment for the customer.

11.6.17 G

The requirement in ■ MCOB 11.6.16R (2) for reasonable steps may be satisfied by the mortgage lender’s, or home purchase provider’s, repaying the committed expenditure directly to the creditors concerned as a condition of granting the regulated mortgage contract or home purchase plan.

Considering the effect of future interest rate rises

11.6.18 R

(1) Under ■ MCOB 11.6.5R (4), in taking account of likely future interest rate increases for the purposes of its assessment of whether the customer will be able to pay the sums due, a mortgage lender must consider the likely future interest rates over a minimum period of five years from the expected start of the term of the regulated mortgage contract (or variation), unless the interest rate under the regulated mortgage contract is fixed for a period of five years or more from that time, or for the duration of the regulated mortgage contract (or variation), if less than five years.

(2) In coming to a view as to likely future interest rates, a mortgage lender must have regard to:

(a) market expectations; and

(b) any prevailing Financial Policy Committee recommendation on appropriate interest-rate stress tests;

and must be able to justify the basis it uses by reference to (a) and (b).
(3) For the purposes of this rule, even if the basis used by the mortgage lender in (2) indicates that interest rates are likely to fall, or to rise by less than 1%, during the first five years of the regulated mortgage contract (or variation), a mortgage lender must assume that interest rates will rise by a minimum of 1% over that period.

11.6.18A Under MCOB 11.6.5R (4), in taking account of likely future interest rate increases for the purposes of its assessment of whether the customer will be able to pay the sums due, a second charge lender must also consider the likely future interest rates of any regulated mortgage contract in existence at the time of the assessment and remaining in existence after the relevant second charge regulated mortgage contract has been entered into.

(2) The second charge lender must, at a minimum, base its assessment under (1) on the balance outstanding of any regulated mortgage contract relevant under (1).

11.6.19 In relation to MCOB 11.6.18R (2):

(1) an example of market expectations is the forward sterling rate published on the Bank of England website. A mortgage lender should not use its own forecast; and

(2) a mortgage lender should not link its determination to market expectations without considering the likely effect of rate changes in accordance with the market expectations on the specific regulated mortgage contract in question.

Responsible lending or financing policy

A firm must put in place, and operate in accordance with, a written policy (which may be contained in more than one document), approved by its governing body, setting out the factors it will take into account in assessing a customer's ability to pay the sums due. The policy must address the following matters:

(1) how income and expenditure is to be assessed, including (except as provided in MCOB 11.6.32R (1) and MCOB 11.6.39R (1)):

(a) details of the types of income which are acceptable;

(b) the proportion of different income streams which is acceptable;

(c) how variations in income over time, of which the firm is aware, are to be considered;

(d) what is acceptable evidence of income (including the time period to be covered by the evidence); and

(e) how committed expenditure, basic essential expenditure and basic quality-of-living costs are taken into account when assessing affordability;

(2) how future interest rates are taken into account when assessing affordability;
(3) the calculations used to determine whether the regulated mortgage contract or home purchase plan is affordable;

(4) how the mortgage lender's or home purchase provider's anti-fraud controls are incorporated into affordability assessments;

(5) how the mortgage lender's or home purchase provider's method of calculating the size of the advance for each customer, based on a consideration of the customer's income and expenditure, is to be monitored, including the timing of reviews and key performance indicators to be used (see MCOB 11.6.22 R (Monitoring));

(6) the actions to be taken if the mortgage lender's or home purchase provider's calculation method, referred to in (5), does not perform as expected;

(7) how regular audits of compliance with the mortgage lender's or home purchase provider's responsible lending or financing policy established in accordance with this rule are to be undertaken (as required by MCOB 11.6.24 R);

(8) how the record keeping requirements in MCOB 11.6.60 R are to be met;

(9) (if applicable) the matters required by MCOB 11.6.50 R (Interest-only policy); and

(10) (if applicable) how the firm will apply the rules in MCOB 11.7 (Transitional arrangements) so as to permit exceptions to its procedures for affordability assessments, to include arrangements for use of management information to monitor its application of those exceptions.

[Note: article 18(2) of the MCD]

11.6.21 Examples of different income streams in MCOB 11.6.20R (1)(b) are: income derived from sources other than employment; income from more than one job; and elements of income that are not contractually guaranteed.

11.6.21A An MCD mortgage lender must keep a record of the valuation and types of immovable property accepted as a security, as well as the related mortgage underwriting policies used.

[Note: article 19(2) and second sentence of article 26(1) of the MCD]

11.6.21B When considering the period for which the records kept under MCOB 11.6.21A R are to be retained, MCD mortgage lenders are reminded of the high-level record-keeping provisions in SYSC.

Monitoring

11.6.22 A firm must put in place, and be able to demonstrate that it has, robust systems and controls (including the use of management information and key performance indicators) to monitor the effectiveness of its affordability assessments, including in preventing payment difficulties.
11.6.23 Except as provided in MCOB 11.6.32R (2) and MCOB 11.6.39R (2), the monitoring in MCOB 11.6.22R should:

1. include use of management information, key performance indicators and root cause analysis to review and (where appropriate) adjust and improve the mortgage lender’s or home purchase provider’s method of calculating the size of the advance for each customer, based on a consideration of the customer’s income and expenditure; and

2. take place on a regular basis. However, a firm should put in place key performance indicators that trigger more frequent reviews; for example, if the incidence of customers being in arrears, or of early arrears, is higher than expected.

11.6.24 A firm must ensure that its compliance with the responsible lending or financing policy required by MCOB 11.6.20R is reviewed at least once per calendar year:

1. in any case where the firm has an internal audit function or outsourced equivalent, by that function; and

2. in any other case, by the firm’s internal compliance function or an outsourced equivalent.

Alternative provisions for loans which are solely for a business purpose

11.6.25 Where a regulated mortgage contract is solely for a business purpose, a firm may opt to apply MCOB 11.6.26R to MCOB 11.6.31R in place of MCOB 11.6.5R to MCOB 11.6.19G.

11.6.26 When assessing for the purposes of MCOB 11.6.2R whether a customer will be able to pay the sums due, a firm:

1. must not base its assessment of affordability on the equity in the property which is used as security under the regulated mortgage contract, or take account of an expected increase in property prices;

2. must:

   (a) where the repayments will be made from the resources of the customer:

      (i) take full account of the income, net of income tax and national insurance, or net assets (or both) of the customer; and the customer’s committed expenditure; and

      (ii) take account, in general terms as a minimum, of the basic essential expenditure and basic quality-of-living costs of the customer’s household; and

   (b) where the repayments will be made from the financial resources of the business, take full account of the strength of those resources;

3. in a case falling within (2)(b), if the customer is relying on the business for his personal income, must as a minimum consider in
general terms whether the business can support the customer’s basic essential expenditure and basic quality-of-living costs;

(4) must assess affordability on the basis of both repayment of capital and payment of interest over the term, except where lending under an interest-only mortgage in accordance with MCOB 11.6.41R (1); and

(5) must take account of the impact of likely future interest rate increases on affordability.

11.6.27 R For the purposes of MCOB 11.6.2 R, a firm must not rely on a general declaration of affordability by the customer or his representative.

11.6.28 R In taking account (in accordance with MCOB 11.6.26R (2)) of the customer’s income or net assets (or both) and the resources of the business for the purposes of its assessment of whether the customer will be able to pay the sums due:

(1) a firm must obtain evidence of the income or net assets (or both) of the customer and the resources of the business, as declared by the customer for the purpose of the customer’s application for the regulated mortgage contract (or variation); and

(2) a firm must not accept self-certification of income by the customer, and the source of the evidence in (1) must be independent of the customer.

11.6.29 R In MCOB 11.6.26 R, for the purposes of taking full account of committed expenditure and taking account in general terms of basic essential expenditure and basic quality-of-living costs, the meaning of those phrases is as set out in MCOB 11.6.10 R.

11.6.30 G The information which a firm should consider when taking account, for the purposes of MCOB 11.6.26R (2)(b), of the strength of the financial resources of the business will vary according to the characteristics of the business, but may include factors such as the cash flow, assets and liabilities of the business.

11.6.31 R If a firm is, or should reasonably be aware from information obtained during the application process, that there will, or are likely to, be future changes to the income and expenditure of the customer, or the resources of the business, during the term of the regulated mortgage contract, the firm must take them into account when assessing whether the customer will be able to pay the sums due for the purposes of MCOB 11.6.2 R.

11.6.32 R Where a firm chooses, in accordance with MCOB 11.6.25 R, to apply the provisions of MCOB 11.6.26 R to MCOB 11.6.31 R in place of MCOB 11.6.5 R to MCOB 11.6.19 G:

(1) its policy in MCOB 11.6.20R (1) need not address each of the matters prescribed in sub-paragraphs (a) to (e) of that rule;
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(2) MCOB 11.6.23 G does not apply; and

(3) in each case the record-keeping requirements in MCOB 11.6.60R (2)(a) to (d) apply only to the extent relevant, but the record in MCOB 11.6.60R (1) must also include, to the extent relevant:

(a) the customer's assets and the evidence relied on to assess them; and

(b) the details considered in relation to the resources of the business.

Alternative provisions for loans with high net worth mortgage customers

Where a regulated mortgage contract is for a high net worth mortgage customer, a firm may opt to apply MCOB 11.6.34 R to MCOB 11.6.38 R in place of MCOB 11.6.5 R to MCOB 11.6.19 G.

When assessing for the purposes of MCOB 11.6.2 R whether a customer will be able to pay the sums due, a firm:

(1) must not base its assessment of affordability on the equity in the property which is used as security under the regulated mortgage contract, or take account of an expected increase in property prices;

[Note: article 18(3) of the MCD]

(2) must:

(a) take full account of the income, net of income tax and national insurance, or net assets (or both) of the customer; and the customer’s committed expenditure; and

(b) take account, in general terms as a minimum, of the basic essential expenditure and basic quality-of-living costs of the customer’s household;

[Note: article 20(1) of the MCD]

(3) must assess affordability on the basis of both repayment of capital and payment of interest over the term, except where lending under an interest-only mortgage in accordance with MCOB 11.6.41R (1); and

(4) must take account of the impact of likely future interest rate increases on affordability.

For the purposes of MCOB 11.6.2 R, a firm must not rely on a general declaration of affordability by the customer or his representative.

In taking account of the customer’s income or net assets (or both) (in accordance with MCOB 11.6.34R (2)(a)) for the purposes of its assessment of whether the customer will be able to pay the sums due:

(1) a firm must obtain evidence of the income or net assets (or both) declared by the customer for the purpose of the customer’s application for the regulated mortgage contract (or variation); and
(2) a firm must not accept self-certification of income by the customer, and the source of the evidence in (1) must be independent of the customer.

11.6.37 R In MCOB 11.6.34 R, for the purposes of taking full account of committed expenditure and taking account in general terms of basic essential expenditure and basic quality-of-living costs, the meaning of those phrases is as set out in MCOB 11.6.10 R.

11.6.38 R If a firm is, or should reasonably be, aware from information obtained during the application process, that there will, or are likely to, be future changes to the income and expenditure of the customer during the term of the regulated mortgage contract, the firm must take them into account when assessing whether the customer will be able to pay the sums due for the purposes of MCOB 11.6.2 R.

11.6.39 R Where a firm chooses, in accordance with MCOB 11.6.33 R, to apply the provisions of MCOB 11.6.34 R to MCOB 11.6.38 R in place of MCOB 11.6.5 R to MCOB 11.6.19 G:

(1) its policy in MCOB 11.6.20 R (1) need not address each of the matters prescribed in sub-paragraphs (a) to (e) of that rule;

(2) MCOB 11.6.23 G does not apply; and

(3) in each case the record-keeping requirements in MCOB 11.6.60 R (2)(a) to MCOB 11.6.60 R (2)(d) apply only to the extent relevant, but the record in MCOB 11.6.60 R (1) must also include, to the extent relevant, the customer’s assets and the evidence relied on to assess them.

Interest-only mortgages

11.6.40 G The rules in this part (MCOB 11.6.41 R to MCOB 11.6.49 R) provide that interest-only mortgages may be entered into by mortgage lenders in limited circumstances.

11.6.40A G A shared equity credit agreement may be an interest-only mortgage.

Entering into interest-only mortgages

11.6.41 R (1) A mortgage lender may only enter into an interest-only mortgage, or switch a repayment mortgage onto an interest-only basis for all or part of its term, if:

(a) it has evidence that the customer will have in place a clearly understood and credible repayment strategy; and

(b) as far as it is reasonably able to assess at that time, the repayment strategy has the potential to repay the capital borrowed and any interest reasonably expected to be accrued under the interest-only mortgage.

(2) In MCOB 11.6, a reference to an interest-only mortgage is to be read as including any regulated mortgage contract which includes an
A mortgage lender must not accept speculative repayment strategies for the purposes of (1).

Firms are reminded that:

(1) interest-only mortgages include those where some, but not all, interest is payable at the end of the term. Accordingly, the requirement in MCOB 11.6.41R (1)(b) applies equally to such interest-only mortgages as it does to those where all of the interest is accrued until the end of the term; and

(2) a lifetime mortgage is a type of interest-only mortgage, as full repayment of capital and interest is not required over the term. Accordingly, the requirements in the Handbook (including in MCOB 11.6 and MCOB 11.7) which apply to interest-only mortgages apply to lifetime mortgages, unless specifically disapplied. Depending always on its terms, a lifetime mortgage may also be an interest roll-up mortgage, as noted in MCOB 11.6.59 G.

Acceptance by a mortgage lender of any of the following repayment strategies for the purposes of MCOB 11.6.41R (1) may be relied upon as tending to show contravention of that rule:

(1) regular deposits into a savings or investment product;

(2) the periodic repayment of capital from irregular sources of income (such as bonuses or some sources of income from self-employment);

(3) the sale of assets such as another property or other land owned by the customer; and

(4) for a shared equity credit agreement or a retirement interest-only mortgage, the sale of the property which is the subject of the agreement.
(1) an expectation that the value of the property which is the subject of the regulated mortgage contract will increase over its term sufficiently to enable the customer to sell the property to repay the capital borrowed and, where applicable, pay the interest accrued under the interest-only mortgage;

(2) an intention on the part of the customer to utilise an expected, but uncertain, inheritance to repay the capital borrowed and, where applicable, pay the interest accrued under the interest-only mortgage; and

(3) the sale of the property which is the subject of the regulated mortgage contract, where that is the customer's main residence and the mortgage lender does not consider whether the property will have the potential to:
   (a) provide sufficient funds for the customer to repay the capital borrowed and, where applicable, the interest accrued under the interest-only mortgage; and
   (b) allow the customer to purchase a cheaper property to reside in or execute any other associated strategy.

The above list is not exhaustive.

11.6.46A In complying with MCOB 11.6.46E(3)(b) does not apply in relation to a retirement interest-only mortgage.

11.6.47 In complying with MCOB 11.6.41R (1), where a customer's repayment strategy is the sale of the property which is the subject of the regulated mortgage contract, a mortgage lender may wish to consider, as part of its assessment of that repayment strategy, factors such as the equity in the property when considered in relation to the level of property prices in the relevant area at the time of the consideration or, for a lifetime mortgage, the borrower's life expectancy.

Assessing affordability under an interest-only mortgage

For the purposes of MCOB 11.6.2 R, where a mortgage lender is lending under an interest-only mortgage in accordance with MCOB 11.6.41R (1), it may assess affordability on the basis of payment of interest only over the term (plus repayment of such capital as may be due to be repaid over the term). If it does so, it must consider as part of the customer's committed expenditure under MCOB 11.6.5R (2)(b)(i) (or the equivalent alternative provision for transactions with high net worth mortgage customers or solely for business purposes) the cost to the customer of the repayment strategy (unless the mortgage is a retirement interest-only mortgage).

Review during the term of interest-only mortgages

(1) This rule applies in relation to all interest-only mortgages which a mortgage lender enters into on or after 26 April 2014 except:
   (a) lifetime mortgages;
   (aa) retirement interest-only mortgages;
   (b) bridging loans; and
(c) any other case where the repayment of capital borrowed and, if applicable, interest accrued, is certain.

(2) Except as set out in (3), a mortgage lender must carry out a review (as a minimum, once) during the term of the mortgage, in which contact is made with the customer, to check that the customer’s repayment strategy is still in place, and that it is still reasonable to expect that the repayment strategy has the potential to repay the capital borrowed and, where applicable, pay the interest reasonably expected to be accrued under the interest-only mortgage. The review must be carried out at a stage of the term when, if the repayment strategy is not in place, or not adequate, there is likely to be sufficient time prior to the end of the term for the customer to take appropriate steps to remedy the situation.

(3) The review in (2) is not required in any case where, despite reasonable efforts to contact the customer, the mortgage lender has been unable to do so.

(4) Following the review in (1), where appropriate the mortgage lender must take reasonable steps to discuss with the customer what may be done to address the situation.

Interest-only policy

A mortgage lender which enters into interest-only mortgages (unless they are only lifetime mortgages) must include in the policy which is required by MCOB 11.6.20 R (Responsible lending and financing policy) a policy on interest-only mortgages, setting out its processes and procedures for ensuring compliance with MCOB 11.6.41R (1) and for safeguarding the interests of customers during the term of interest-only mortgages. This policy must include:

(1) details of the mortgage lender’s plans for lending by way of interest-only mortgages, including its planned volumes of lending on that basis over a specified period, and provision for reviewing the actual volumes of lending on that basis, including the timing and method of review;

(2) specification of the types of repayment strategy which will be considered acceptable, and the evidential requirements and other controls which will be applied to ensure that only such types will be accepted, including the controls to be applied where the repayment strategy is the sale of the property which is the subject of the regulated mortgage contract;

(3) the procedures for checking the existence and adequacy of the repayment strategy in line with the policy, including questions to be asked of the customer;

(4) the arrangements for monitoring and auditing compliance with the policy, processes and procedures (see MCOB 11.6.22 R and MCOB 11.6.24 R (Monitoring)); and

(5) the process for the review required by MCOB 11.6.49 R which, as a minimum:

(a) prescribes the timing of the review;
(b) prescribes the content of the review, including the questions to be asked of the customer and the actions to be taken if the customer proves difficult to contact or otherwise does not cooperate with the review;

(c) sets out how it is to be decided whether the customer’s repayment strategy meets the criteria in MCOB 11.6.49R (2); and

(d) sets out the actions which will be appropriate to be considered during the discussions in MCOB 11.6.49R (2), depending on the circumstances of the customer.

11.6.51 The controls in MCOB 11.6.50R (2) may include, where appropriate: maximum loan to value limits; minimum equity requirements; regional factors such as property prices; or other eligibility requirements.

11.6.52 MCOB 11.6.50 R sets out requirements for mortgage lenders to have appropriate procedures for managing interest-only mortgages in order to safeguard the interests of customers. Firms are reminded of the rules and guidance in SYSC (notably SYSC 7.1) relating to systems and controls for the management of risks to which firms themselves are exposed. Firms will need to consider whether their systems and controls are adequate in relation to the management of risks arising from interest-only mortgages.

Assessing the customer’s repayment strategy for bridging loans

11.6.53 For a bridging loan which is an interest-only mortgage, acceptance by a mortgage lender as a repayment strategy for the purposes of MCOB 11.6.41R (1) of an expectation that, by entering into the bridging loan, the customer’s credit status will be sufficiently improved to enable him to refinance to a longer-term regulated mortgage contract (except where the mortgage lender has evidence of a guaranteed offer for such a longer-term contract) may be relied upon as tending to show contravention of that rule.

11.6.54 For a bridging loan which is an interest-only mortgage, in complying with MCOB 11.6.41R (1):

(1) where the customer’s repayment strategy is the sale of his existing home, the mortgage lender may wish to consider asking for it to be supported by an independent valuation of that property, as a condition of accepting that repayment strategy; and
(2) where the customer’s repayment strategy is the replacement of the bridging loan with a mainstream regulated mortgage contract, the mortgage lender should not accept that repayment strategy unless it is reasonably satisfied that a mainstream mortgage lender will be willing to enter into a regulated mortgage contract with the customer. A firm may wish to consider requesting evidence of a guaranteed offer or agreement in principle that will be in place once the existing term of the bridging loan has expired, or obtain the necessary income and expenditure information, in order to be so satisfied.

Extending the term of a bridging loan

11.6.55 Except in relation to a secured overdraft which is solely for a business purpose or is with a high net worth mortgage customer:

(1) when considering extending the term of a bridging loan, a mortgage lender must comply with MCOB 11.6.2 R as if the bridging loan were a new loan;

(2) where MCOB 11.6.2 R does not apply in relation to extending the term of a bridging loan (because the bridging loan is an interest roll-up mortgage, and therefore MCOB 11.6.57 R applies), the mortgage lender must consider with the customer, before he commits himself to extend the term, the impact of the extension on the customer’s remaining equity in the property which is the subject of the bridging loan; and

(3) a firm must not agree to extend the term of a bridging loan unless the customer has made a positive choice to do so.

11.6.56 Firms are reminded that, when extending the term of a bridging loan to which MCOB 11.6.55 R does not apply, in accordance with MCOB 2.5A.1 R, they must act honestly, fairly and professionally in accordance with the best interests of their customer.

Interest roll-up mortgages

11.6.57 The requirements in MCOB 11.6.2 R (and any Handbook provisions applicable only to that rule) do not apply in relation to an interest roll-up mortgage, or to the type of lifetime mortgage described in MCOB 9.4.132AR.

11.6.57A The type of lifetime mortgage described in MCOB 9.4.132AR is one under which the customer makes payments to start with, but which can be converted to an interest roll-up mortgage at any time of the customer’s choosing.

11.6.58 A mortgage lender may not enter into an interest roll-up mortgage, or vary an existing regulated mortgage contract so that it becomes an interest roll-up mortgage, unless it is:

(1) a lifetime mortgage; or

(2) a bridging loan; or
(3) a loan to a high net worth mortgage customer; or

(4) a loan solely for business purposes; or

(5) a shared equity credit agreement.

11.6.59 A shared equity credit agreement may be an interest roll-up mortgage.

**Record-keeping**

11.6.60 (1) A firm must make, in paper or electronic form, an adequate record of the steps it takes to comply with the rules in this chapter in relation to each customer.

(2) The record in (1) must include the information taken into account in each affordability assessment, so that it is possible to understand from the record the basis of the mortgage lender’s or home purchase provider’s lending or financing decision, including (except as provided in MCOB 11.6.32R (3) and MCOB 11.6.39R (3)):

(a) the customer’s income, including, where relevant, a breakdown of the different income types;

(b) the customer’s committed expenditure;

(c) the basic essential expenditure and basic quality-of-living costs of the customer’s household (whether actual expenditure for that household or assumed expenditure from statistical or other modelled data, including information to show why the assumed data is appropriate to that customer’s household);

(d) the evidence relied on to assess income and expenditure;

(e) the rate or assumptions used to test affordability against likely future interest rate rises;

(f) the repayment type and term of the regulated mortgage contract, or the term of the home purchase plan; and

(g) the calculation used to determine whether the regulated mortgage contract, home purchase plan is (or, where applicable, following the variation, remains) affordable for the customer.

(3) In relation to interest-only mortgages, the record in (1) must include:

(a) the reasons for each decision to offer an interest-only mortgage to a customer;

(b) the evidence of the customer’s repayment strategy and, where applicable, its cost;
(c) details of the firm’s attempts to contact the customer where required by [MCOB 11.6.49 R]; and
(d) the outcome of each review required by [MCOB 11.6.49 R] (whether conducted once during the term of the interest-only mortgage or more frequently).

(4) In relation to the extension of the term of a bridging loan which falls within [MCOB 11.6.55 R], the record in (1) must include:
(a) the customer’s positive choice to extend the term;
(b) the reasons for the decision to extend the term; and
(c) the evidence of the customer’s repayment strategy and its cost.

(5) A firm must retain the records required by (1) to (4) for the term of the regulated mortgage contract or home purchase plan.

(6) Where a firm enters into or varies a regulated mortgage contract or home purchase plan under [MCOB 11.7] (Transitional arrangements), it must keep, for the term of the contract or plan, a record of:
(a) the outstanding balance on the existing contract or plan;
(b) the cost of the repairs or maintenance work to the property, where relevant;
(c) any product fee or arrangement fee financed by any additional borrowing taken on under the contract or increase in the amount of finance provided under the plan; and
(d) the rationale for each decision made to enter into or vary a regulated mortgage contract or home purchase plan under [MCOB 11.7] (Transitional arrangements), including why the firm considered it to be in the customer’s best interests.

(7) A firm must make, and keep up to date, an adequate record of the policy required by [MCOB 11.6.20 R]. When the policy is changed, a record of the previous policy must be retained for so long as any regulated mortgage contract or home purchase plan to which it was applicable remains outstanding.

[Note: article 18(2) of the MCD]

For the purposes of [MCOB 11.6.60 R] (2)(c) and (g), if it is not practicable for the firm to record on the customer’s file full details of the calculation method applied, it should record clearly which version of that method was applied in order that the file can be reviewed in conjunction with the applicable version of the method, so that it is possible to reconstruct the lending decision.
11.7 Transitional arrangements

11.7.1 When considering entering into a first charge regulated mortgage contract or varying a first charge regulated mortgage contract or home purchase plan, a firm need not apply the rules in MCOB 11.6.2 R to MCOB 11.6.18 R inclusive (as modified by MCOB 11.6.25 R to MCOB 11.6.31 R and MCOB 11.6.33 R to MCOB 11.6.38 R, where applicable) if it has established, acting reasonably, that the following conditions are satisfied:

(1) the customer has:
   (a) an existing first charge regulated mortgage contract (whether or not entered into on or after 31 October 2004) with the firm or home purchase plan (whether or not entered into on or after 6 April 2007) which was in existence prior to 26 April 2014; or
   (b) an existing first charge regulated mortgage contract with the firm or home purchase plan which was entered into in reliance on, and in compliance with, MCOB 11.7;

(2) subject to MCOB 11.7.2 R, the proposed regulated mortgage contract or home purchase plan, or variation, would not involve the customer taking on additional borrowing (or, for a home purchase plan, increasing the amount of finance provided under the plan) beyond the amount currently outstanding under the existing regulated mortgage contract or home purchase plan, other than to finance any product fee or arrangement fee for the proposed new or varied contract;

(3) the proposed transaction would be in the customer’s best interests; and

(4) the customer has not, after 26 April 2014 increased the size of the advance under the existing regulated mortgage contract or home purchase plan other than to finance any relevant product fee or arrangement fee in relation to, or the cost of essential repairs or maintenance to the property which is the subject of, that regulated mortgage contract or home purchase plan.

11.7.2 The condition in MCOB 11.7.1R (2) does not apply if each of the following conditions is satisfied:

(1) the firm is the mortgage lender or home purchase provider under the existing regulated mortgage contract or home purchase plan in MCOB 11.7.1R (1);
(2) the value of the property which is the subject of the regulated mortgage contract or home purchase plan is at risk if repairs or maintenance work to the property are not carried out;

(3) the funds generated by the additional borrowing or increase in finance provided are to be used to carry out the repairs or maintenance work; and

(4) the firm has obtained credible evidence which demonstrates that the additional borrowing or increase in finance are no more than the cost of the repairs or maintenance work.

(5) the proposed transaction is:

(a) the variation of an existing non-MCD first charge regulated mortgage contract,

(b) the entry into a non-MCD first charge regulated mortgage contract, or

(c) a home purchase plan or variation of a home purchase plan.

11.7.3 R

(1) When considering entering into a first charge regulated mortgage contract which is an interest-only mortgage or varying a first charge regulated mortgage contract which is an interest-only mortgage, a mortgage lender need not apply the rules in ■ MCOB 11.6.41R (1), ■ MCOB 11.6.49 R, ■ MCOB 11.6.50 R and ■ MCOB 11.6.60R (3) if the conditions in ■ MCOB 11.7.1 R) are satisfied, and if it has established, acting reasonably, that the existing regulated mortgage contract in ■ MCOB 11.7.1R (1) is an interest-only mortgage.

(2) Where only part of the sum advanced under the existing regulated mortgage contract is on an interest-only basis, (1) applies, but only to that part.

11.7.4 G

In accordance with its obligation under Principle 6 to treat its customers fairly, a firm should not treat a customer with whom it enters into or varies a regulated mortgage contract or home purchase plan pursuant to this section 11.7 less favourably than it would treat other customers with similar characteristics, for example by offering less favourable interest rates or other terms.

11.7.5 G

Firms should note the record-keeping requirements at ■ MCOB 11.6.60R (6) which apply when regulated mortgage contracts and home purchase plans are entered into or varied under this section.

11.7.6 R

Where a firm has elected to apply any of MCOB TPs 22, 24, 26, 28, 30, 32, 34, 36, 38 or 40 in ■ MCOB TP 1.1, any first charge regulated mortgage contract they propose to enter into between 21 September 2015 and 21 March 2016 is not to be regarded as an MCD regulated mortgage contract for the purposes of this chapter.
11.8 Customers unable to change regulated mortgage contract, home purchase plan or provider

11.8.1 Where a customer is unable to:

(1) enter into a new regulated mortgage contract or home purchase plan or vary the terms of an existing regulated mortgage contract or home purchase plan with the existing mortgage lender or home purchase provider; or

(2) enter into a new regulated mortgage contract or home purchase plan with a new mortgage lender or home purchase provider;

the existing mortgage lender or home purchase provider should not (for example, by offering less favourable interest rates or other terms) take advantage of the customer's situation or treat the customer any less favourably than it would treat other customers with similar characteristics. To do so may be relied on as tending to show contravention of Principle 6 (Customers’ interests).