

**MORTGAGE CREDIT DIRECTIVE (AMENDMENT NO 2) INSTRUMENT 2015****Powers exercised**

- A. The Financial Conduct Authority makes this instrument in the exercise of the following powers and related provisions in the Financial Services and Markets Act 2000 ('the Act'):
- (1) section 137A (The FCA's general rules);
  - (2) section 137T (General supplementary powers); and
  - (3) section 139A (Power of the FCA to give guidance).
- B. The rule-making powers listed above are specified for the purpose of section 138G (Rule-making instruments) of the Act.

**Commencement**

- C. This instrument comes into force as follows:
- (1) Part 1 of Annex C, and Annex D, come into force on 4 December 2015;
  - (2) the remainder of this instrument comes into force on 21 March 2016 immediately after the Mortgage Credit Directive Instrument 2015 comes into force.

**Amendments to the Handbook**

- D. The modules of the FCA's Handbook of rules and guidance listed in column (1) below are amended in accordance with the Annexes to this instrument listed in column (2) below:

(1)	(2)
Glossary of definitions	Annex A
Training and Competence sourcebook (TC)	Annex B
Mortgages and Home Finance: Conduct of Business sourcebook (MCOB)	Annex C
Supervision manual (SUP)	Annex D
Consumer Credit sourcebook (CONC)	Annex E

**Amendments to material outside the Handbook**

- E. The Perimeter Guidance manual (PERG) is amended in accordance with Annex F to this instrument.

**Notes**

- F. In the Annexes to this instrument, the "notes" (indicated by "**Note:**") are included for the convenience of readers but do not form part of the legislative text.

**Citation**

- G. This instrument may be cited as the Mortgage Credit Directive (Amendment No 2) Instrument 2015.

By order of the Board  
3 December 2015

## Annex A

## Amendments to the Glossary of definitions

In this Annex, underlining indicates new text and striking through indicates deleted text, unless otherwise stated.

Insert the following new definition in the appropriate alphabetical position. This text is not underlined.

*residential renovation agreement* an unsecured *credit agreement* the purpose of which is the renovation of residential property, as described in paragraph 2a of article 2 of the *Consumer Credit Directive*.

Amend the following definitions as shown.

*credit-related regulated activity* (1) ~~(except in FEES)~~ (in accordance with section 22 of the *Act* (the classes of activity and categories of investments)) any of the following activities specified in Part 2 or 3A of the *Regulated Activities Order* (Specified Activities):

...

(ga) *advising on regulated credit agreements for the acquisition of land* (article 53DA);

...

(2) ~~(in FEES) (in accordance with section 22 of the *Act* (the classes of activity and categories of investments)) any of the following activities specified in Part 2 or 3A of the *Regulated Activities Order* (Specified Activities):~~

~~(a) the activities in (1)(a)–(m); and~~

~~(b) *advising on regulated credit agreements for the acquisition of land* (article 53DA);~~

~~which is carried on by way of business and relates to a *specified investment* applicable to that activity or, in the case of (j) and (k) listed in (1), relates to information about a *person's financial standing*. [deleted]~~

*customer* (B) in the *FCA Handbook*

...

(5) (in relation to a *credit-related regulated activity*, other than in relation to an *MCD credit agreement*) an *individual* who enters, may enter or has entered into a

*credit agreement or a consumer hire agreement; and:*

...

*regulated mortgage  
contract*

(a) (in relation to a contract) a contract which:

...

(ii) is not a *home purchase plan*, a limited payment second charge bridging loan, a second charge business loan, an investment property loan, an exempt consumer buy-to-let mortgage contract, an exempt equitable mortgage bridging loan or a limited interest second charge credit union loan within the meaning of article 61A(1) or (2) of the *Regulated Activities Order*.

...

## Annex B

## Amendments to the Training and Competence sourcebook (TC)

In this Annex, underlining indicates new text and striking through indicates deleted text.

## 2.1 Assessing and maintaining competence

...

Knowledge and competence requirements before starting MCD credit agreement activities

...

- 2.1.5F G Where an *employee*, carrying on an activity in relation to a *regulated mortgage contract*, has attained the appropriate qualification required by TC Appendix 1, a firm may for the purposes of TC 2.1.5BR assess that *employee* as having knowledge and competence. Additionally, *firms* will need to meet ~~the separate requirements in this sourcebook such as the assessment of competence in TC 2.1.1R~~ any other requirements in this or other sourcebooks that are applicable, taking into account the *employee's* role and responsibilities.

...

## App 2.1 Territorial scope subject to the limitation in TC Appendix 3

App R  
2.1.1

	<i>UK domestic firm</i>	<i>Incoming EEA firm</i>	<i>Overseas firm (other than an incoming EEA firm)</i>
...	...	...	...
<del><i>Regulated mortgage activity and reversion activity</i></del> <u>Mortgage activities and reversion activities numbers 20, 20A, 21, 21A, 21B, 22 and 23 in TC App 1.1.1R;</u> <u><i>MCD credit agreement activities</i> numbers 23A to 23E</u>	TC applies if the <i>customer</i> is resident in the <i>United Kingdom</i> at the time the <del><i>regulated mortgage activity</i></del> or <del><i>reversion activity</i></del> activity is carried on; and  TC also applies if the <i>customer</i> is resident in another <i>EEA State</i>	Same as for <i>UK domestic firm</i> <u>except that:</u>  <u>(1) if the <i>firm</i> carries on the activity from an establishment maintained by the <i>firm</i> or its appointed representative in the <i>United Kingdom</i> and the <i>customer</i> is resident in another</u>	Same as for <i>UK domestic firm</i>

<p><u>in TC App 1.1.1R</u></p>	<p>(at the time that the activity is carried on) but only if the activity is carried on from an establishment maintained by the <i>firm</i> or its <i>appointed representative</i> in the <i>United Kingdom</i>.</p> <p>[<b>Note:</b> article 9(3)(ii) of the <i>MCD</i>]</p>	<p><u>EEA State</u> when the activity is carried on, <u>TC does not apply;</u> and</p> <p><u>(2) if the <i>firm</i> carries on the activity from an establishment maintained by the <i>firm</i> in another <i>EEA State</i> (and the <i>customer</i> is resident in the <i>United Kingdom</i> when the activity is carried on), the following provisions of <i>TC</i> apply: <i>TC</i> 2.1.5AR; <i>TC</i> 2.1.5BR(2), (3), (5) and (6); <i>TC</i> 2.1.5CR; <i>TC</i> 2.1.5DG; <i>TC</i> 2.1.5ER; and <i>TC</i> 2.1.5FG.</u></p> <p>[<b>Note:</b> article 9(3) of the <i>MCD</i>]</p>	
<p>Any other activity in Appendix 1</p>	<p>...</p>	<p>...</p> <p>[<b>Note:</b> article 9(3)(i) of the <i>MCD</i>]</p>	<p>...</p>

## Annex C

**Amendments to the Mortgages and Home Finance: Conduct of Business sourcebook  
(MCOB)**

In this Annex, underlining indicates new text and striking through indicates deleted text.

**Part 1: Comes into force on 4 December 2015**

**TP 1 Transitional Provisions**

**TP 1.1 Transitional Provisions**

(1)	(2) Material to which the transitional provision applies	(3)	(4) Transitional provision	(5) Transitional provision: dates in force	(6) Handbook provisions: coming into force
...					
<u>56</u>	<u>MCOB 5 Annex 1R</u>	<u>R</u>	<u>A firm to which MCOB 5.6 applies (pursuant to MCOB 5.1) may elect from 4 December 2015 to use the text in the section of MCOB 5 Annex 1R headed “Where can you get more information about mortgages?” as it will be in force from 21 March 2016.</u>	<u>4 December 2015 to 20 March 2016</u>	<u>21 March 2016</u>
<u>57</u>	<u>MCOB 5 Annex 1R</u>	<u>R</u>	<u>A firm to which MCOB 5.6 applies (pursuant to MCOB 5.1) may elect to use the text in the section of MCOB 5 Annex 1R headed “Where can you get more information about mortgages?” as in force immediately prior to 21 March 2016.</u>	<u>21 March 2016 to 3 December 2016</u>	<u>21 March 2016</u>
<u>58</u>	<u>MCOB 5 Annex 1R</u>	<u>G</u>	<u>MCOB 5.6 sets out the required content of an illustration to be provided to a customer by a firm, where required by MCOB 5.5. MCOB 5 Annex 1R, which sets out the format for that</u>		

			<p><u>illustration</u>, is amended on 21 March 2016. TP 56 and TP 57 allow a <i>firm</i> to elect the time at which to begin using the wording in the section of the <i>illustration</i> headed “Where can you get more information about mortgages?”, as amended from 21 March 2016, as long as the <i>firm</i> begins to use the new wording within the period 4 December 2015 to 3 December 2016.</p>		
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**Part 2: Comes into force on 21 March 2016**

**5 Pre-application disclosure**

...

**5 Annex 1R The mortgage illustration: table of contents, prescribed text and prescribed section headings and subheadings.**

...

**[...]. Where can you get more information about mortgages?**

The Money Advice Service publishes useful guides on choosing a mortgage. These are available free through its website: [www.moneyadvice.service.org.uk](http://www.moneyadvice.service.org.uk), or by calling 0300 500 5000. ~~The website also provides Comparative Tables to help you shop around.~~

...

**7.6 Mortgages: event-driven information**

...

Further advances

**7.6.7 R** Before a *customer* submits an application to a *firm* for a further advance on an existing *regulated mortgage contract* or for a further advance that is a new *regulated mortgage contract*, if the further advance requires the approval of the *mortgage lender*, the *firm* must provide the *customer* with an *illustration* that complies with the requirements of ~~MCOB 5 (Pre-~~



~~application disclosure) and MCOB 7.6.9R to MCOB 7.6.17R for the further advance, unless an *illustration* has already been provided or the *regulated mortgage contract* is for a business purpose or to a *high net worth mortgage customer* and the *firm* has chosen to comply with the tailored provisions for *regulated mortgage contracts* for a business purpose or loans to *high net worth mortgage customers* (see MCOB 7.7 (Business loans and loans to high net worth mortgage customers: tailored provisions)): either~~

- ~~(1) an *illustration* that complies with the requirements of MCOB 5 (Pre-application disclosure) and MCOB 7.6.9R to MCOB 7.6.17R; or~~
- ~~(2) an *ESIS* that complies with MCOB 5A (MCD pre-application disclosure) and MCOB 7B.1.4R (MCD: further advances);~~

~~unless:~~

- ~~(3) such an *illustration* or *ESIS* has already been provided; or~~
- ~~(4) the *regulated mortgage contract* is for a business purpose and the *firm* has chosen to comply with the tailored provisions for *regulated mortgage contracts* for a business purpose; or~~
- ~~(5) the *regulated mortgage contract* is with a *high net worth mortgage customer* and the *firm* has chosen to comply with the tailored provisions for loans to *high net worth mortgage customers*;~~

~~(see MCOB 7.7 (Business loans and loans to high net worth mortgage customers: tailored provisions)).~~

7.6.8 G If a number of different *firms* are involved in relation to the transaction referred to in MCOB 7.6.7R, having regard to MCOB 2.5.4R(2), those *firms* should take reasonable steps to establish which one of them is responsible for providing the *customer* with the *illustration* or *ESIS* required by MCOB 7.6.7R.

7.6.9 R The An *illustration* provided in accordance with MCOB 7.6.7R(1) must:

... ...

7.6.14 R (1) The *illustration* provided in accordance with MCOB 7.6.7R(1) may diverge from the requirements of MCOB 5 (Pre-application disclosure) where it is necessary to do so in order to reflect the fact that the *illustration* is being provided for a further advance.

(2) The *ESIS* provided under MCOB 7.6.7R(2) may diverge from the requirements of MCOB 5A where it is necessary to do so to reflect that the *ESIS* is being provided for a further advance.

...

7.6.16 R (1) ...

(2) (~~In all other cases~~ the case of any other illustration), *MCOB 5.6.16R* is replaced...

7.6.17 R (1) Where the further advance for which the *customer* has applied is in the form of an annual insurance premium secured by a first legal charge, a *firm*:

(a) may, instead of providing an *illustration* or *ESIS* in accordance with *MCOB 7.6.7R*, provide confirmation of the matters required by *MCOB 7.6.5R*; and

...

...

...

**Annex D**

**Amendments to the Supervision manual (SUP)**

In this Annex, underlining indicates new text and striking through indicates deleted text, unless otherwise stated.

**Comes into force on 4 December 2015**

**13 Annex 1R            Passporting: Notification of intention to establish a branch in another EEA State**

(SUP 13 Annex 1R - Notification under SUP 13.5.1R)

...

**Filling in the Form**

...

3. All firms should answer sections 1, 2 and ~~11~~ 12. Sections 3 - ~~10~~ 11 refer to specific directives...

...

**11 Mortgage Credit Directive ('MCD')**

<b><u>11.1</u></b>	<b><u>1</u></b>	<b><u>Type of notification</u></b>	<input type="checkbox"/> <b><u>First notification</u></b>  <input type="checkbox"/> <b><u>Change to previous notification</u></b>
	<b><u>2</u></b>	<b><u>Name of MCD credit intermediary</u></b>	.....
	<b><u>3</u></b>	<b><u>If MCD credit intermediary is a natural person, date of birth</u></b>	
	<b><u>4</u></b>	<b><u>Head office address</u></b>	..... .....
	<b><u>5</u></b>	<b><u>E-mail</u></b>	.....
	<b><u>6</u></b>	<b><u>Telephone number</u></b>	.....
	<b><u>7</u></b>	<b><u>Fax number</u></b>	
	<b><u>8</u></b>	<b><u>Branch e-mail</u></b>	.....
	<b><u>9</u></b>	<b><u>Name(s) and date(s) of birth of natural person(s) managing the</u></b>	.....

<u>branch</u>	.....
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**11.2 You must select those activities that you wish to carry out under MCD as listed in article 4(5) or 4(21) of MCD.**

<u>offers/presents credit agreements</u>	
<u>assists in preparatory/pre-contractual administration work</u>	
<u>concludes credit agreements</u>	
<u>provides advisory services</u>	
<u>tied credit intermediary</u>	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> <u>No</u>
<u>In case of a tied credit intermediary:</u> a) <u>Identification of creditors or groups to which it is tied in the host Member State (name and type, including their registration number(s))</u> b) <u>Whether the MCD credit intermediary is exclusively tied to only one creditor (name and type including their registration number)</u> c) <u>Confirmation the creditors take full and unconditional responsibility for the MCD credit intermediation activities</u>	a) ..... b) ..... c) .....

## 11 12 Declaration

...

I enclose the following sections (mark the appropriate section)

...	
<u>Section 11 – Mortgage Credit Directive</u>	<input type="checkbox"/>
<u>Section <del>11</del> 12 – Declaration (mandatory)</u>	...

...

After SUP 13 Annex 8 insert the following new Annex. The text is not underlined.

**13 Annex 9R            Notification under SUP 13.5.2R(7)**

*[see next page]*



## Notice of intention to provide cross border services in another EEA state in accordance with the Mortgage Credit Directive (*MCD*) [SUP 13 Annex 9R]

**FIRM NAME:**

**FRN:**

### **Purpose of this form**

You should complete this form if you are a *UK firm* that wishes to exercise a passport right to provide *cross border services* in another *EEA State* under the *MCD*.

### **Important information you should read before completing this form**

A *UK firm* can only use this form if it is entitled to provide *cross border services* into another *EEA State* subject to the conditions of the *MCD* (see Schedule 3A of the Financial Services and Markets Act 2000 (FSMA)). By completing this form, you are confirming this is the case. *UK firms* should consult the legislation or take legal advice both in the *UK* and in the relevant *EEA State(s)* if they are in any doubt.

We give guidance on this in the Supervision manual (*SUP*). In particular, a *UK firm* that wants to exercise an *EEA right* must have the specific activity included in its Scope of Permission.

### **Filling in the form**

- 1.** If you are using your computer to complete the form, use the TAB key to move from question to question and press SHIFT TAB to move back to the previous question. Once completed, print the relevant sections and sign the declaration in section 4.
- 2.** If you are filling in the form by hand, use black ink, write clearly and, once you have completed the relevant sections, sign the declaration in section 4.
- 3.** All firms should answer sections 1, 2 and 3.
- 4.** Please e-mail this form to [passport.notifications@fca.org.uk](mailto:passport.notifications@fca.org.uk)

**Please send to:**

Financial Conduct Authority  
25 The North Colonnade  
London

:

Canary Wharf  
E14 5HS

# 1 Contact details

## 1.1 Details of the person at the firm we should contact about this notification

Firm reference number	
Title	
Contact name	
Address Line 1	
Address Line 2	
Postcode	
Country	
Telephone number	
Fax number	
Email address	

## 2 Details of the services to be provided

### 2.1 Please indicate the EEA State(s) into which services are to be provided.

States required	
Austria	<input type="checkbox"/>
Belgium	<input type="checkbox"/>
Bulgaria	<input type="checkbox"/>
Cyprus	<input type="checkbox"/>
Croatia	<input type="checkbox"/>
Czech Republic	<input type="checkbox"/>
Denmark	<input type="checkbox"/>
Estonia	<input type="checkbox"/>
Finland	<input type="checkbox"/>
France	<input type="checkbox"/>
Germany	<input type="checkbox"/>
Gibraltar	<input type="checkbox"/>
Greece	<input type="checkbox"/>
Hungary	<input type="checkbox"/>
Iceland	<input type="checkbox"/>
Italy	<input type="checkbox"/>
Ireland	<input type="checkbox"/>
Latvia	<input type="checkbox"/>
Liechtenstein	<input type="checkbox"/>
Lithuania	<input type="checkbox"/>
Luxembourg	<input type="checkbox"/>
Malta	<input type="checkbox"/>
Netherlands	<input type="checkbox"/>
Norway	<input type="checkbox"/>
Poland	<input type="checkbox"/>
Portugal	<input type="checkbox"/>
Romania	<input type="checkbox"/>
Slovak Republic	<input type="checkbox"/>
Slovenia	<input type="checkbox"/>
Spain	<input type="checkbox"/>
Sweden	<input type="checkbox"/>
All States	<input type="checkbox"/>

#### Note to Question 2.1

UK firms have the right to provide cross border services to Gibraltar. So, references in this form to an EEA State include references to Gibraltar (see the Financial Services and Markets Act (Gibraltar) Order 2001).

### 2.2 Tell us the proposed date for the business to start\*.

Date	dd/mm/yy
------	----------

## 3 Mortgage Credit Directive (MCD)

### 3.1

1	Name of MCD credit intermediary	
---	---------------------------------	--

\* There may be restrictions on the date which business can start which arise from EU law. We will notify you if this applies.



2	Type of notification (first/change)	
3	Head office address	
4	If <i>MCD credit intermediary</i> is a natural person, date of birth	
5	E-mail	
6	Telephone number	
7	Fax number	
8	Services to be provided by the <i>MCD credit intermediary</i> in the host Member State	<input type="checkbox"/> offers/presents credit agreements <input type="checkbox"/> assists in preparatory/pre-contractual administration work <input type="checkbox"/> concludes credit agreements <input type="checkbox"/> provides advisory services
9	<i>Tied MCD credit intermediary</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	In case of a <i>tied MCD credit intermediary</i> :  a) Name and registration number of the creditor(s) or groups to which the intermediary is tied in the host Member State  b) Whether the <i>MCD credit intermediary</i> is exclusively tied to only one creditor (name and type including their registration number)  c) Confirmation that the creditors take full and unconditional responsibility for the activities of the <i>tied MCD credit intermediary</i>	a) .....  b) .....  c) .....

## 4 Declaration

**Note to Declaration**

If you are submitting this notification electronically you do not need to provide a signature here. However, you still need to have the authority to make this notification on behalf of the *firm*.

It is a criminal offence to knowingly or recklessly give us information that is false or misleading. If necessary, please seek appropriate professional advice before supplying information to us.

There will be a delay in processing the notification if any information is inaccurate or incomplete. And failure to notify us immediately of any significant change to the information provided may result in a serious delay in the notification process.

- **I understand it is a criminal offence knowingly or recklessly to give the *FCA/PRA* information that is false or misleading in a material particular.**
- **I confirm that the information in this form is accurate and complete to the best of my knowledge and belief.**
- **I confirm that I am authorised to sign on behalf of the *firm*.**

Name	
Position	
Signature	
Date	dd/mm/yy

I enclose the following sections (mark the appropriate section)

Section 1 – Contact details	<input type="checkbox"/>
Section 2 – Details of the services	<input type="checkbox"/>
Section 3 – Mortgage Credit Directive	<input type="checkbox"/>
Section 4 – Declaration	<input type="checkbox"/>

Amend the following as shown.

**16.12 Integrated Regulatory Reporting**

...

Regulated Activity Group 12

16.12.29B G *SUP* 16.12.29CR does not apply:

...

(2A) to a firm if the only credit-related regulated activity it carries on is advising on regulated credit agreements for the acquisition of land;

...

...

**16 Annex 38BG NOTES FOR COMPLETION OF THE DATA ITEMS RELATING TO CONSUMER CREDIT ACTIVITIES**

...

**Scope**

...

7. The credit-related regulated activities are:

...

g. Debt administration;

ga. Advising on regulated credit agreements for the acquisition of land (article 53DA);

...

## Annex E

### Amendments to the Consumer Credit sourcebook (CONC)

In this Annex, underlining indicates new text and striking through indicates deleted text.

#### 4 Pre-contract requirements

...

#### 4.2 Pre-contract disclosure and adequate explanations

Application

4.2.1 R This section, unless otherwise stated in or in relation to a *rule*:

...

- (3) does not apply to an agreement under which the *lender* provides the *customer* with *credit* which exceeds £60,260, unless the agreement is a residential renovation agreement;

...

#### 4.3 Adequate explanations: P2P agreements

Application

...

4.3.2 R This section (apart from *CONC* 4.3.6R) does not apply to:

- (1) an agreement under which the *lender* provides the prospective *borrower* with *credit* which exceeds £60,260, unless the agreement is a residential renovation agreement; or

...

#### 11 Cancellation

##### 11.1 The right to cancel

...

11.1.3 G Section 66A of the *CCA* (right to withdraw) does not apply to an agreement for *credit* exceeding £60,260 (unless the agreement is a residential renovation agreement), an agreement secured on *land*, a *restricted-use*

*credit agreement* to finance the purchase of *land* or an agreement for a bridging loan in connection with the purchase of *land*. ...

...

## 11.2 Right of withdrawal: P2P agreements

Application

...

- 11.2.2 R This section does not apply to a *P2P agreement* under which *credit* exceeding £60,260 is, was or would be provided unless the agreement is a *residential renovation agreement*.

...

## 15 Agreements secured on land

### 15.1 Application

...

- 15.1.2 G *Firms* which carry on *consumer credit lending* or *credit broking* should comply with all *rules* which apply to that *regulated activity* in *CONC* and other parts of the *Handbook*. For example, *CONC 7* applies to matters concerning arrears, default and recovery (including repossession) and applies generally, including to agreements to which this chapter applies. This chapter sets out specific additional requirements and *guidance* that apply in relation to *credit agreements* secured on *land* (see *CONC 1.2.7G*). Certain arranging and introducing activities in relation to investment property loans (as defined by article 61A of the *Regulated Activities Order*), ~~*Regulated regulated mortgage contracts* and *home purchase plans*~~ ~~are not regulated credit agreements~~ and are excluded, to the extent specified in article 36E of the *Regulated Activities Order*, from *credit broking*.

## Annex F

### Amendments to the Perimeter Guidance manual (PERG)

In this Annex, underlining indicates new text and striking through indicates deleted text.

## 2 Authorisation and regulated activities

...

### 2.7 Activities: a broad outline

...

High net worth exemption

2.7.19J G A *credit agreement* is an exempt agreement if:

...

(2) the agreement is either:

(a) secured on *land*; or

(b) for *credit* which exceeds £60,260 and for a purpose other than:

(i) ~~for a purpose other than~~ the renovation of residential property, or

(ii) ...

...

...

### 2.8 Exclusions applicable to particular regulated activities

...

Credit broking

2.8.6C G The following activities are excluded from the *regulated activity* of *credit broking*:

...

Activities in relation to certain agreements relating to land (article 36E of the *Regulated Activities Order*)

(3A) Activities carried on with a view to an *individual* entering into an investment property loan (within the meaning of article 61A of the

Regulated Activities Order) are excluded from *credit broking*.

- (3B) The regulated activities of arranging (bringing about) regulated mortgage contracts, making arrangements with a view to regulated mortgage contracts, arranging (bringing about) a home purchase plan and making arrangements with a view to a home purchase plan are excluded from *credit broking*.
- (3C) Also excluded from *credit broking*, when not excluded by (3A) or (3B), are activities which consist of effecting an introduction with a view to an individual entering into regulated mortgage contract or a home purchase plan, if the person to whom the introduction is made is an authorised person who has permission to:
- (a) enter into such an agreement as lender or home purchase provider; or
- (b) make an introduction to an authorised person who has permission to enter into such an agreement as lender or home purchase provider.
- (4) ~~Activities carried on with a view to an individual entering into a regulated mortgage contract are excluded from *credit broking* if the person carrying on the activity is an authorised person who has permission to:~~
- (a) ~~enter into a regulated mortgage contract as lender (see PERG 4.7); or~~
- (b) ~~make an introduction to an authorised person who has permission to enter into a regulated mortgage contract as lender (see PERG 4.5 on arranging regulated mortgage contracts). [deleted]~~
- (5) ~~Activities carried on with a view to an individual entering into a home purchase plan are excluded from *credit broking* if the person carrying on the activity is an authorised person who has permission to:~~
- (a) ~~enter into a home purchase plan as home purchase provider (see PERG 14.4); or~~
- (b) ~~make arrangements for a client to enter into a home purchase plan as home purchaser by introducing the client to an authorised person who has permission to enter into a home purchase plan as home purchase provider (see PERG 14.4). [deleted]~~

...

## 2.9 Regulated activities: exclusions applicable in certain circumstances

...

2.9.24 G ...

(3) The exclusion relating to *entering into a regulated credit agreement as lender* and exercising, or having the right to exercise, the lender's rights and duties under a regulated credit agreement applies only in so far as these activities are not carried on for the purpose of acquiring or retaining property rights in land or in an existing or projected building and relate to *credit agreements* of a kind to which the *Consumer Credit Directive* does not apply under article 2(2) of that Directive. In summary, these include *credit agreements*:

...

(c) involving a total amount of credit less than £160 or more than £60,260, except where the agreement is a residential renovation agreement;

...

## 2 Annex 2 Regulated activities and the permission regime

...

Table 2

<b>Table 1: Regulated Activities (excluding PRA-only activities)</b> [See note 1 to Table 1]	
...	
<b>Regulated home finance activity</b>	
... (xa) <i>advising on regulated credit agreements for the acquisition of land (article 53DA) [deleted]</i> ...	<i>regulated mortgage contract</i> (article 88), <u>except for (xa), see note 11 to table 1</u>
<b>Credit-related regulated activity</b>	
... (zwa) <i>advising on regulated credit agreements for the acquisition of land (article 53DA)</i> ...	Rights under a <i>credit agreement</i> (article 88D) (see note 9 to Table 1), <u>except for (zwa): see note 11 to Table 1</u>