

Assisted Purchase Deposit Guarantee Account

Summary Box	
Account Name	Assisted Purchase Deposit Guarantee Account
What is the Interest Rate?	<ul style="list-style-type: none"> No interest is paid on this account.
Can the Loughborough Building Society change the Interest Rate?	<ul style="list-style-type: none"> No interest is paid on this account. For information about why we may change the interest rate and how we will tell you about a change, please refer to section 7.4 of the Society's General Terms and Conditions.
What would the estimated balance be after 12 months based on a £5,000 deposit?	<ul style="list-style-type: none"> No interest is paid on this account.
How do I open and manage my account?	<ul style="list-style-type: none"> To open an account you need to provide a completed application form and proof of your identity and address. The minimum deposit is £5,000, maximum £75,000. This account can only be opened at the Society's Head Office and once an offer of a Mortgage has been granted. Opening of this account must be completed at least 14 days prior to the completion of the mortgage for which the savings form a guarantee, having first obtained independent legal advice and signed a Security Deposit Agreement. Available to individuals who have entered into a Security Deposit Agreement with the Society to provide a mortgage guarantee in the form of a cash deposit as a condition of a mortgage arranged with the Society. This account must be held in all the names of the individuals who are named as 'Depositors' in the Security Deposit Agreement and who are providing the mortgage deposit guarantee. The account is operated on an all to sign basis. This means that if the account is in more than one name, all account holders must sign to effect any changes. The account may not be operated by a nominated Third Party. A certificate showing the deposit will be issued when the account is opened.
Can I withdraw money?	<ul style="list-style-type: none"> Withdrawals are not permitted under any circumstances until the Society has confirmed that all of the Release Conditions as stated in the Security Deposit Agreement have been satisfied. For accounts held in joint names both signatures will be required for withdrawals or closure.
Additional information	<ul style="list-style-type: none"> Any requests for release must be signed by all account holders and must be made in writing to the Mortgage Services Department, Loughborough Building Society, 6 High Street, Loughborough, LE11 2QB. The amount held in the account is charged as collateral security and is limited to the amount of the charged deposit value stated in the Security Deposit Agreement as a condition of the mortgage offer. Additional Terms and Conditions are noted overleaf.

You should also read the additional Terms and Conditions overleaf

Additional Terms and Conditions applying to the Assisted Purchase Deposit Guarantee Account

1. The Product Summary for the Assisted Purchase Deposit Guarantee Account must be read in conjunction with the Savings Terms and Conditions and the Security Deposit Agreement. If there is any conflict between the Product Summary information, the Savings Terms and Conditions and the Security Deposit Agreement, the Security Deposit Agreement shall prevail.
2. The Assisted Purchase Deposit Guarantee Account is a Share account and as such the account holder(s) shall have membership rights as determined by the Society Rules. In the event of any conflict between the Rules and the Security Deposit Agreement, the latter shall prevail.
3. Whilst the Security Deposit Agreement is in place;
 - a) Withdrawals are not permitted from the Assisted Purchase Deposit Guarantee Account and the account may not be closed in any circumstances .
 - b) The funds in your savings account are at risk in the event of a repossession of the property under mortgage for which you have provided this cash guarantee. If there is a shortfall between the sale price and the outstanding balance on the mortgage account, then the savings may be used to repay the amount outstanding.
 - c) The funds in your savings will not be used to make up repayments outstanding on the mortgage account.
 - d) The Society is appointed attorney of the account holder(s) under the Security Deposit Agreement. If you or any of the account holders becomes incapacitated or dies, the savings in your account will remain charged to the Society and linked to the guaranteed mortgage until the conditions for release have been fully satisfied.
4. Before you are able to access your funds you will need to be released from the Security Deposit Agreement. You will be released by us if;
 - a) The mortgage debt under guarantee is repaid in full; or
 - b) You make a formal request on the basis that the release conditions set out in the Agreement and repeated below have been satisfied in full;
 - (i) The Borrower(s) is/are not in breach of their obligations under their mortgage; and
 - (ii) The Borrower(s) has/have made all monthly payments in full under their mortgage when due in the previous 6 months; and
 - (iii) The Society is satisfied, acting as a reasonable and prudent lender that the borrower(s) is/are able to afford to continue to make monthly payments and discharge its/their obligations under their mortgage for the remainder of its term; and
 - (iv) The amount of the mortgage debt under guarantee does not exceed 75% of the open market value of the charged property based on the valuation undertaken at that time by the Society's valuer.

Any request for release must be signed by all account holders must be made in writing to the Mortgage Services Department, Loughborough Building Society, 6 High Street, Loughborough LE11 2QB.
5. Upon receipt of written confirmation from the Society that you have been released from the Security Deposit Agreement, you may make arrangements to close the account.

This account may not remain open once the Security Deposit Agreement has been relinquished.