

# Nationwide Building Society

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## Part 1: England and Wales

Last modified: 01/07/2017

## Part 2: Nationwide Building Society

Last modified: 27/06/2025

☐

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## Part 2 only

1.7 Contact point to see if the lender will lend when borrower and mortgagor are not one and the same.

We will not lend

Last updated: 27/06/2025

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1.11aContact point for standard documents.

Issuing Office

Last updated: 27/06/2025

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1.11bContact point if standard documents are inappropriate.

Issuing Office

Last updated: 27/06/2025

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1.14 May your firm act if the person dealing with the transaction or a member of his immediate family is the seller?

Yes, provided that a different fee earner or partner of no less standing acts for us, there is no conflict of interest and Law Society guidelines are followed.

Last updated: 27/06/2025

[View all answers to this question](#)

1.15 May your firm act if the person dealing with the transaction or a member of his immediate family is the borrower?

Yes, provided that a different fee earner or partner of no less standing acts for us, there is no conflict of interest and Law Society guidelines are followed.

Last updated: 27/06/2025

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3.1.3 Does the lender require notification of the name and address of the solicitors firm or licensed conveyancers firm acting for the seller?

No

Last updated: 27/06/2025

[View all answers to this question](#)

3.1.4 If different from 1.11, contact details if the lender needs to be notified when the seller does not have legal representation.

We need to be notified of any cases where the seller is not represented or where you cannot satisfy yourselves with the checks carried out on the seller's appointed representative.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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3.1.5 What other documents are acceptable for verifying identity?

LIST A

- 1) Signed Employers Photo ID card, provided the employer is known to the conveyancer
- 2) Debit/cheque guarantee card (UK issued) together with original account statement, less than 3 months old.

LIST B

- 1) Inland Revenue Notice of Tax Code (less than 3 months old)
- 2) Residence Permit issued by the Home Office to EU Nationals
- 3) Subcontractors Tax Certificate (must be accompanied by an IR Notice of Assessment)

Last updated: 27/06/2025

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3.2.3 Does the lender require notification of the name and address of the solicitors firm or licensed conveyancers firm acting for the seller?

No

Last updated: 27/06/2025

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3.2.4 If different from 1.11, contact details if the lender needs to be notified when the seller does not have legal representation.

We need to be notified of any cases where the seller is not represented or where you cannot satisfy yourselves with the checks carried out on the seller's appointed representative.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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4.1 Is there a valuation report and if so, does the lender provide it?

Whilst an inspection of the property is not arranged in every instance if you receive a copy of a report please utilise this as part of your checks outlined in sections 4.2 and 4.3. Otherwise the checks in section 4.2 and 4.3 should be against the information in the mortgage offer. Please do not request a copy of the valuation report if it has not been provided to you.

Last updated: 27/06/2025

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4.3 If different from 1.11, contact point if assumptions stated by the valuer are incorrect.

Please check against the information in our offer.

If any of the information is incorrect please refer to the Issuing Office.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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4.5a If different from 1.11, contact point if re-inspection required.

Issuing Office

Last updated: 27/06/2025

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4.5b Where should the certificate of title be sent?

Issuing Office

Last updated: 27/06/2025

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5.1.1 If different from 1.11, the contact point if the seller has owned the property for less than 6 months:

We will not normally lend where there is a sub-sale or back to back transaction and we will not lend where the contract for sale is to be assigned to a third party. All circumstances where the owner/registered proprietor has owned the property for less than 6 months from purchase should be referred to the issuing office, ensuring that the following details are provided:

The name and address of the person who sold, or will be selling, the property to the applicant's vendor;

The amount paid for the property by the applicant's vendor;

Details of any connection between the original and the applicant's vendor, or between either vendor and the mortgage applicant;

Details of any work carried out to the property between the two transactions;

When the two transactions took place or will take place.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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5.2.1 If different from 1.11, the contact point if the seller is not the owner or registered proprietor and is not listed in the exceptions above:

We will not normally lend where there is a sub-sale or back to back transaction and we will not lend where the contract for sale is to be assigned to a third party. All circumstances where the seller is not the owner or registered proprietor other than those listed in Part 1 under 5.2.1 should be referred to the issuing office with full details.

#### SHARED OWNERSHIP:

For newly built Shared Ownerships, where the transfer to the Housing Association has not yet been completed, we can consider proceeding on an exception basis and require you to:

- Investigate the title yourself and be satisfied that the transfer to the seller is in order and the Land Registry should be able to register the title.
- Check contractual provisions are included to ensure that the seller does all acts and things necessary to procure the registration of the title at their sole cost as soon as possible and to give notification as soon as the registration is completed. The seller should also be required to expedite the application.
- Provide us with proof that the Land Registry has accepted the request to expedite the application, this must clearly identify the subject property.
- Advise us of any Requisitions or Notice of Cancellations, and what is being done to resolve them, prior to exchange of contracts, for us to consider.
- Ensure a priority search to be obtained to protect our charge which should be subject only to the transfer to the seller.
- Fully explain and gain the borrower's understanding of the risks associated with the delay in registering their ownership, and that will affect their ability to borrow more against the property, and affect their ability sell.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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##### 5.4.4 Does the lender want to receive environmental or contaminated land reports?

We do not require environmental or ancillary reports (e.g. flooding, contamination, and energy and infrastructure reports) that you have requested for the borrower, even if adverse information is revealed, provided the borrower is aware and you have advised them that full disclosure must be made to the insurer prior to completion and they must obtain insurance under normal terms.

We also do not need to be made aware that the property is in close proximity to HS2.

EPC: We do not need to be made aware of the EPC rating:

#### MATTERS THAT MUST BE REPORTED TO US

You must report to us contaminated land issues from the local search which have not been remedied.

#### RADON GAS:

Area details: If a local search highlights that the property is in a radon gas area, we do not need to be made aware, however the applicants must be advised, and the case can proceed at their own risk.

Property Specific: If a local search reveals that the subject property has been highlighted as having a high radon level, then please refer this to us and we will seek advice from the valuer.

#### MINING:

Please send us any mining report which shows a mine entry or adit within 20 meters of the property or if there has ever been a subsidence claim. For these cases we will also need an interpretive report and buffer report so please provide all of these reports at the same time.

#### MUNDIC:

Where the property is situated within any of the following postcodes please follow the below instructions;

PL10, PL11, PL12, PL13, PL14, PL15, PL16, PL17, PL18, PL22, PL23

You must ask the Borrower whether they have a Mundic Report for the property, if yes, you must confirm that this report provides a certification of one of A (regardless of whether A1, A2 etc.). If the certification is A/B this must be referred to the issuing office. B or C's must be declined.

If they do not have a Mundic Report and the property was built prior to 1965, then please refer to the issuing office and await further instructions.

#### **FIRE RISK ASSESSMENT (FRA):**

Where the security is situated in a block of flats, you will be required to obtain information regarding the contents of the most recent FRA (Fire Risk Assessment). You must confirm through the Managing Agent/Freeholder/Principle Accountable Person that the FRA is still in date, meaning the review or reinspection date as recommended by the Fire Safety Inspector cannot be in the past, where there is no current, in date FRA for the block then this is unacceptable and must be declined. Where the block is required to have an FRA and does not, this is unacceptable to us and must be declined. You must also seek confirmation from the Managing Agent/Freeholder/Principle Accountable Person whether there are any outstanding recommended works (those that are yet to be completed). You are required to obtain full details of the outstanding recommendations, the anticipated timeframes for completing these items and what, if any, costs are to be met by the leaseholder. Then refer back to Issuing Office with this information to allow us to review. Please do not send us a copy of the FRA.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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5.4.5 Does the lender accept personal searches and, if yes, what are the lender's requirements?

Yes providing the requirements under sections 5.4.7 and 5.4.8 in Part 1 are satisfied. If you intend on using a personal search then please be aware that this will be at your own risk. However, we recommend that any firm carrying out a personal search are registered with a relevant trade association, have an appropriate level of insurance (the policy must cover both the Lender and the borrower) and are members of an industry trade body that abide by the Property Ombudsman scheme.

You must ensure that the borrower is fully aware that a personal search is being carried out and any limitations are explained in full.

If there is a possibility of chancel repair liability:

No liability registered at Land Registry and the property has been transferred for valuable consideration since 13 October 2013 – no indemnity insurance required.

Properties being registered for the first time or first transfer for valuable consideration since 13 October 2013 - indemnity insurance is required to protect us (see paragraph 9 parts 1 and 2 for our requirements).

If there is known chancel repair liability:

We will require indemnity insurance to be in place. If there is no policy and one will not be obtained where there is a known risk, please refer the details to us including details of how many properties are subject to the liability.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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5.4.6 Does the lender accept search insurance and, if yes, what are the lender's specific requirements?

For second-hand purchase transactions, we do not accept search insurance and we require a local search to be completed

in all circumstances.

For remortgage and additional borrowing transactions (with the following exception), we do not require a local search to be completed and we do not require search insurance.

Exception – If the additional borrowing is to purchase land over which Nationwide's charge will be registered then a local search is to be completed on the additional land, not forming part of the existing security.

For new build cases, where the local search carried out on the original plot of land has expired, we will accept search insurance to cover any new risks that may have emerged since the local search was carried out. Any risks identified by a current or expired local search should be referred to us.

For cases where there is a problem obtaining a local search, delayed search insurance can be obtained subject to the following:

- you are confident that all local authority consents or an equivalent competent person scheme certificate, obtained from an appropriate registered competent person, have been obtained for alterations/planning permission/building regulations; and
- there are no financial local land charges which will remain against the property on completion; and
- you have advised the borrower in writing of the limitation of any delayed search insurance policy; and
- any issues discovered are reported to the borrower/lender when the searches are obtained and appropriate remediation action taken.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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5.5.3aIf different from 1.11, contact point for reporting if evidence of breach and all outstanding conditions will not be satisfied by completion:

Where there have been any subsequent changes to the property and there are no appropriate building and planning consents, and issues will not be resolved on or before completion, please contact the Issuing Office. We will need to confirm with our valuer that the property is structurally sound and still a suitable security (an indemnity policy will not replace the requirement for this check to be carried out).

Where there are planning conditions relating to the inclusion, build and/or development of new/adapted flood defences to protect the site/plots please notify the Issuing Office with details of these conditions, along with confirmation as to whether they have been completed/satisfied to allow referral to the Valuer for this to be taken into consideration. Please note that an Indemnity Insurance will not be acceptable in the case of unsatisfied flood related conditions.

In the case of a new build instruction, you will be required to check which planning conditions directly impacting the security address will not be discharged or satisfied by the Local Authority upon completion of the mortgage. These must be reported to the Issuing Office, with full details of these conditions, to allow us and our Valuer to take this into consideration.

Where the security comprises a new build flat (either recently completed or under construction), the conveyancer should verify whether the block is / has been constructed in accordance with the Building (Amendment) Regulations 2018. If it has been constructed under the preceding regulations this should be referred to the lender (prior to exchange of contracts) for any necessary further investigations regarding the fire safety of the building and its attachments (e.g. balconies). We will then advise if the mortgage can proceed.

For the avoidance of doubt, all new build properties should achieve appropriate building control sign off and certification either before, or at the point of completion of the mortgage. Should this not be the case, please refer to the Issuing Office with full details and rationale to explain why this will not be achieved.

**FIRE RISK ASSESSMENT (FRA):**

Where the security is situated in a block of flats, you will be required to obtain information regarding the contents of the most recent FRA (Fire Risk Assessment). You must confirm through the Managing Agent/Freeholder/Principle Accountable Person that the FRA is still in date, meaning the review or reinspection date as recommended by the Fire Safety Inspector cannot be in the past, where there is no current, in date FRA for the block then this is unacceptable and must be declined. Where the block is required to have an FRA and does not, this is unacceptable to us and must be declined. You must also seek confirmation from the Managing Agent/Freeholder/Principle Accountable Person whether there are any outstanding recommended works (those that are yet to be completed). You are required to obtain full details of the outstanding recommendations, the anticipated timeframes for completing these items and what, if any, costs are to be met by the leaseholder. Then refer back to Issuing Office with this information to allow us to review. Please do not send us a copy of the FRA.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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5.5.3b Does the lender require an original/copy of the planning permission?

No - borrowers to retain

Last updated: 27/06/2025

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5.5.3c Does the lender require an original/copy of the building regulation consents?

No - borrowers to retain

Last updated: 27/06/2025

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5.5.3d Does the lender require certificates of lawful use or development/established use certificate?

No - borrowers to retain

Last updated: 27/06/2025

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5.5.4 If different from 1.1.1, contact point if the property is subject to restrictions which may affect its value or marketability.

Issuing Office. For Resale Restrictions and Special Scheme restrictions please also ensure the scheme complies with our requirements as documented on our website at [nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf](http://nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf) . Please advise us if the restriction does not meet our requirements as the case will not be able to proceed.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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5.7.1a Does the lender lend on flying freeholds?

Yes, where only part of the subject property is affected. There is no requirement to report these flying freeholds to us. No, where the whole of the subject property is affected (100%). We will not require site of the plan.

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5.7.1b Does the lender lend on freehold flats?

Generally no

Exceptions-

i) see 5.8

ii) coach house flats - where there is one flat in a block built above garages and/or an access way there is no need to report details to us.

If there is an element of flying freehold - the requirements in part 1 paragraphs 5.7.2 must be adhered to.

Insurance - where the purchaser arranges insurance on more than one garage or garages owned/used by other parties, please ensure that the insurance company is aware of the arrangements. iii) for properties in the parish of Hebden Royd see 5.7.1a above.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

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5.7.1c If the lender is prepared to accept a title falling within 5.7 and the property is a freehold flat or flying freehold, to which contact point must this be reported?

Issuing Office

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

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5.8.1 Does the lender accept security which comprises a building converted into not more than four flats where the borrower occupies one of those flats and the borrower or another flat owner also owns the freehold of the building and the other flats are subject to long leases?

Yes

Last updated: 27/06/2025

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5.8.5 Does the lender accept security which comprises one of two leasehold flats in a building where the borrower also owns the freehold reversion of the other flat and the other leaseholder owns the freehold reversion in the borrower's flat? If so, are there any specific requirements?

Yes to bullet 1 clause 5.8.5 - see 5.14 for our requirements for leasehold securities generally

Yes to bullet 2 clause 5.8.5 Yes We require the borrowers leasehold interest in the flat they occupy to be charged and we also require a charge over the borrowers freehold interest in the other flat subject to the lease in favour of its occupier.

Last updated: 27/06/2025

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5.9.1 Does the lender lend on commonhold?

Yes

Last updated: 27/06/2025



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5.10.1 If different from 1.11, contact point if there is a restriction on use.

Issuing Office. Please report all material restrictions that could impact value or use of the property. For Resale Restrictions and Special Schemes please also ensure the scheme complies with our requirements as documented on our website at [nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf](http://nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf) . Please advise us if the restriction does not meet our requirements as the case will not be able to proceed.

#### BREACH OF RESTRICTIVE COVENANT

When you are reporting to us a breach of restrictive covenant please refer the following to the issuing office along with your professional judgement, advice and recommendations:

- The wording of the breached covenant
- The date of the covenant
- The covenant owner
- Whether it is still enforceable
- Has action been taken to rectify the breach - if no, why?
- A description of what has occurred to breach the covenant
- How long ago did the breach occur
- What the potential enforcement actions could be taken
- Whether there is building regulations / planning permission for any relevant alterations

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

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5.13.1 If different from 1.11, contact point if borrower is not providing balance of purchase price from funds/proposing to give second charge.

Issuing Office

For example:

If the balance of the purchase price is being paid wholly or in part by anyone other than the borrower, you must advise us of the amount and whether it is to be secured by a second charge and if any conditions are attached to it other than repayment upon sale of property. Please also confirm whether the provider is a family member of our borrower(s).

If all or part of the deposit is coming from a gift, you must ask the borrower(s) who will be providing the gift and what country the gift is being received from. If any of the gift is coming from a foreign country, you must inform us.

We require you to report to us where source of deposit is identified as being a crypto-asset (whether or not converted to fiat currency). Crypto-assets can include “cryptocurrencies” (such as Bitcoin), utility tokens (unregulated Crypto-assets usually issued as part of an ICO/ITO) asset tokens including “stable coins” (asset-backed coins with a value pegged to a physical asset of some kind) and security tokens.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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5.14.1 What minimum unexpired lease term does the lender accept?

- Our minimum unexpired lease term is 55 years, except where lending is over 85% of the purchase price/valuation on a second hand flat, in which case our minimum unexpired term is 90 years.
- There must be at least 30 years remaining at the end of the mortgage term (regardless of the length of lease at the start).

Where the unexpired lease term is different to that recorded on the mortgage offer, the following clarifies if we need to be informed:

Second hand property:

- If the unexpired lease term on the offer is 85 years or more - only advise us if the actual lease term is less than 85 years
- If the unexpired lease term on the offer is less than 85 years – advise us if the actual lease term is different than reported
- For equity share applications - advise us if the actual lease term is different than reported on the offer
- Where lending is over 85% of the purchase price/valuation on a second hand flat and the unexpired lease term on the offer is 90 years or more - only advise us if the actual lease term is less than 90 years.

New build property:

- If the unexpired lease term stated on the offer is 125 years (flat) / 250 years (house) or more - only advise us if the actual lease term is less than 125 years (flat) / 250 years (house)
- For equity share applications - always advise us if the actual lease term is different than reported on the offer

Lease terms such as ground rent and event fees must be reasonable at all times during the term of the lease and adhere to our requirements below. If you're unsure as to whether the terms of a lease are unreasonable or onerous, please refer the details to us in plain English for Valuer consideration. If the potentially onerous terms are in relation to the ground rent please include the current ground rent figure per annum, how often it will be reviewed and the price structure it will be reviewed against. See the guidance below.

## SECOND HAND PROPERTIES

Unacceptable - advise Issuing Office (Will be declined):

- Unexpired lease term less than 55 years
- Unexpired lease term less than 90 years where we are lending more than 85% of the purchase price/valuation on a second hand flat
- Less than 30 years remaining at the end of the mortgage term
- Ground Rent greater than 0.5% of the property value
- Ground Rent doubles less than every 20 years (e.g. doubles every 5, 10 or 15 years) - acceptable if doubles every 20 years or more
- Ground Rent is compounded RPI
- Ground Rent review period is less than or equal to 5 years

Refer to Issuing Office (Valuer will consider any impact on valuation figure and marketability):

- Unexpired lease term is 55 to 85 years
- Ground Rent greater than 0.1% and less than or equal to 0.5% of the property value
- Ground Rent escalation is linked to any indices greater than RPI
- Ground Rent escalation is linked to the value of the building\*
- Ground Rent review period is greater than 5 and less than 10 years
- Event clauses exist for normal use e.g. changing the carpet, installing a TV aerial, etc
- Estate Rent Charges greater than £500 p/a (please provide details of what the charges cover)
- Service Charges greater than 1% of property value p/a (please provide details of what the charges cover)
- Anything that appears onerous, unusual or out of the ordinary

Acceptable (no requirement to advise Issuing Office):

- Unexpired lease term greater than 85 years (Minimum 90 years where we are lending more than 85% of the purchase price/valuation on a second hand flat)
- Ground Rent less than or equal to 0.1% of the property value
- Ground Rent review period greater than or equal to 10 years
- Ground Rent escalation less than or equal to RPI

## NEW BUILD PROPERTIES (includes office conversions)

Unacceptable - advise Issuing Office (Will be declined)

- Unexpired lease term less than 125 years on a new build flat or less than 250 years on a new build house (does not apply to Shared Ownership)
- Any lease which is subject to a Ground Rent (or Annual Rent) being charged which is more than on a peppercorn basis
- Any lease which is subject to a Ground Rent (or Annual Rent) being charged which is more than on a peppercorn basis

Refer to Issuing Office (Valuer will consider any impact on valuation figure and marketability):

- Event clauses exist for normal use e.g. changing the carpet, installing a TV aerial etc
- Estate Rent Charges greater than £500 p/a (please provide details of what the charges cover)
- Service Charges greater than 1% of property value p/a (please provide details of what the charges cover)
- Anything else appears onerous, unusual or out of the ordinary

Acceptable (no requirement to advise Issuing Office):

- Unexpired lease term greater than or equal to 125 years on a new build flat or greater than or equal to 250 years on a new build house
- A lease subject to a peppercorn Ground Rent (Annual Rent) charges

For the avoidance of doubt, any New Build properties completed but not sold pre-30 June 2022 will only be acceptable if the Lease conforms to the above guidance.

\* Where the Ground Rent escalation is linked to the value of the building, please provide the following:

- How is the value of the block/unit currently calculated and if the assessment relates to the block(s), how is the Ground Rent calculated/apportioned per property?
- The current valuation and Ground Rent for each unit
- What is the mechanism for future valuations of the block and how is the Ground Rent calculated/apportioned?
- What is the right of appeal? And is this a documented process within the lease?
- Who bears the cost of the valuation (and appeal) process?
- Confirmation the review period is not less than twenty years.

## Lease Extensions

We require all Lease Extensions to be completed under the Leasehold Reform Housing and Urban Development Act 1993 and to meet the above criteria as a minimum. Where you become aware that it does not meet these requirements, please refer to Issuing Office.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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5.14.9 If different from 1.11, contact point for matters connected with the lease:

## Issuing Office

- Our minimum unexpired lease term is 55 years, except where lending is over 85% of the purchase price/valuation on a second hand flat, in which case our minimum unexpired term is 90 years.
- There must be at least 30 years remaining at the end of the mortgage term (regardless of the length of lease at the start).

Where the unexpired lease term is different to that recorded on the mortgage offer, the following clarifies if we need to be informed:

Second hand property:

- If the unexpired lease term on the offer is 85 years or more - only advise us if the actual lease term is less than 85 years
- if the unexpired lease term on the offer is less than 85 years – advise us if the actual lease term is different than reported
- For equity share applications - advise us if the actual lease term is different than reported on the offer
- Where lending is over 85% of the purchase price/valuation on a second hand flat and the unexpired lease term on the

offer is 90 years or more - only advise us if the actual lease term is less than 90 years.

New build property:

- If the unexpired lease term stated on the offer is 125 years (flat) / 250 years (house) or more - only advise us if the actual lease term is less than 125 years (flat) / 250 years (house)
- For equity share applications - always advise us if the actual lease term is different than reported on the offer

Lease terms such as ground rent and event fees must be reasonable at all times during the term of the lease and adhere to our requirements below. If you're unsure as to whether the terms of a lease are unreasonable or onerous, please refer the details to us in plain English for Valuer consideration. If the potentially onerous terms are in relation to the ground rent please include the current ground rent figure per annum, how often it will be reviewed and the price structure it will be reviewed against. See the guidance below.

## SECOND HAND PROPERTIES

Unacceptable - advise Issuing Office (Will be declined):

- Unexpired lease term less than 55 years
- Unexpired lease term less than 90 years where we are lending more than 85% of the purchase price/valuation on a second hand flat
- Less than 30 years remaining at the end of the mortgage term
- Ground Rent greater than 0.5% of the property value
- Ground Rent doubles less than every 20 years (e.g. doubles every 5, 10 or 15 years) - acceptable if doubles every 20 years or more
- Ground Rent is compounded RPI
- Ground Rent review period is less than or equal to 5 years

Refer to Issuing Office (Valuer will consider any impact on valuation figure and marketability):

- Unexpired lease term is 55 to 85 years
- Ground Rent greater than 0.1% and less than or equal to 0.5% of the property value
- Ground Rent escalation is linked to any indices greater than RPI
- Ground Rent escalation is linked to the value of the building\*
- Ground Rent review period is greater than 5 and less than 10 years
- Event clauses exist for normal use e.g. changing the carpet, installing a TV aerial, etc
- Estate Rent Charges greater than £500 p/a (please provide details of what the charges cover)
- Service Charges greater than 1% of property value p/a (please provide details of what the charges cover)
- Anything that appears onerous, unusual or out of the ordinary

Acceptable (no requirement to advise Issuing Office):

- Unexpired lease term greater than 85 years (Minimum 90 years where we are lending more than 85% of the purchase price/valuation on a second hand flat)
- Ground Rent less than or equal to 0.1% of the property value
- Ground Rent review period greater than or equal to 10 years
- Ground Rent escalation less than or equal to RPI

## NEW BUILD PROPERTIES (includes office conversions)

Unacceptable - advise Issuing Office (Will be declined)

- Unexpired lease term less than 125 years on a new build flat or less than 250 years on a new build house (does not apply to Shared Ownership)
- Any lease which is subject to a Ground Rent (or Annual Rent) being charged which is more than on a peppercorn basis
- Any lease which is subject to a Ground Rent (or Annual Rent) being charged which is more than on a peppercorn basis

Refer to Issuing Office (Valuer will consider any impact on valuation figure and marketability):

- Event clauses exist for normal use e.g. changing the carpet, installing a TV aerial etc
- Estate Rent Charges greater than £500 p/a (please provide details of what the charges cover)
- Service Charges greater than 1% of property value p/a (please provide details of what the charges cover)

- Anything else appears onerous, unusual or out of the ordinary

Acceptable (no requirement to advise Issuing Office):

- Unexpired lease term greater than or equal to 125 years on a new build flat or greater than or equal to 250 years on a new build house
- A lease subject to a peppercorn Ground Rent (Annual Rent) charges

For the avoidance of doubt, any New Build properties completed but not sold pre-30 June 2022 will only be acceptable if the Lease conforms to the above guidance.

\* Where the Ground Rent escalation is linked to the value of the building, please provide the following:

- How is the value of the block/unit currently calculated and if the assessment relates to the block(s), how is the Ground Rent calculated/apportioned per property?
- The current valuation and Ground Rent for each unit
- What is the mechanism for future valuations of the block and how is the Ground Rent calculated/apportioned?
- What is the right of appeal? And is this a documented process within the lease?
- Who bears the cost of the valuation (and appeal) process?
- Confirmation the review period is not less than twenty years.

#### Lease Extensions

We require all Lease Extensions to be completed under the Leasehold Reform Housing and Urban Development Act 1993 and to meet the above criteria as a minimum. Where you become aware that it does not meet these requirements, please refer to Issuing Office.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

5.14.10 If different from 1.11, contact for service charge matters:

Issuing Office.

Where you are made aware that the service charge will increase significantly (i.e. by greater than £1000 p/a), please advise us what the new level will be and why.

Where you have been advised that works are planned to the property which our applicant is liable for, whether a Section 20 Notice has been issued or not, please provide:

- a) A full list of works to be undertaken
- b) An estimated timescale to undertake the work
- c) The cost of works and the contribution required from our applicant.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

5.14.11 Does the lender accept indemnity insurance where the terms of the lease are unsatisfactory?

Refer to issuing office a description of the defect and the risk it presents to the lender. We may be able to accept an indemnity that covers the specific defect, provided it meets the requirements in section 9 of the handbook.

Where in your professional judgement you deem a lease to require a Mortgagee Protection Clause and it does not, we will require a Deed of Variation to include an appropriate clause. Should this not be possible, you may arrange for the landlord/managing agent to enter into a side agreement (example below\*). We may consider an indemnity insurance

policy, however the policy should be provided to us for approval along with an explanation as to why a Deed of Variation or the Side Agreement is not possible.

If the ground rent during the lease term rises to >£250 per annum (or >£1000 per annum in Greater London) this can lead to the potential forfeiture of the lease through the Housing Act 1988. We will accept any of the following solutions to the issue, you do not need to advise us which one has been taken. Receipt of your Certificate of Title will be taken as proof that one of the options has been implemented.

- A deed of variation is required to insert a clause in the lease that the Landlord/Managing agent must inform any lender of the breach and allow appropriate time (not less than 28 days' notice is required) for the lender to remedy the breach before bringing possession proceedings under the Housing Act 1988.

- You may arrange for the landlord/managing agent to enter into a side agreement (below\*). Please forward the completed undertaking to the processing office.

- It is acceptable for an indemnity policy to be taken out that protects us as lender, however we require that the indemnity does not place obligations on us to update the insurer. Please insert the policy number on the Certificate of Title. The indemnity policy should meet our usual requirements as set out in the UK Finance Mortgage Lenders Handbook.

If none of the three options above are available, the case cannot proceed, and you should advise us accordingly.

\*Side agreement:

“Dear Sir/Madam

Re:

Leaseholder:

Borrower:

Landlord:

Property:

Lease:

Lender:

Mortgage Account No:

Nationwide Building Society has been asked to provide a mortgage for the purchase of the above property and requires your agreement to the undertaking below. This undertaking must be returned to the solicitor named above.

In consideration of the Lender granting the Borrower a mortgage on the property, the Landlord (on behalf of itself and any successors in title) undertakes not to commence any proceedings for obtaining possession of the Property under any of the grounds in Schedule 2 of the Housing Act 1988 without:-

(a) giving the Lender not less than 28 days' notice in writing of their intention to commence proceedings; and

(b) if within such a period of 28 days (or within such other period specified in the notice period, if longer), the Lender indicates in writing to the Landlord that it wishes to remedy such breach, or is going to take such action as may be necessary to resolve the problem complained of by the Landlord, giving the Lender such time as may be reasonable (in view of the nature and extent of the breach/problem) to take such action

Signed.....

Dated.....'

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

5.14.12 Does the lender require a clear ground rent/service charge receipt to be sent to you?

No - borrower(s) to retain

Last updated: 27/06/2025

[View all answers to this question](#)

5.14.13 Does the lender require a receipted copy of notice or evidence of service to be sent to you?

No - borrower(s) to retain

Last updated: 27/06/2025

[View all answers to this question](#)

5.14.15a If different from 1.11, contact point if there is an absentee/insolvent landlord:

Acceptable, with indemnity insurance, where there are no more than 6 flats in the building (no need to contact the Issuing Office) - 7 flats or more unacceptable.

For Leasehold houses with an absentee / insolvent landlord, acceptable with a suitable indemnity insurance policy.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

5.14.15b Does the lender accept indemnity insurance if the landlord is absent or insolvent?

Yes, providing there are no more than 6 flats in the building (no need to contact the Issuing Office)-7 flats or more unacceptable

Last updated: 27/06/2025

[View all answers to this question](#)

5.14.17a Does the lender want any documentation sent to them?

Where we have not provided you any information or documentation regarding Building Safety, you can assume that no checks or further information are required. However, should you receive any documents, or the promise of any documents, in answer to questions 8.19 & 8.20 on the LPE1 Form then you are required to refer back to the Issuing Office with sufficient time for review prior to Exchange.

Where we have identified a relevant security, we will provide to you, along with the Offer, all the documentation that we have collected through the application process which may include the following;

- An Executed Leaseholder Deed of Certificate and Landlord Certificate\*
- Confirmation of any costs and amounts not covered by the Building Safety Fund or other Scheme (i.e. capped/non-capped charges)
- Confirmation that interim fire safety measures are satisfactory
- One of the following:
  - o Confirmation from the 'scheme provider' that the building will be remediated under a Developer/Government/Freeholder Scheme, or
  - o A Fire Risk Assessment of External Walls report (FRAEW) with executive summary including an indicative rating, or
  - o An EWS1 form, or
  - o A letter stating why none of these are available

\*(Where a Landlord Certificate can't be provided, confirmation will be provided that the Responsible/Accountable Person has complied with current legislative requirements and that there are no Fire Safety Issues).

Where 1 or more of the above is missing from the pack – you will be required to obtain this information from either the Sellers Solicitors (in the case of a Purchase App) or direct from the Management Company or Freeholder. And send this onto the Issuing Office when received for review, this must be done with sufficient time to allow for us to review prior to Exchange as any further information may impact our decision to lend.

Please note that no exceptions will be given where information is provided to us at a late stage, thus not allowing us time for further review or questioning, therefore, this must be appropriately factored in when setting expectations with Borrowers and any onward Purchasers. All lender enquiries are to be submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

5.14.17b Does the lender have any specific instructions about building safety?

Where we have not provided you any information or documentation regarding Building Safety, you can assume that no checks or further information are required. However, should you receive any documents, or the promise of any documents, in answer to questions 8.19 & 8.20 on the LPE1 Form then you are required to refer back to the Issuing Office with sufficient time for review prior to Exchange.

Where we have identified a relevant security, we will provide to you, along with the Offer, all the documentation that we have collected through the application process which may include the following;

- An Executed Leaseholder Deed of Certificate and Landlord Certificate\*
- Confirmation of any costs and amounts not covered by the Building Safety Fund or other Scheme (i.e. capped/non-capped charges)
- Confirmation that interim fire safety measures are satisfactory
- One of the following:
  - o Confirmation from the 'scheme provider' that the building will be remediated under a Developer/Government/Freeholder Scheme, or
  - o A Fire Risk Assessment of External Walls report (FRAEW) with executive summary including an indicative rating, or
  - o An EWS1 form, or
  - o A letter stating why none of these are available

\*(Where a Landlord Certificate can't be provided, confirmation will be provided that the Responsible/Accountable Person has complied with current legislative requirements and that there are no Fire Safety Issues).

Where you receive contrary information or documentation to that which was provided to you with the Offer regarding Building Safety, you are required to report this to us with full details (being mindful of requirements under Part 2.3 of the Handbook), you are required to do this in sufficient time ahead of Exchange to allow us to review as any further information may impact our decision to lend.

In the addition to and with compliment to the above documentation, we require you to comply with the following instructions;

- a. you must check that, to the best of your knowledge, the Leaseholder Certificate and any Landlord Certificate have been appropriately and accurately executed and populated – using primarily the information and evidence provided to support the assertions made in the Certificates, unless otherwise indicated below
- b. you are required to ensure that the information provided in the Leaseholder Certificate is reflective of the lease agreement. Including: the building address, the current leaseholder and the details of the leaseholder (if different to current) as of 14th February 2022
- c. you are required to ensure that the information in Landlord Certificate is reflective of the lease agreement. Including: the building address, any previous (as of 14th February 2022) and current landlord details and the vendors/leaseholders name & address



d. where the leaseholder (as of the 14th February 2022) has noted in the Leaseholder Certificate that the dwelling was their only or principal home, you must verify this information from the accompanying evidence documents to the Leasehold Certificate and query any discrepancies

e. where the leaseholder (as of the 14th February 2022) has indicated in the Leaseholder Certificate that they owned no more than 2 dwellings in the UK in addition to the dwelling on which the Leaseholder Certificate relates to, you must satisfy yourself as to the accuracy of this statement

f. you are required to ensure that you have full details of the last sale of the security prior to 14th February 2022, including date & price even if these are not populated on the Leaseholder Certificate (please note that where this information is not available on HMLR, you will not be required to satisfy this check)

g. you are required to ensure that the evidence supporting the Landlord Certificate reflects the answers given within the Certificate. Including, but not limited to, the details of the relevant landlord, the group net worth & work undertaken on relevant defects

h. we will endeavour to provide to you information regarding the remediation scheme, however, where we have not provided to you the following, you will be required to attempt to source this information; (i) confirmation of whether it is being remediated by a developer or a government scheme (or other), (ii) confirmation of the commitment from the scheme provider i.e. a letter from the scheme provider (which may have already been provided) or certified copy of the Remediation Order, (iii) scheduled timings of remediation works (where this is available). Appropriate notification of this detail should form part of your advice to the Borrower. Please note that were no remediation plan has been confirmed or is in the process of being confirmed, you will not be required to satisfy the document requirements of this check – you are also not required to refer back to us with this detail.

Where at any point, you receive information and/or confirmation that either the leaseholder and/or landlord are determined non-qualifying under the Act you must refer, with full details, to the Issuing Office for review.

Please note that we have an expectation for the Building to remain appropriately insured during the course of the works.

We expect full and comprehensive advice to be given to the Borrower/s regarding their obligations, specifically any financial obligations, under the Building Safety Act 2022 and the impact that this may have on their use and enjoyment of the property – please be mindful of requirements under Part 4.4 of the Handbook. Full details of the advice given, and subsequent confirmation of understanding of the advice by the Borrower/s must be kept with the File.

Please note that no exceptions will be given where information is provided to us at a late stage, thus not allowing us time for further review or questioning, therefore, this must be appropriately factored in when setting expectations with Borrowers and any onward Purchasers. All lender enquiries are to be submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

5.14.17c Does the lender have any specific instructions relating to remortgages?

Both Parts 5.14.17a & 5.14.17b are relevant to Remortgage instructions and should be followed appropriately.

Last updated: 27/06/2025

[View all answers to this question](#)

5.15.2a If different from 1.11, contact point if there are apparent problems with the management company:

Issuing Office

Non-Regulated Rent Charges:

Where the charge related to services being provided (such as the upkeep of the estate), should non-payment occur and

where further action is proposed regarding non-payment the collector/recipient must notify the lender of such action. If the agreement doesn't include these requirements then a deed of variation is needed.

Further, in the event of non-payment the agreement must either:

1. Specifically prohibit the collector/recipient from being able to create a lease over the property, or
2. If a lease is created the agreement must clearly state that on payment of: all arrears, costs of collecting arrears, all legal costs including court costs and costs of creating and surrendering the lease, then the lease must be surrendered. All costs must be reasonable. The agreement must specifically state no premium can be charged to surrender the lease.

If the agreement doesn't include these details a deed of variation is required.

Where a deed of variation is required, an indemnity policy is not an acceptable alternative.

The above requirements also apply where residents of the estate are members/shareholders of the management company.

The above requirements will only apply to a statutory rent charge and not where the payment obligation is created by a personal positive covenant/restriction.

For the avoidance of doubt, Non-Regulated Rent Charges are defined as those which can still be created under Section 2 of the Rentcharges Act [1977].

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

5.15.2b Does the lender need to be sent the management company share certificate?

No - borrower(s) to retain

Last updated: 27/06/2025

[View all answers to this question](#)

5.15.2c Does the lender need to be sent the signed blank stock transfer form?

No - borrower(s) to retain

Last updated: 27/06/2025

[View all answers to this question](#)

5.15.2d Does the lender need to be sent the management company's memorandum and articles of association?

No - borrower(s) to retain

Last updated: 27/06/2025

[View all answers to this question](#)

5.16.2 If different from 1.11, contact point if unable to certify search entry does not relate:

Group Legal Services, DX 83653 Swindon Hawksworth - Fax 01793 652318

Last updated: 27/06/2025

[View all answers to this question](#)

5.17.5a Does the lender need to be sent the power of attorney?

No

Last updated: 27/06/2025

[View all answers to this question](#)

5.17.5b Does the lender need to be sent the statutory declaration of non-revocation of power of attorney?

No

Last updated: 27/06/2025

[View all answers to this question](#)

5.19.1 If different from 1.11, contact point for lending on affordable housing, shared equity and shared ownership and where relevant your requirements:

Our standard requirements are document on our website at [nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf](http://nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf) . Please advise us if the restriction does not meet our requirements as the case will not be able to proceed.

Additional enquiries arising should be directed to the Issuing Office.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

5.20.1 Does the lender require me to report to them where the lease does not meet the UK Finance minimum requirements for leases of roof space for solar PV panels?

Please arrange for a deed of variation to be entered into on or before completion to ensure the UK Finance minimum requirements are met. If this is not possible advise the applicants and the issuing office the UK Finance minimum requirements cannot be met and the case cannot proceed.

Last updated: 27/06/2025

[View all answers to this question](#)

5.20.3 Does the lender have additional requirements relating to leases of roof space for solar PV panels, and if so, what are they?

The minimum UK Finance requirements must be met. For post completion requests, the borrower should be advised to ask the energy provider to correspond with Nationwide, Mortgage Servicing DX12500 using the UK Finance minimum requirements template.

Last updated: 27/06/2025

[View all answers to this question](#)

5.20.4 Does the lender require you to disclose the details of any existing Green Deal Plan(s) on a property?

Where a green deal loan balance is currently more than £10,000 please provide the issuing office with the following: the balance, monthly payment, term remaining, list of works that were undertaken, copies of any guarantees for the work and a copy of the Energy Performance Certificate.

Last updated: 27/06/2025

[View all answers to this question](#)

6.1.3 If different from 1.11, contact point if borrower is not taking up the mortgage offer:

Issuing Office

Last updated: 27/06/2025

[View all answers to this question](#)

6.2.1 If different from 1.11, contact if any discrepancies in property's description:

Issuing Office

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

6.3.1 If different from 1.11, contact point for any issues relating to purchase price:

Issuing Office

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

6.4.4 Does the lender require me to report incentives?

Yes – advise the Issuing Office as follows:

Standard purchase applications:

All financial incentives declared in Section 7 of the UK Finance Disclosure Form (i.e. builders cashbacks, deposit paid and any other financial incentives) should be added together to calculate the total value of financial incentives.

You will be required to complete an LTV calculation on all New Build instructions you receive from us – the outcome of this calculation will inform you how to apply our incentives policy and any reporting requirements.

Where the LTV is equal to or more than 90.01%, we do not allow any financial incentives to be offered as part of the deal. Please report to the issuing office should the UK Finance Disclosure Form you receive include any financial incentives.

Where the LTV is equal to or less than 90%, please adhere to the following requirements:

Where the total value of financial incentives is less than 5% of the purchase price, don't report to us.

Where it's more than 5%, the application must be declined.

Equity Loan applications:

- Where the total value is less than 5% of the purchase price (and doesn't include builder cashback or deposit paid), don't report to us.

- Where the total value is more than 5% (or includes builder cashback or deposit paid) – report to us and the case will be declined.

Please also report to us if it becomes apparent the source of deposit is not a family gift and/or from the applicants' own resources.

Non-Financial Incentives:

Only incentives for fixtures and fittings within the property will be considered by Nationwide as non-financial incentives. For example, kitchen upgrades, fitted appliances, flooring, garden landscaping etc. Anything else should be considered as

a financial incentive (for example, all vouchers, vehicles, holidays etc).

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

6.4.5 If different from 1.11, contact point if we will not have control over the payment of all the purchase money:

Issuing Office

Last updated: 27/06/2025

[View all answers to this question](#)

6.5.1 If different from 1.11, contact point if vacant possession is not being given:

We will not lend on any case where there is an existing tenancy unless it is clear from the mortgage offer that the property is let or is to be let at completion then you must check with us whether we lend on "buy-to-let" properties and that the mortgage is for that purpose

Last updated: 27/06/2025

[View all answers to this question](#)

6.6.1 If different from 1.11, contact point if property is let/to be let and to check you lend on buy-to-let:

Issuing Office

Last updated: 27/06/2025

[View all answers to this question](#)

6.6.2 If different from 1.11, contact point when you do not have details of current letting or letting to take place at completion:

Issuing Office

Last updated: 27/06/2025

[View all answers to this question](#)

6.6.3 Does the lender require counterpart/certified copy tenancy agreement to be sent to you?

No

Last updated: 27/06/2025

[View all answers to this question](#)

6.6.4 Does the lender lend where the property comes within the definition of a house in multiple occupation? If yes, what are your requirements?

No. Please note we do need to be made aware that the property is subject to an HMO license on remortgage or further advance applications. In these circumstances, please advise us why the license exists.

Last updated: 27/06/2025

[View all answers to this question](#)

6.7.1 What new home warranty schemes are acceptable to the lender?

If the property was completed less than 5 years ago, we require one of the following:

- NHBC
  - LABC
  - Premier Guarantee
  - One Guarantee
  - ABC+
  - BLP formerly known as Building Life Plan (excluding self builds under construction). These policies are underwritten by Allianz Global but written by BLP.
  - Build Assure (New Home Structural Defects Insurance)
  - Build-zone
  - CADIS
  - Checkmate's Castle 10 (where out buildings such as a detached garage are also being constructed an endorsement to include these in cover is required).
  - Global Home Warranties (Structural Defects Insurance)
  - The Q Policy for Residential Properties
  - The Q Policy for Bespoke Properties (detached only)
  - Protek
  - Advantage
  - International Construction Warranties (ICW). (If the property has a flat roof greater than 10sqm an endorsement will be required to include it in the cover).
  - Ark Residential New Build Latent Defects Insurance. Where a detached garage/outbuilding has been constructed at the same time as the main building the policy must include an endorsement confirming cover for the detached garage/outbuilding.
  - Homeproof (formerly Aedis)
  - TMSC
  - CRL new build 10 year structural defects insurance policy for residential property:
- Nationwide will only accept a CRL new build 10 year structural defects insurance policy in the following circumstances:

- a) The final certificate is dated 04/09/2019 or earlier, and the Underwriter is International General Insurance Company (UK) Ltd (IGI) or CGICE
- b) The final certificate is dated 05/09/2019 or later, and the underwriter is International General Insurance Company (UK) Ltd (IGI) and the final certificate has been signed by Ark Insurance Group Ltd.

Please note Arks final certificates are titled: '10 year Structural Defect Insurance Policy'. For clarity all final certificates signed off by Ark are proof that the warranty is acceptable.

Refer all other warranty schemes to Issuing Office, ensuring that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

6.7.2 What new home warranty documentation should be sent to the lender?

None - borrowers to retain

Last updated: 27/06/2025

[View all answers to this question](#)

6.7.3 Should any assignments of building standards indemnity schemes be sent to us?

None - borrowers to retain

Last updated: 27/06/2025

[View all answers to this question](#)

6.7.4 Will the lender proceed if the property does not have the benefit of a new home warranty scheme?

Yes if an appropriate Professional Consultant's Certificate (PCC) is available. A PCC is only acceptable for newly built homes within:

- a) A development of no more than 10 units
- b) A continuous structure (for example, a row of terrace houses or block of flats) of no more than 4 units within the structure.

Please note a PCC is also required for newly converted or recently significantly altered or refurbished homes.

Retrospective certificates by a professional who has not supervised the project from the start and inspected the build at regular intervals are not acceptable.

A PCC is not required if the property, conversion or significant alteration/refurbishment is over 5 years old.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

6.7.6 Does the lender need to be sent the professional consultant's certificate?

Yes to Issuing Office

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

6.8.1 If different from 1.11, contact point if no agreement and bond for an unadopted road or sewer:

Newly built properties (and second hand properties where the development is not yet complete):

We do not insist on any such agreement and bond being in place nor on you making a retention providing the roads and sewers are to be adopted eventually or formally managed by local residents or a management company. We do not need to be made aware of such circumstances but you should ensure that should the road/sewers not be immediately adopted, that the applicant/s (and their successors in title) have/will have unrestricted rights of way/access, usage rights and fully enforceable rights of maintenance and that the applicant/s are aware of their potential liability.

Second hand properties:

We require the applicant/s (and their successors in title) to have rights of way/access, usage rights and fully enforceable rights of maintenance. There must be no current disputes, the Vendor must confirm any system is currently working and the applicant/s must be aware of their potential liability. Where the road is managed by local residents or a management company, this must be a formal arrangement. Where this is the case, there is no need to advise us.

Private Drainage / Septic Tank:

- The tank, cesspit or treatment plant is within the boundaries of the property or appropriate, formal rights are in place.
- The system must comply with the General Binding Rules and / or possess the relevant licencing for the area / country the security is located / or an exemption.

If the above points cannot be met, then the property is considered unsuitable security and we cannot lend. Any necessary works required to the system must be undertaken prior to completion, retentions or undertakings are not accepted.

Please note that we will not accept an Indemnity Insurance in lieu of any of the requirements above.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

[View all answers to this question](#)

6.9.1 If different from 1.11, contact point if necessary easements are absent:

Please report to the issuing office with a description of the issue and the risk presented.

Where easements relate to access to the property, an indemnity policy is not accepted where the property cannot be legally accessed at all.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Last updated: 27/06/2025

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6.10.2 Who will the lender release any retentions (or instalments of the advance) to?

Borrower(s)

Last updated: 27/06/2025

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6.11.1 If different from 1.11, contact point if property is affected by redevelopment or road proposals:

Issuing Office. Please provide details of the proposal and time period. It is not necessary to advise us of the property will be impacted by HS2

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6.12.1 If different from 1.11, contact point if pre-emption rights, resale restrictions, options etc will affect the lender's security:

Issuing Office and for Resale Restrictions and Special Schemes please also ensure the scheme complies with our requirements as documented on our website at [nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf](http://nationwide.co.uk/-/media/MainSite/documents/about/media-centre-and-specialist-areas/information-for-lawyers/low-cost-home-ownership-special-schemes.pdf) . Please advise us if the restriction does not meet our requirements as the case will not be able to proceed.

Overage agreements will only be acceptable if: -

1.They are made subject to our charge. Our charge must have priority over the overage agreement. If the overage agreement is already in place, it must be postponed so that Nationwide's interest ranks in priority.

2.Any restriction wording does not prevent the disposition by a mortgagee.

Any existing overage agreement and/or restriction that does not comply with the foregoing will need to be amended on or before completion.

If the overage agreement relates to developing new units/buildings on the land we do not need to be advised. If the agreement relates to the current building (for example developing it into flats, adding an extension or conservatory, or a loft conversion) please advise us of the terms of the overage in plain English. This material fact will be assessed to ascertain if we wish to amend or withdraw our offer.

Right to Buys: Acceptable if the pre-emption is for the Council to purchase at market value and the Council must complete the purchase within 20 weeks.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to



exchange to allow sufficient time for review and decisioning.

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6.13.1 If different from 1.11, contact point if property is affected by improvement/repair grant which will not be discharged:

The case can proceed on normal terms as long as the Council provide written confirmation that repayment isn't required. The case can still proceed if the conditions that the grant monies don't have to be repaid to the Council are as follows:

- The property is used as a dwelling house
- The property is used as a principle residence
- The property is maintained in good order
- The owner of the house, if required to do so by the local authority, must confirm the conditions are being observed

If the amount of the grant is £10,000 or more please refer this to our issuing offer irrespective if the criteria above is met.

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7.3 Does the lender require a consent to mortgage from all occupants aged 17 or over?

Yes

Mortgage Deed incorporates our consent form see 14.2.1 (Part 2)

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7.4 If different from 1.11, contact point if doubts about accuracy of information disclosed:

Issuing Office

Last updated: 27/06/2025

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8.1 Does the lender allow me to advise any of the specified third parties?

Only those listed in bullet 3 clause 8.1

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9.1 Does the lender need to be sent the indemnity insurance policy?

Please refer to the relevant section of the handbook to see if the indemnity should be provided to us ahead of exchange for authority to proceed.

Please ensure that all lender enquiries are submitted (with full documentation/requirements) at least 2 weeks prior to exchange to allow sufficient time for review and decisioning.

Where an indemnity is acceptable to us, please include Insurance Company and Policy No. on Certificate of Title Borrower to retain policy document

Please note that we do not require an indemnity policy to be taken out when the purchaser has received a cash gift which forms part or all of their deposit.

Last updated: 27/06/2025

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9.2 What limit of indemnity insurance does the lender require?

Purchase Price (valuation if price is at a discount).

Contact Issuing Office for advice on a remortgage

Last updated: 27/06/2025

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10.2a Will the mortgage advance be paid electronically or by cheque?

Electronically

Last updated: 27/06/2025

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10.2b What is the minimum number of days notice lenders require?

5 working days

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10.3 What are the standard deductions made from the mortgage advance?

None

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10.7 On a delayed completion, when and how is advance to be returned?

If completion is delayed for more than 3 working days (unless we agree to longer), or will not occur at all, you must return the advance by the same method as received. Any interest accrued must be returned by cheque payable to Nationwide Building Society.

Please do not return funds by Faster Payment.

To return by BACS (Standard method of releasing advances) please use the following details:

Sort code – 07 01 16

Account – 00 002 147

To return by CHAPS please use the following details:

Sort code – 07 00 94

Account – 44 444 445

Please ensure to notify the Service Centre processing the mortgage application that the funds have been returned, including in the applicants' name and account number.

If completion is delayed beyond the offer expiry date, we will allow the mortgage to proceed on the original offer terms provided completion takes place within 15 days of the original offer expiry date.

Last updated: 27/06/2025

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10.9 If different from 1.11, contact point if completion is delayed?

Issuing Office

If completion is delayed beyond the offer expiry date, we will allow the mortgage to proceed on the original offer terms provided completion takes place within 15 days of the original offer expiry date.

Last updated: 27/06/2025

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10.10 How long can you hold the mortgage advance before returning it?

The advance must be returned within 3 working days of issue (unless we agree to longer). If funds are not returned within the timescales above it can result in the customer incurring charges and interest on their mortgage account.

Please refer to 10.7 for more information on how to return funds.

Last updated: 27/06/2025

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10.11 What, if any interest does the lender charge if return of the advance is delayed?

We charge our borrower(s) interest from the same day that the advance is released

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12.3.1 If different from 1.11, contact point for release of retentions/mortgage advance instalments:

Issuing Office

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14.1.4 Does the lender require me to make a form CH2 application?

No

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14.1.5 Does the lender need to be sent the original mortgage deed and/or any other original title documents?

No.

Last updated: 27/06/2025

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14.2.1 Where should the title deeds and documents be sent?

Mortgage Deed to HM Land Registry.

Obtain instruction from borrower(s) concerning retention of other documents

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14.2.2 Which documents must I send after completion?

None

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16.1.1 If different from 1.11, contact point for title documents:

www.nationwide.co.uk/lawyers

Last updated: 27/06/2025

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16.3.1 Does the lender have a standard form of transfer/deed of covenant?

No

Last updated: 27/06/2025

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16.3.2 If different from 1.11, contact point for finding out the debt amount:

www.nationwide.co.uk/Lawyers If it is a former Portman mortgage then please phone Nationwide Direct on 0800 30 20 11

Last updated: 27/06/2025

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16.3.4 Does the lender need to be sent the transfer of equity?

No - to be sent to HM Land Registry.

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16.3.7a If different from 1.11, contact point for obtaining execution of transfer equity:

There is no longer a requirement to submit the TR1 to us for sealing. We have agreed with the Land Registry that the Transfer Deed can be sent directly to them after all conditions have been met, however a bankruptcy search should be carried out for all new borrowers and any adverse entries or results must be reported to us before we can complete the Transfer of Equity. For all new borrowers being added to the mortgage, we require a covenant to be included in the TR1 binding the new borrower(s) by all the terms and conditions of the mortgage, as if they had been an original borrower. Please inform us when the transfer has completed so we can update our records.

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16.3.7b What form of attestation clause does the lender use?

n/a

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16.4.1 If different from 1.11, contact point for application for consent to letting:

Nationwide Direct (0800 302011) request normally direct to us from borrower by telephone.  
If you are aware of the intention to let prior to completion, report to Issuing Office.

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16.4.2 Does the lender need to be sent a copy of the proposed tenancy?

No

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16.5.2 If different from 1.11, contact point for confirming proposed deed or agreement will not adversely affect the lender:

CSC1, CST1,  
DX12500 Northampton

For lease extensions our second-hand lease requirements apply – see Second Hand Properties in 5.14.1. Please report to us if the lease extension terms do not meet the criteria as we will not be able to proceed.

Last updated: 27/06/2025

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16.5.3a Where should the deed of variation be sent?

CSC1, CRT2,  
DX12500 Northampton

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16.5.3b Where should the deed of rectification be sent?

CSC1, CST1,  
DX12500 Northampton

Last updated: 27/06/2025

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16.5.3c Where should the deed of easement be sent?

CSC1, CST1,  
DX12500 Northampton

Last updated: 27/06/2025

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16.5.3d Where should the option agreements be sent?

CSC1, CST1,  
DX12500 Northampton

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17.1.1 If different from 1.11, contact point for redemption statements:

Redemption Statements should be ordered through [www.nationwide.co.uk](http://www.nationwide.co.uk)  
Lawyers Information - Request for Redemption Statement

Last updated: 27/06/2025

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17.2.1a Where do you send the discharge and repayment remittance?

Redemptions CSC1, DX 12500 Moulton Park 4. However, as the discharge is no longer relevant for the majority of cases due to electronic discharges, please send a confirmation letter instead.

Last updated: 27/06/2025

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17.2.1b Does the lender send the discharge via a DS 1 form or direct with the Land Registry?

The majority of cases are now dealt with direct at land registry, with just a few cases requiring a DS1 form when the records have not been updated at the land registry (e.g. some ex-regional brands or ex-Portman accounts).

Last updated: 27/06/2025

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