

**LEGAL ADVISER'S CONFIRMATION OF PROVISION OF  
ADVICE RETIREMENT INTEREST ONLY MORTGAGES**

Given the nature of the proposed mortgage, the Society wishes to ensure that the borrower(s) have followed a specific process and that the basis of the mortgage transaction is fully understood prior to legal completion. This supports the Society being satisfied with its obligations towards good business conduct and in meeting its responsible lending obligations.

By signing this form you are confirming that you have fully explained and actioned these requirements prior to legal completion.

**As the acting Legal Adviser, I confirm that:**

- a) I have met with each borrower on a face to face basis with no other party in attendance and have provided legal advice in respect of this mortgage transaction. I am satisfied that my client(s) have a full understanding of the Mortgage Terms and Conditions, particularly the sale of the property to repay the mortgage following a prescribed life event i.e. in the event of the death of the borrower(s) or the borrower(s) moving into long term residential care.
- b) I have explained the nature and implications of entering into the mortgage contract and have highlighted the risks involved.
- c) I have discussed and explained to the borrower(s) the importance/benefits of informing close family members about the intended mortgage transaction and the effect this may have on the borrower(s) estate.
- d) I have discussed and explained the benefits of arranging a Will and the risks of not having a Will.
- e) Each borrower has in place, prior to completion, Lasting Powers of Attorney for both;
  - Health and Welfare
  - Property and Financial Affairs
- f) The borrower(s) have individually confirmed to me that no duress, undue influence or other undue pressure has been placed upon them to enter into the mortgage contract and that they have freely entered into this.
- g) I have explained to the mortgage borrower(s) that any current/future non-borrowing occupiers of the property will have no right of continued occupation, or the ability to take over the mortgage/obligations, in the event of the death of the borrower(s) or the borrower(s) moving into long term residential care.
- h) As the acting Legal Adviser, no conflict of interest exists.

<b>Name of Legal Adviser:</b>	
<b>Qualification(s):</b>	
<b>Signed by Legal Adviser:</b>	
<b>Name of Firm:</b>	
<b>Date:</b>	