




Guidelines on credit data statistics (AnaCredit)



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Directorate General Data and Statistics
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Note

This English translation is provided by the Deutsche Bundesbank for the convenience of English-speaking readers. The sole authoritative text is the original German.

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List of abbreviations

ESCB	European System of Central Banks
ECB	European Central Bank
FVC	Financial vehicle corporation
LEI	Legal entity identifier
MFI	Monetary financial institution
RIAD	Register of Institutions and Affiliates Data

See also "**Reference documents**".

I Scope of data collection and reporting agents

The Deutsche Bundesbank has detailed the requirements as set out in Regulation (EU) 2016/867 of the European Central Bank of 18 May 2016 on the collection of granular credit and credit risk data (ECB/2016/13) (hereinafter: the AnaCredit Regulation) in the Instruction on credit data statistics (AnaCredit) of 3 January 2020 including an addendum of 19 December 2023 (hereinafter: the Instruction) adjusting them accordingly in order to take account of the German legal framework. In the Instruction, the Bundesbank specifies the AnaCredit reporting requirements that are to be met by reporting credit institutions in Germany.

AnaCredit comprises the collection of credit and credit risk data at single borrower (borrower-by-borrower) and loan (loan-by-loan) level. Data are thus collected at the level of the smallest possible observed agent in both cases. For the purposes of AnaCredit, the term “credit” encompasses loans and advances as well as bills; hereinafter referred to as “credit data”. Credit data are collected separately as static credit data and dynamic credit data.

Negotiable securities are not part of AnaCredit but are collected as part of securities holdings statistics, which is Germany’s contribution to the ESCB’s Securities Holdings Statistics Database.

The Instruction refers to the AnaCredit reporting templates for counterparty reference data and for credit data which show the reporting requirements in tabular form. The latest versions of the reporting templates are available on the Bundesbank’s AnaCredit website.¹

Credit institutions resident in Germany as well as resident foreign branches of credit institutions have a reporting obligation to the Bundesbank. Credit institutions are those undertakings defined in Article 4(1) No 1 of Regulation (EU) No 575/2013² (hereinafter: the CRR), irrespective of whether they fall within the scope of Directive 2013/36/EU³ (hereinafter: the CRD IV Directive).

Credit institutions resident in Germany with foreign branches are required to submit reports for the foreign branches in addition to the report for the part of the institution resident in Germany. Separate reports are to be submitted for the individual countries of residency; data relating to branches in the same country of residency are to be consolidated into one report.

A reporting obligation exists for instruments where the debtor’s total commitment amount is equal to or greater than €25,000 on any reporting reference date within the reference period. Note that netting arrangements (i.e. agreements to offset debit and credit items) are disregarded by AnaCredit. Similarly, unlike in the monthly balance sheet statistics, the netting options offered by Section 10 of the Bank Accounting Regulation (*RechKredV*) are not applicable. Credits granted exclusively to natural persons are excluded. In the case of multi-debtor credits involving natural persons as debtors, or when natural persons are affiliated in some other way with instruments that must be reported to AnaCredit, no record is reported for the natural person. However, in such an instance, the existence of the affiliation as well

¹ <https://www.bundesbank.de/en/service/reporting-systems/banking-statistics/credit-data-statistics-anacredit--752098>

² Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012.

³ Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

as the type of affiliation to a natural person (co-debtor or protection provider) is reported. Personal data must not be included in the reporting.

Pursuant to the data model specified in the AnaCredit Regulation, the reporting templates are divided into various datasets.⁴ Each dataset contains a combination of various identifiers which enables a logical connection to be established across the datasets; this “logical data model” can be used to link various counterparty and credit data attributes across datasets. As a result, information on instruments, counterparties or protection items only has to be collected once. This structure enables the multiple use of credit data statistics (AnaCredit) and contributes greatly to the future viability of this data collection method.

⁴ This document draws a distinction between the terms “record” and “dataset”. The data to be reported to AnaCredit are divided into several datasets pursuant to the reporting template. One dataset may contain several records. For instance, the *instrument dataset* contains one record for each instrument to be reported.

II Features of data collection

1. Report structure and reporting frequency

The reporting agents have to submit the following reports to the Bundesbank:

(a) Counterparty reference data

This concerns the reporting of counterparty reference data that do not usually, or only rarely, change. Data records are to be reported once only, upon the counterparty entering into a contract registered in AnaCredit, and are to be re-submitted each time there is a change to one or more of the records' data attributes. If a change takes place to one or more of the data attributes, the reporting agent must report not only each of the altered data attributes but all data attributes relating to the *counterparty reference dataset* record.

(b) Static credit data

This concerns the reporting of static credit data that do not usually, or only rarely, change. The reporting depends on the files' submission type.⁵ Accordingly:

- if submitted as a full report (FULL_REPLACEMENT submission type), it has to be submitted regularly at each reporting reference date for which the contract or the protection received is subject to a reporting requirement, even where the data are unchanged from the previous period;
- if submitted as a delta report (FULL DYNAMIC submission type), it has to be submitted once only, upon registration of the instrument in AnaCredit or upon receipt of any protection as security, and is to be re-submitted each time there is a change to one or more data attributes. If a change takes place to one or more of the data attributes, the reporting agent must report not only each of the altered data attributes but all data attributes relating to that static credit data record.

The following datasets belong to static credit data:⁶

- i. *instrument dataset*;
- ii. *counterparty-instrument dataset*;
- iii. *protection received dataset*;
- iv. *protection provider dataset*.⁷

(c) Dynamic credit data

Dynamic credit data are reported regularly, even if there have been no changes compared to the previous period.

The following datasets are dynamic credit data to be reported on a monthly basis:

- i. *financial dataset*;

⁵ More information on the submission type for the reporting template for *credit data* can be found in Chapter 3.2.5 of the "Technical specifications for reference and credit data reports for AnaCredit to the Bundesbank".

⁶ The names of reporting templates, datasets, corresponding records and data attributes are in italics.

⁷ Unlike in the reporting template for *credit data*, the technical approach has been chosen here meaning that the *protection provider identifier* and *type of protection provider identifier* data attributes are in a separate dataset entitled *protection provider dataset* instead of in the *protection received dataset*. This is in line with the Technical specifications for reporting reference and credit data for AnaCredit to the Deutsche Bundesbank; see also the introduction to Part IV.

- ii. *joint liabilities dataset;*
- iii. *instrument-protection received dataset;*
- iv. *counterparty risk dataset;*
- v. *counterparty default dataset.*

Dynamic credit data to be reported on a quarterly basis include the following dataset:

- i. *accounting dataset*

Counterparty reference data for all observed agents of a reporting agent are bundled and reported according to the timeline principle (on a one-off basis when submitting a new counterparty and each time one or several data attributes are changed; data are also valid for the following reporting reference dates).

However, credit data are reported separately for each observed agent of a reporting agent according to the point-in-time principle (regularly at each reporting reference date when taking into account the respective submission type; data are valid in principle for the submitted reporting date; static credit data are imported from the previous reporting reference date only if using the FULL_DYNAMIC submission type).

2. Reporting deadlines

Counterparty reference data and static credit data can be reported to the Bundesbank on any day, although for observed agents resident in Germany, data must be transmitted to the Bundesbank by no later than close of business on the sixth business day following the end of the respective month in which the event that triggered the reporting requirement occurred. For observed agents that are resident abroad, the data are to be transmitted to the Bundesbank by no later than close of business on the 15th business day following the end of the respective month in which the event that triggered the reporting requirement occurred. Irrespective of the reporting frequency selected, it must be ensured that counterparty reference data and static credit data as recorded on the last day of the respective month (reporting reference date) have been transmitted to the Bundesbank within the specified deadlines.

Any data of observed agents resident in Germany requiring monthly reporting are to be transmitted to the Bundesbank as recorded on the last day of the respective month (reporting reference date) by close of business on the sixth business day following the end of the respective month. For observed agents that are resident abroad, the data are to be transmitted to the Bundesbank by close of business on the 15th business day following the end of the respective month.

In accordance with No 5 of the Instruction on credit data statistics (AnaCredit), Deutsche Bundesbank Notice No 8001/2020, Federal Gazette AT of 17 January 2020, reporting agents may ask for the reporting deadline to be extended until the close of business on the ninth business day following the end of the respective month⁸ insofar as they are unable to ensure timely transmission of the monthly data by way of internal cross-border reconciliation processes. Details and conditions for the request can be found in the Instruction. This shall be without prejudice to the option available to observed agents

⁸ Application form can be found at [Credit data statistics \(AnaCredit\) | Deutsche Bundesbank](#) under the heading "Forms for credit data statistics (AnaCredit)"

that are not resident in Germany of transmitting monthly reports by the close of business on the 15th business day. With the addendum to the Instruction of 19 December 2023 (Deutsche Bundesbank Notice No 8003/2023, Federal Gazette AT of 11 January 2024), reporting agents with more than one million eligible instruments can likewise request an extension of the deadline for monthly submissions. This deadline can be extended, upon prior application, up until the close of business on the 12th business day after the end of the respective reporting month.⁹ One of the two forms published on the Bundesbank's website for this purpose should be used to request said extension. Scan the duly completed and signed form and email it to anacredit-kreditdaten1@bundesbank.de.

Any data requiring quarterly reporting are to be transmitted to the Bundesbank as recorded on the last day of March, June, September and December (reporting reference dates) as follows. First-quarter data are to be transmitted by close of business on 12 May, second-quarter data by close of business on 11 August, third-quarter data by close of business on 11 November of a given year and fourth-quarter data by close of business on 11 February of the following year. If a reporting deadline falls on a public holiday, or on a Saturday or a Sunday, the data are to be transmitted by close of business on the next business day.

As of 30 April 2024, the ECB's new non-compliance procedure will be applicable to AnaCredit for the first time. On the basis of Regulation (EU) 2022/1917 of the European Central Bank,¹⁰ all reporting agents are requested to submit their AnaCredit reporting files to the Bundesbank in a timely manner.

3. Reporting scope

(a) Full reporting requirements

The AnaCredit Regulation defines the reporting scope. When transposing this Regulation into the Instruction on credit data statistics (AnaCredit), the Bundesbank took this scope to be the maximum level of possible requirements. However, in a number of articles and annexes, the AnaCredit Regulation grants the national central banks discretion in some areas. These areas are specified in further detail in the Instruction. The reporting requirements generally apply to all reporting agents (full reporting requirements). In the event of a merger, the full reporting requirements of the acquiring institution shall apply to the entire (new) institution until further notice.

(b) Reduced reporting requirements

One of the areas of discretion mentioned above entails exempting certain reporting agents from some reporting requirements. The Bundesbank grants those institutions classified as small reporting agents pursuant to Article 16(1) of the AnaCredit Regulation a derogation in the form of reduced reporting requirements.¹¹ The Bundesbank informs these institutions accordingly.¹² In the event of a merger, the reduced reporting requirements of the acquiring institution shall apply to the entire (new) institution until further notice.

⁹ Application form can be found at [Credit data statistics \(AnaCredit\) | Deutsche Bundesbank](#) under the heading "Forms for credit data statistics (AnaCredit)"

¹⁰ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32022R1917>

¹¹ Section 6(a) of the Instruction on credit data statistics (AnaCredit), Deutsche Bundesbank Notice No 8001/2020.

¹² This classification of reporting agents as "large" and "small" can be revoked at any time and is reviewed at regular intervals.

(c) Reduced reporting scope for instruments of existing business

In order to make the transition to collecting granular credit data easier for all institutions, a reduced reporting scope exists for those qualifying instruments within the meaning of AnaCredit that were originated by reporting agents prior to 1 September 2018 (existing business). This reduced reporting scope is not applicable for instruments issued on or after that date.¹³

(d) Reporting more data attributes than necessary under the reporting requirements

When submitting reports to the Bundesbank, the reporting agent may provide data for more data attributes than necessary under the reporting requirements.

(e) Avoiding double reporting

In cases where the servicer and creditor of an instrument are different observed agents but both are reporting agents, the creditor must fulfil the reporting requirements. This arrangement is intended to prevent the same instrument from being reported more than once.

(f) Observed agents not subject to capital requirements

Reporting requirements modified for individual data attributes apply to observed agents not subject to capital requirements in accordance with the reporting template for *credit data*, as amended.

(g) Entirely derecognised instruments being serviced

Reduced reporting requirements apply for entirely derecognised instruments being serviced in accordance with the reporting template for *credit data*, as amended. See Part IV, "Data attributes of the reporting template *Credit data*", "*Accounting dataset*", "Balance sheet recognition".

(h) Reporting data in relation to foreign branches

Data in relation to foreign branches in another reporting Member State are to be reported in full. Data in relation to foreign branches outside a reporting Member State (e.g. in the United States of America) are subject to those reduced reporting requirements that can be found in the reporting templates.

Resident foreign branches of credit institutions with their own activity as creditor or servicer are subject to the same reporting requirements as resident credit institutions.

(i) Reporting data in relation to subsidiaries

Data in relation to subsidiaries of resident credit institutions do not need to be reported by the reporting agent.

The reporting templates include the various reporting requirements outlined. A more detailed description can be found in Part IV.

4. Newly established credit institutions, reporting requirements of reporting agents with no qualifying instruments

Newly established credit institutions in Germany and legally dependent German branches of foreign banks are directly qualifying, i.e. Article 13(3) of the AnaCredit Regulation is not applicable in contrast to the cancellation of derogations from reporting requirements. The way this has been practically

¹³ Section 6(b) of the Instruction on credit data statistics (AnaCredit), Deutsche Bundesbank Notice No 8001/2020.

implemented is that, once the new institution has submitted its first reporting pursuant to Regulation (EU) 2021/0379¹⁴ (monthly balance sheet statistics), the Bundesbank will send this institution a reporting notice containing information as to whether the institution is subject to either a full or reduced reporting frequency pursuant to Article 16 of the AnaCredit Regulation and listing the first expected reporting reference date. This date is, as a general rule, the last day of the second month following the first monthly balance sheet statistics report. If the new institution does not (yet) have any qualifying lending business, it may also submit a nil report, as outlined below. Under the AnaCredit Regulation, newly established foreign branches of German banks shall be reported as observed agents immediately after the license has been issued, even if this involves submitting a nil report.

Institutions that are subject to reporting requirements under the AnaCredit Regulation but that have no qualifying instruments are required to submit nil reports to the Bundesbank. More specifically, at the observed agent level, a distinction is made as to whether qualifying instruments do not exist merely on a temporary or on a permanent basis.

If the reporting agent has one or more observed agents that only temporarily do not have qualifying instruments, the reporting agent has to submit nil reports for all credit data templates (BBK_ANCRDT_T1M, BBK_ANCRDT_T2M, BBK_ANCRDT_T2Q) via ExtraNet for each of the observed agents. If the reporting agent as a whole temporarily has no qualifying instruments, it has to submit a nil report for the counterparty reference data template (BBK_RIAD) as well. This latter requirement also applies if a reporting agent does not have any changes to make to the counterparty reference data at the relevant reporting reference date.

Reporting agents are required to transmit a nil report to the Bundesbank once a year for each of their observed agents that permanently have no qualifying instruments. As a rule, the nil report should be transmitted to the Bundesbank by 31 December of a given year by post, email or fax. The initial nil report of an agent permanently having no qualifying instruments has to be transmitted without delay. After that, the reporting frequency is as above, i.e. a nil report confirming this status has to be transmitted by 31 December. The form for submitting nil reports can be found on the Bundesbank's website. Should the reasons for the nil report change, the reporting agent must ensure that the reporting requirements are met without delay (i.e. also intrayear). The Bundesbank does not specify any requirements classifying whether qualifying instruments do not exist merely on a temporary or on a permanent basis.

5. Reporting reference dates

Specific requirements when reporting counterparty reference data:

Counterparty reference data (change) reports are bound to a reporting reference date. In other words, at every reporting reference date, the last report accepted is considered to apply to the given reporting reference date.

If a reporting agent does not have any changes to make to the counterparty reference data at the relevant reporting reference date, it should submit a nil report to the Bundesbank by the relevant deadline (see the sections entitled "Submission file for counterparty reference data" and "Nil report" in the "Technical specifications for reference and credit data reports for AnaCredit to the Bundesbank" (hereinafter: the Technical specifications)).

¹⁴ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021R0379>

Please note that the *counterparty reference dataset* that the reporting agent transmits to the Bundesbank may contain only one entry (record) for each counterparty as at a given reporting deadline irrespective of how many observed agents (of the reporting agent) actually relate to the given counterparty and regardless of how many roles the counterparty takes on across the related observed agents.

Counterparty reference data for an institution with cross-border activities can thus be reported in two stages: (1) update of all counterparty reference data for the domestic part by the sixth, or – under the prerequisites specified in Section II.2 “Reporting deadlines” – the ninth, business day of the month following the relevant reporting reference date, and (2) additional update of all counterparty reference data that are solely related to foreign observed agents of the reporting agent by the 15th business day of the month following the relevant reporting reference date.

6. Submission of AnaCredit reports by a third party

The reporting institution is, in principle, responsible for submitting the reports and receiving the reply messages sent by the Bundesbank. The actual process of settlement via the Bundesbank’s ExtraNet can be performed by a third party, e.g. a service provider.

In order for a third party to be able to submit AnaCredit reports, the reporting institution has to notify it to the Bundesbank by means of an authorisation form prior to the initial submission of AnaCredit reports to the Bundesbank. The submitted authorisation form is then used to uniquely identify the authorised submitter and thus also ensure the correct delivery of AnaCredit reply messages.

The authorisation form, “Authorisation form AnaCredit”, can be found on the Bundesbank’s AnaCredit website.¹⁵

This means that the report can be submitted by the:

- a) reporting institution
- b) third-party submitter indicated, where appropriate, on the authorisation form
- c) where appropriate, the acquiring institution in a merger.

7. Corrections

The acknowledgement messages sent by the Bundesbank to reporting agents contain validation and, where applicable, plausibility check results; see the Manual on AnaCredit validation rules. The records affected by validation and/or plausibility errors shall be corrected immediately and re-submitted. Moreover, all breaches of reporting guidelines which are not automatically flagged by validation rules shall be corrected by the reporting agents as soon as the Bundesbank has notified the reporting agents of such breaches.

¹⁵ Under the heading “Forms for credit data statistics (AnaCredit)”
<https://www.bundesbank.de/en/service/reporting-systems/banking-statistics-form-centre/forms-for-credit-data-statistics-anacredit--750190>

(A) Things to note regarding counterparty reference data corrections

Take the **timeline principle** into account for retroactive corrections of counterparty reference data. This means that – provided no deletion takes place – the data are extrapolated to all subsequent reporting reference dates after the initial report. Any change reports which have been submitted in the meantime for these datasets have to be re-submitted in chronological order. When correcting data, start with the oldest reporting reference date if possible. This avoids the need to edit data repeatedly. Prioritising the current year or reporting reference date does not make sense.

Example:

XY GmbH has an error in the data attribute *Address: street* at the 31 July 2022 reporting reference date and a change in the data attribute *Name* at the 31 January 2023 reporting reference date.

- a) If the name for the 31 January 2023 reporting reference date is corrected first, this dataset would have to be re-submitted when the street is corrected. The reports would then look like this:

Correction 1: Change in name as from the 31 January 2023 reporting reference date
=> Data will be extrapolated until a new delta or deletion is submitted

Correction 2: Correction of the street for the 31 July 2022 reporting reference date; the counterparty still has the "old" name at this point in time and must also be submitted with it => Data will be extrapolated until a new delta or deletion is submitted.

Correction 3: Re-correction of the name as from the 31 January 2023 reporting reference date, as this was overwritten again by correction message 2

- b) If the first step is to correct the street for the 31 July 2022 reporting reference date, only two datasets need to be submitted:

Correction 1: Correction of the street for the 31 July 2022 reporting reference date; the counterparty still has the "old" name => Data will be extrapolated until a new delta or deletion is submitted.

Correction 2: Change in name as from the 31 January 2023 reporting reference date
=> Data will be extrapolated until a new delta or deletion is submitted

Regarding the corrections, note also that some data attributes change or have to be reported annually and then may have to be re-submitted for correction reports. This applies, for example, to the data attributes *number of employees*, *annual turnover*, and *balance sheet total*.

To correct relational data, first delete the faulty data using a delete report for the reference period in question and then re-submit the correct data.

(B) Things to note when correcting credit datasets (static credit data and dynamic credit data)

Credit data processing based on the **point-in-time principle** means that corrections for each affected (retroactive) reporting reference date need to be made separately. As a rule, making corrections could comprise the following actions; a combination of several actions for one reporting reference date is also conceivable:

- a) Renewed submission of data records previously reported incorrectly

- b) Initial submission of data records not previously reported
- c) Deletion of erroneously submitted data records

Depending on the extent of corrections and which actions are to be taken, the relevant guidelines for submission type¹⁸ and the appropriate action attribute¹⁹ “Replace” or “Delete” have to be noted for credit data. The primary submission type envisaged for corrections is CHANGE, which is predicated on a previous submission for the relevant reporting reference date with FULL_REPLACEMENT or FULL_DYNAMIC. This submission type replaces or deletes only those records contained in the correction reports; all other records already submitted for the affected reporting reference date are left untouched.

In the case of corrective actions involving the FULL_REPLACEMENT or FULL_DYNAMIC submission types, by contrast, all records previously submitted for this reporting reference date using this reporting form are either fully replaced or newly created using the previous month’s data status.

Plausibility check results for outliers and the possibility of confirming irregular but correct values for credit data:

a) Confirmation of irregularities by submitting a confirmation report

In addition to validation errors, the reply messages sent by the Bundesbank to the reporting institutions may also contain plausibility check results, known as “outliers”,²⁰ which, if incorrect, must be corrected or, if correct, confirmed by submitting a confirmation report.

In principle, the structure of the confirmation report corresponds to the structure of the messages to reporting agents to acknowledge plausibility check results. In addition to this, the reporting agent needs to give the exact attribute value to be confirmed.²¹

A confirmation of a value that is not entered in the Bundesbank’s system will cause the data record to be rejected.²²

As a general rule, a confirmation report for past reporting reference dates only affects the reporting reference date in question owing to the point-in-time principle.

If the Bundesbank’s credit data system AnaCredit-BBk receives a confirmation report and accepts it, the irregularities entered therein shall be deemed to be confirmed for the reporting reference date concerned and will no longer be reported back to the reporting agent in subsequent reply messages for this reporting reference date.

For counterparty reference data, the value limits for the outlier rules must be observed. However, an automated check and the associated possibility of a confirmation report will only take place at a later point in time.

b) Carrying confirmations over to the following reporting reference date

Under certain conditions, the Bundesbank allows confirmed values to be carried over to subsequent dates. If “outliers” acknowledged by the Bundesbank are confirmed by the reporting agent prior to initial

¹⁸ Chapter 3.2.5 of the Technical specifications for reference and credit data reports for AnaCredit to the Bundesbank

¹⁹ Chapter 3.2.7 of the Technical specifications for reference and credit data reports for AnaCredit to the Bundesbank

²⁰ See the file “Wertgrenzen zu den Ausreißerregeln” (Value limits for outlier rules) under [Credit Data Statistics \(AnaCredit\) | Deutsche Bundesbank](#)

²¹ Chapter 3.4 of the Technical specifications for reference and credit data reports for AnaCredit

²² Chapter 5 “Plausibilisierungen” (Plausibility checks in the “Handbuch zu den AnaCredit Validierungsregeln” (Manual on AnaCredit validation rules)

submission²³ for the next reporting reference date, the existing confirmations are automatically carried forward to the new reporting reference date,²⁴ irrespective of the submission type. However, this is conditional on the assumption that the confirmation is accepted by the system and that the data value has not changed at the new reporting reference date or has initially only changed within a tolerance range of +/- 10%.

c) Recognition of confirmations for past reporting reference dates

Confirmations submitted for past reporting reference dates are not extrapolated to subsequent dates for which new data have already been submitted. In this case, separate confirmations of outliers are therefore required for each past reporting reference date. However, if the value of a particular attribute has already been confirmed by the reporting agent for a given reporting reference date, this confirmation will remain valid if the same or a slightly changed value (tolerance range +/- 10%) is re-submitted for the same reporting reference date as part of a correction report using the CHANGE submission type. For retroactive corrections made by resubmitting a file using the FULL_REPLACEMENT or FULL_DYNAMIC submission type, however, all existing confirmations of the associated data are initially deleted for the affected reporting reference date. Once the new data records have been imported, the next step is to restore any existing confirmations from the previous month. If, however, there are no confirmations in the previous month or only ones outside the tolerance range, a new confirmation for the corrected reporting reference date may be required.

d) Modify and delete confirmations

If a modified confirmation is received from the reporting agent for an irregular value for which a confirmation valid on the same reporting reference date already exists, the amended confirmation overrides the previous confirmation. The confirmation of a value on a specific reporting reference date is cancelled by submitting a regular reporting dataset with a new value outside the tolerance range defined by the originally confirmed value. Accordingly, no confirmation can be transferred to future reporting reference dates afterwards. If confirmation information is removed for a retroactive reporting reference date, this has no effect on the subsequent reporting reference dates.

8. Delete and matured instruments

The action attribute²⁵ "Delete" can be used to delete previously submitted records, see Technical specifications. The attribute can be used to delete erroneously submitted records and to close static records for matured instruments. When using the action attribute, only the mandatory fields (see Table 7 of the Technical specifications) may be used.

For deletions concerning natural persons and/or entities not covered by the scope of AnaCredit reporting (counterparty reference data and credit data), see d).

Owing to the processing of credit data reporting based on the point-in-time principle and the attendant existence of different submission types,²⁶ the use of this action attribute, however, is not always necessary to delete credit data records. Especially in the case of regular full reports of the FULL_REPLACEMENT submission type, it is not necessary to delete matured instruments.

²³ First accepted report from an observed agent for a new reporting reference date

²⁴ In this context, the following or preceding quarterly reporting reference date is relevant for confirmations relating to attributes of template T2Q.

²⁵ Chapter 3.2.7 of the Technical specifications for reference and credit data reports for AnaCredit to the Bundesbank

²⁶ Chapter 3.2.5 of the Technical specifications for reference and credit data reports for AnaCredit to the Bundesbank

a) Deletion of erroneously submitted records

To delete an erroneously submitted static record counterparty reference data record from the AnaCredit system, the reporting reference date (DT_RFRNC) in the report file in which the deletion is to be made needs to match the reporting reference date from which the respective record should be deleted. If a static record is to be deleted for all reporting reference dates, this is the reporting reference date for which the record has been submitted for the first time to the AnaCredit system.

For a credit data record (static credit data or dynamic credit data), there are different ways to delete records reported incorrectly or erroneously submitted depending on the submission type:

- Submitting a file for a reporting reference date using the CHANGE submission type:
Transmit the records to be deleted for the respective table with the action attribute "Delete". This enables the targeted deletion of the records marked for deletion and leaves all other records for this reporting reference date untouched.
- Submitting a file for a reporting reference date using the FULL REPLACEMENT submission type as a (renewed) full submission of a reporting form without the records to be deleted:
This fully replaces all records previously submitted for this reporting reference date using this reporting form. Non-re-submitted records therefore no longer exist for this reporting reference date.
- Submitting a file for a reporting reference date using the FULL_DYNAMIC submission type as a (renewed) delta report:
If the records to be deleted were not reported in the previous month, or if they are dynamic credit data, they are no longer to be reported in the current file and therefore no longer exist for this reporting reference date, either.
When using the FULL_DYNAMIC submission type, static records are recreated from the current data status of the previous month. Where this causes the records to be deleted to be recreated as well, these are to be communicated in the current file for the respective table with the action attribute "Delete".

Please note, however, that, irrespective of submission type, a file removes the records only for the submitted reporting reference date; correction files are therefore to be submitted for every reporting reference date for which a record has been erroneously reported.

Example:

A non-qualifying counterparty has been reported erroneously for the first time for the reporting reference date of 31 March 2019 in the *counterparty reference dataset*. The delete report submitted at point in time $t + n$ needs to state the reporting reference date of 31 March 2019.

At point in time t : Record X in the *counterparty reference dataset* is submitted with the default action "Replace" (data:action="Replace") and the reporting reference date of 31 March 2019 (DT_RFRNC = "201903").

At point in time $t + n$: Record X in the *counterparty reference dataset* is submitted with the default action “Delete” (data:action=“Delete”) and the reporting reference date of 31 March 2019 (DT_RFRNC = “201903”).

The credit records *Counterparty-instrument (CP-I) Y* and the *financial dataset (FI) Z* associated with the deleted counterparty X , on the other hand, must be deleted separately for each reporting reference date on which the record was reported: a deletion using the CHANGE submission type is shown as an example below:

At point in time t : $CP-I Y + FI Z$ are submitted with the default action “Replace” and the reporting reference date of 31 March 2019.

At point in time $t + 1$: $CP-I Y + FI Z$ are submitted with the default action “Replace” and the reporting reference date of 30 April 2019.

At point in time $t + 2$: $CP-I Y + FI Z$ are submitted with the default action “Replace” and the reporting reference date of 31 May 2019.

At point in time $t + n$: $CP-I Y + FI Z$ are submitted with the action “Delete” and the reporting reference date of 31 March 2019.

$CP-I Y + FI Z$ are submitted with the action “Delete” and the reporting reference date of 30 April 2019.

$CP-I Y + FI Z$ are submitted with the action “Delete” and the reporting reference date of 31 May 2019.

b) Closing matured instruments

The action attribute “Delete” can also be used to delete previously reported static credit data which are no longer qualifying since the corresponding instruments have matured or been repaid in full. The reporting reference date (DT_RFRNC) stated in the deletion is regarded as the first reporting reference date at which the respective instrument/protection matured.

Note that the deletion at point in time $t + n$ outlined below is only necessary in those cases where the credit data reports have been submitted as delta reports, i.e. using the FULL_DYNAMIC submission type. Only in this case are the previous month’s static credit data copied as part of file processing to the current reporting reference date and is it necessary to close the instruments that are no longer relevant.

When using the FULL_REPLACEMENT submission type where no historic records are migrated to the current reporting reference date, care is to be taken that the matured or fully repaid instruments are no longer contained in all reporting tables.

Example using the FULL_DYNAMIC submission type:

At point in time t : Record X in the *instrument dataset* is submitted with the default action “Replace” (data:action=“Replace”) and the reporting reference date of 31 March 2019 (DT_RFRNC = “201903”).

At point in time $t + n$: Record X in the *instrument dataset* is submitted with the action “Delete” (data:action=“Delete”) and the reporting reference date of 31 July 2019 (DT_RFRNC = “201907”).

As a result, record X in the *instrument dataset* is valid for the time period 31 March 2019 until 30 June 2019.

c) Deletion of merged counterparties

If, following a merger of counterparties, national identifiers or other identifiers such as LEI, RIAD code, borrower number, creditor number, bank sort code, BIC or BAK number are transferred to the acquiring entity, the reference dataset of the acquired counterparty must be deleted by means of a delete report (using the action attribute "Delete") for the reporting reference date in which the affected identifier is first reported for the acquiring entity. Note that this delete report for the acquired counterparty and the report for the acquiring counterparty (using the action attribute "Replace") may not be submitted in the same reporting file. In order to ensure that the data records are processed in the correct sequence, first submit the delete report for the acquired counterparty and then the report (using the action attribute "Replace") for the acquiring counterparty.

For the relevant reporting reference date, the credit data of the acquired entity linked via the counterparty identifier shall also be reported on the same day using the acquiring entity's counterparty identifier.

If none of the aforementioned identifiers is migrated to the new entity, a delete report (action attribute "Delete") for the disappearing counterparty reference dataset is not necessary.

d) Deletion of erroneously submitted natural persons or entities not in the AnaCredit reporting scope and their transactions

If counterparty reference data and, where applicable, additionally credit data on natural persons or entities not in the AnaCredit recording scope (reference shall be made hereinafter only to natural persons) have been erroneously submitted, the natural person should be reported in RIAD-BBk with the help of the SDMX dataset "BBK_ANCRDT_ENTTY_PRTCTD_C" (RIAD-Protected Cube). When submitting this report, note that reports for the same counterparty are not permitted within a single report file in both the reference data cube (BBK_ANCRDT_ENTTY_RFRNC_C; using the action attribute "Replace" and/or "Delete") and the Protected Cube (BBK_ANCRDT_ENTTY_PRTCTD_C).

In response to this report, the Bundesbank will delete all credit data attributes and counterparty reference data attributes on the reported counterparty in the Bundesbank's RIAD-BBk AND AnaCredit-BBk systems or, in certain scenarios, anonymise them.

Only in cases where data on a natural person were mistakenly reported solely to the AnaCredit-BBk system can the SDMX dataset "BBK_ANCRDT_ENTTY_PRTCTD_C" (AnaCredit-Protected Cube) be used in a relevant report to AnaCredit-BBk. In response to this report, the Bundesbank will delete all credit data attributes on this reported counterparty that is a natural person in AnaCredit-BBk or, in certain scenarios, anonymise them.

In RIAD-BBk the counterparty reference data to be deleted are always deleted directly and for all existing reporting reference dates. By contrast, for the corresponding credit datasets in AnaCredit-BBk, the affected credit records are reviewed prior to deletion. For each reporting reference date, the affected credit records are checked individually to determine whether they must be deleted (the rule) or whether they can be anonymised. This process, which takes place in AnaCredit-BBk, is described in more detail in the section below.

If the deletion of a natural person (via the RIAD or the AnaCredit Protected Cube) is confirmed, in a **first step** it is examined whether the associated instrument, including data records, must be deleted or can continue to exist. Each instrument associated with the affected natural person where the natural person is the sole holder of one of the counterparty roles is deleted along with all data records (except the

protection provider dataset and *protection received dataset*) from the datasets²⁷ (Section A). Should the natural person have a role in the *counterparty-instrument dataset* and/or the *joint liabilities dataset* for which there is at least one further counterparty in the same role that is not a natural person, the natural person is anonymised and the associated instrument, including all data records, can continue to exist (Section B).

In a **second step**, the *protection provider dataset* is either anonymised or deleted together with the *protection received dataset*.

First step: Reviewing the instruments associated with the natural person

- A) General approach for each reporting reference date (relating to reporting tables) if the natural person is the sole holder of (any) role in the *counterparty-instrument dataset* and/or the *joint liabilities dataset* or an additional counterparty in the same role is likewise a natural person.
- *Counterparty-instrument dataset*: For instruments assigned to the natural person, all roles, and thus all counterparties of the instrument, are deleted.
 - *Instrument dataset*: Instruments assigned to the natural person are deleted.
 - *Accounting dataset*: Data records assigned to an instrument with the natural person are deleted.
 - *Financial dataset*: Data records assigned to an instrument with the natural person are deleted.
 - *Joint liabilities dataset*: Data records assigned to an instrument with the natural person are deleted. Records are also deleted if this natural person is erroneously not contained in the *counterparty-instrument dataset* and no additional person has been assigned to the instrument.
 - *Instrument-protection received dataset*: Data records assigned to an instrument with the natural person are deleted.
 - *Counterparty risk dataset*: Data records of the natural person are always deleted.
 - *Counterparty default dataset*: Data records of the natural person are always deleted.
- B) General approach for each reporting reference date (relating to reporting tables) if the natural person holds a role in the *counterparty-instrument dataset* and/or the *joint liabilities dataset* and there is at least one additional counterparty in the same role that is not a natural person.
- *Counterparty-instrument dataset*: If the natural person assumes the role of “debtor”, the data record is anonymised, i.e. the *counterparty identifier* (CP_ID) receives the value of “NOT_APPL” and the *type of counterparty identifier* (TYP_CP_ID) the value “5”. For the roles of “creditor”, “servicer” and “originator”, the entry of the natural person is deleted. The other counterparties continue to exist.
 - *Instrument dataset*: Instruments assigned to the natural person continue to exist.
 - *Accounting dataset*: Data records assigned to an instrument with the natural person continue to exist.
 - *Financial dataset*: Data records assigned to an instrument with the natural person continue to exist.
 - *Joint liabilities dataset*: Data records assigned to an instrument with the natural person continue to exist. The entry of the natural person itself is deleted.

²⁷ *Instrument dataset, financial dataset, accounting dataset, joint liabilities dataset, counterparty risk dataset, counterparty default dataset, instrument-protection received dataset, counterparty-instrument dataset* (subject to the aforementioned constraint).

- *Instrument-protection received dataset*: Data records assigned to an instrument with the natural person continue to exist.
- *Counterparty risk dataset*: Data records of the natural person are always deleted. Entries regarding legal entities continue to exist. It is irrelevant here whether the legal entity assumes a different role to the natural person or the same role.
- *Counterparty default dataset*: Data records of the natural person are always deleted. Entries regarding legal entities continue to exist. It is irrelevant here whether the legal entity assumes a different role to the natural person or the same role.

Second step: Protection policy (Deletion of data records in protection datasets / Anonymisation in the *protection provider dataset*)

Where the protection was associated with an instrument that was deleted in the first step, it is reviewed whether this protection was associated with another existing instrument at the reporting reference date. If the protection is still associated with another instrument (via the *instrument-protection received dataset*), then the data records of this protection continue to exist in the *protection provider dataset* and *protection received dataset*. If, at that reporting reference date, the protection was no longer associated with any other instrument, the data records from the *protection provider dataset* and *protection received dataset* are deleted for this reporting reference date.

If the protection is deleted, it is reviewed whether associated entries of legal entities in the role of protection provider have to be deleted from the *counterparty risk dataset* and *counterparty default dataset* or can continue to exist.

If the protection provider is the natural person and the protection datasets continue to exist, the entry is anonymised, i.e. the *counterparty identifier* (CP_ID) receives the value "NOT_APPL" and the *type of counterparty identifier* (TYP_CP_ID) the value of "5".

9. Transitional procedures for mergers, divisions and reorganisations of reporting agents and treatment of system migrations

In the event of a merger, division or reorganisation of reporting agents that could affect the fulfilment of statistical reporting obligations, the Bundesbank shall be informed pursuant to Article 15(1) of the AnaCredit Regulation of the procedures that are planned for fulfilling the statistical reporting requirements. The credit data statistics (AnaCredit) are banking statistics. For this reason, reporting agents shall inform Directorate General Data and Statistics about the planned procedure.

"Procedure for company mergers, divisions or similar reorganisational measures involving at least one reporting bank (MFI)", See "General guidelines", "III. General reporting rules and other explanatory notes".

Article 15(2) of the AnaCredit Regulation grants reporting agents a six-month transitional period from normal reporting procedures from the date on which the merger, division or reorganisation took place in order to meet their statistical reporting obligations or update their IT systems properly. The date of merger means the legal merger date from which the six-month transitional period begins. Once this period has elapsed, a consolidated report must be transmitted, ideally in the form of a full report for the credit data and counterparty reference data (technical merger). It is generally recommended that this initial consolidated report for the credit data for the relevant reporting reference date be submitted using the FULL_REPLACEMENT submission type.

As a rule, the AnaCredit Regulation requires all identifiers to be kept stable over time and not to be changed.

See Part IV.3, "Identifiers"

An exception to this rule is permitted in the case of a merger, where the identifiers may be changed once at the time of the technical merger. However, only the identifiers of the acquired institution may be changed in this case. The identifiers of the acquiring institution must remain unchanged. The acquiring institution must furthermore be able to transmit retroactive corrections for reports previously transmitted by the acquired institution.

Identifiers are not allowed to be changed in the case of system migrations.

III General explanatory notes, reporting rules and definitions

1. General concepts and definitions

(a) Reporting Member State

All Member States of the European monetary union are reporting Member States. In addition, Member States of the European Union whose currency is not the euro may decide to become reporting Member States by incorporating the provisions of the AnaCredit Regulation into their national law.²⁸

(b) Legal entity

Pursuant to Article 1(5) of the AnaCredit Regulation, a legal entity is any entity which, under the national law to which it is subject, can acquire legal rights and obligations. Collecting data concerning natural persons is explicitly forbidden.

(c) Head office undertaking

In the context of AnaCredit, the head office undertaking is the legal entity whose legally dependent parts are the domestic part and any foreign branches.

In AnaCredit, counterparties must be differentiated according to their countries of residency. This also applies to branches of one and the same legal entity in different countries. For this reason, separate counterparty reference data reports must be made for foreign branches of enterprises if these branches are counterparties. In addition, a counterparty reference data report must be made for the legal entity as a whole, represented by the head office undertaking.

(d) Domestic part of a legal entity

See "Domestic part", "General guidelines", "I. Economic sectors".

For a counterparty that is the domestic part of a legal entity, the *head office undertaking identifier* is identical to the *counterparty identifier*. In other words, alongside the data relevant to the domestic part, all data attributes that apply to the legal entity must also be provided in the dataset of the domestic part.

(e) Foreign branches

A foreign branch is an institutional unit that is a legally dependent part of a legal entity and is resident in a country other than the country in which the legal entity is incorporated.

"Institutional unit" see "General guidelines", "I. Economic sectors".

(f) Concept of the "single branch"

See "General guidelines", "I. Economic sectors", "Concept of the 'single branch'".

²⁸ See <https://www.bundesbank.de/en/service/reporting-systems/banking-statistics/credit-data-statistics-anacredit--752098> for a current list of reporting Member States.

When consolidating all of the various foreign branches of one and the same legal entity within a specific country, the following principles shall apply.

- Only one unit per legal entity and per country should be reported as a counterparty for all counterparty roles according to AnaCredit (concept of the “single branch”). Should several units exist in the reporting agent’s systems for one legal entity in one country, one of these units has to be selected for AnaCredit and reported as the counterparty. This applies for reporting both counterparty reference data and credit data. The reporting agent takes a one-time decision on which counterparty to choose at the first point in time of submission.
- It is recommended, in principle, to select the counterparty that, at the first point in time of submission, has the largest credit volume relevant for AnaCredit purposes. All records of the units of the legal entity in the respective country are to be linked to this counterparty in the credit data reports. This means that the counterparty identifier of the selected unit is generally to be given in the associated *counterparty-instrument dataset*, *protection provider dataset*, *counterparty risk dataset* and *counterparty default dataset*.
- If the head office undertaking and branch are domiciled in the same country, the head office undertaking should be reported as the counterparty.
- Where the business relationship with a once-reported branch is discontinued but the relationship to another branch in the same country still exists, the relevant attributes of the reference data report (address, possibly register number) can be changed yet not the internal counterparty identifier used.

2. Reporting and observed agents

(a) Credit institution

In accordance with Article 4(1) No 1 of CRR, a credit institution is defined in AnaCredit as “an undertaking the business of which is to take deposits or other repayable funds from the public and to grant credits for its own account”. Subsidiaries of credit institutions that conform to this definition of a credit institution are considered to be credit institutions in their own right.

As explained below, the concepts described above are also applicable to credit institutions.

(b) Institutional units of credit institutions

A credit institution consists of one or more institutional units. A distinction is made between the domestic part of a credit institution and its foreign branches.

“Institutional unit”, see “General guidelines”, “I. Economic sectors”.

(c) Domestic part of a credit institution

“Domestic banks”, see “General guidelines”, “I. Economic sectors”.

(d) Reporting agent

Credit institutions resident in Germany as well as branches resident in Germany of credit institutions resident abroad have a reporting obligation to the Bundesbank. These enterprises are subject to reporting requirements irrespective of whether or not they are institutions supervised under the CRD IV Directive. This means that a resident branch has a reporting obligation regardless of whether the

associated head office undertaking is resident in a reporting Member State or not. A reporting agent is only ever resident in one specific reporting Member State.

(e) Observed agent

An observed agent means an institutional unit whose activity as creditor or servicer is reported by the reporting agent. The observed agent is either:

- the domestic part of the reporting agent; or
- the reporting agent's foreign branch, resident in a reporting Member State (in the monthly balance sheet statistics: branch in a euro area Member State); or
- the reporting agent's foreign branch, not resident in a reporting Member State (in the monthly balance sheet statistics: branch outside of the euro area).

An observed agent is always affiliated with exactly one reporting agent. One or more observed agents can be affiliated with a reporting agent, depending on the reporting agent itself. The number of observed agents affiliated with a reporting agent corresponds exactly to the number of institutional units of that reporting agent. The number of observed agents is dependent on:

- whether the reporting agent is a credit institution or a foreign branch of a credit institution; and
- the number of foreign branches of the credit institution.

If the reporting agent is a resident credit institution, there are two possibilities for determining the observed agents.

- i. If the credit institution only consists of a domestic part, then there is only a single observed agent for this reporting agent (i.e. the domestic part of the credit institution), which is identical to the credit institution. In this case, the observed agent is the institutional unit resident in the same country as the reporting agent of which it forms part.
- ii. If the credit institution also has a foreign branch, the reporting agent comprises two observed agents: the domestic part of the credit institution and the foreign branch. The number of observed agents in relation to the reporting agent rises accordingly if the credit institution operates foreign branches in more than one other country.

3. Treatment of personal data and civil-law associations

3.1 Personal data

Instruments granted solely to natural persons (including sole proprietors) do not fall within the reporting scope. For cases in which natural persons take out loans together with enterprises, act as a protection provider, or constitute the immediate or ultimate parent undertaking, the reporting requirements described below apply.

Unincorporated enterprises (also civil-law associations) and partnerships:

- Counterparty reference data for entities in these legal forms are captured, even if the name of the enterprise is the same as the name of a natural person, for example. Counterparty reference data for the shareholders do not need to be reported to AnaCredit.

Protection providers, counterparties affiliated with debtors and protection providers, and borrowers in the case of loans with a plurality of debtors:

- If natural persons are involved in a loan agreement as protection providers or are affiliated with debtors and protection providers, this must be apparent in the report. This also applies if a loan is granted to a plurality of borrowers including natural persons. The share of joint liability of natural persons is not reported. Thus it is possible for the sum above the attribute *joint liability amount* to be lower than the reported *outstanding nominal amount*.

Reporting the existence of a natural person as a counterparty.

- For a natural person, who – as described above – is involved as one of a plurality of borrowers, as a protection provider, as a counterparty affiliated with debtors or protection providers, or as the immediate or ultimate parent undertaking, *counterparty reference data*, *counterparty risk data*, *counterparty default data* and *joint liabilities data* are not reported. Personal information is therefore not to be submitted to the Bundesbank.
- In the *counterparty-instrument dataset*, the value “protected” is entered in the *type of counterparty identifier* data attribute. The value “Not applicable” is entered as the *counterparty identifier*. If a plurality of natural persons act as borrowers of the same instrument, the value “protected” must only be reported once. A distinction does not need to be made between the various natural persons acting as borrowers of the same instrument.
- The value “protected” is entered in the data attributes *type of immediate parent undertaking identifier* and *type of ultimate parent undertaking identifier* in the *counterparty reference dataset*. The value “Not applicable” is entered as the *immediate parent undertaking identifier* and the *ultimate parent undertaking identifier*.
- The value “protected” is also entered in the *type of protection provider identifier* data attribute in the *protection provider dataset*. The value “Not applicable” is entered as the *protection provider identifier*. If a plurality of natural persons act as protection providers of the same protection, the value “protected” must only be reported once. A distinction does not need to be made between the various natural persons acting as protection providers of the same protection.

3.2 Civil-law associations

In the context of AnaCredit, a counterparty is an institutional unit that is a legal entity or part of a legal entity. With regard to a civil-law association (*Gesellschaft bürgerlichen Rechts – GbR*), only civil-law associations with legal capacity are deemed to be legal entities within the meaning of the AnaCredit Regulation. Under German law, only disclosed civil-law associations (*Außen-GbR*) have a legal personality, unlike undisclosed civil-law associations (*Innen-GbR*). Reportable disclosed civil-law associations can be identified based on the fact that they engage in legal transactions in this capacity and pursue a shared economic interest of the partners which is evident from the outside. This is notably the case when the association is designated a “GbR” in legal transactions. Depending on the activity carried out by the civil-law partnership that meets the definition of a legal entity, the data attribute *institutional sector* corresponds for example to the value S.11 (non-financial corporations) or S.12X (financial corporations), as appropriate. Where in doubt, in the interest of data protection, assume that civil-law partnerships do not meet the definition of a legal entity and are therefore not reported to AnaCredit.²⁹

²⁹ For further details, see Banking statistics – customer classification – Special Statistical Publication 2, p. 23, Overall survey - explanatory notes, Germany, Households.

Undisclosed civil-law associations, by contrast, are entities that are unable to take on any rights and duties externally, which means that they do not qualify as legal entities within the meaning of the AnaCredit Regulation because the partners only establish legal relations with each other internally. Undisclosed civil-law associations are therefore excluded from the reporting obligation. Only in cases in which at least one partner in an undisclosed civil-law association is not a natural person is/are the partner(s) reported to AnaCredit as a counterparty/as counterparties since they represent a plurality of debtors where one debtor is a legal entity within the meaning of the AnaCredit Regulation. In this case, the undisclosed civil-law association should be added as a plurality of debtors to the *joint liabilities dataset*. The existence of natural persons as partners should be reported anonymously in the *counterparty-instrument dataset* using a placeholder value for protected counterparties. This takes account of the fact that if natural persons act as debtors, they are not reported to AnaCredit. If there are still serious doubts about whether a plurality of debtors is a reportable disclosed civil-law association, it is possible to refrain from reporting it to AnaCredit as a counterparty until the corporate status of the entity in question has been established. It is also possible to refrain from transmitting the associated credit data in these cases.

4. Counterparties

In AnaCredit, a counterparty is an institutional unit that is a legal entity or part of a legal entity, and is a party to an instrument or has an affiliation with a party to an instrument. See “Institutional unit”, “General guidelines”, “I. Economic sectors”.

- (a) In order to report an instrument on a specific reporting reference date, it is necessary to identify all counterparties that assume the following roles:
 - debtor of the instrument;
 - creditor of the instrument;
 - servicer of the instrument;
 - originator of the instrument if the instrument is securitised;
 - protection provider that provides protection for the instrument (if applicable).

- (b) After all counterparties assuming the roles of debtors of instruments originated after 31 August 2018 have been identified, the following information is reported for each of them:
 - head office undertaking of the debtor;
 - immediate parent undertaking of the debtor (if applicable);
 - ultimate parent undertaking of the debtor (if applicable).

- (c) For each of the counterparties identified in steps (a) and (b) above, it must be ensured that a valid record in the *counterparty reference dataset* is reported for the respective reporting reference date.

- (d) For each of the counterparties reported in steps (a) and (b) above, it must be ensured that a valid record in the *counterparty-instrument dataset* or *protection provider dataset* is reported for the respective reporting reference date.
- (e) If a counterparty has already been reported with a specific *identifier* and *type of identifier* at any time, it must be referenced using the same combination of *identifier* and *type of identifier* in all other areas³⁰ of the AnaCredit report. This applies to the following data attributes.

<i>Counterparty identifier</i>	and	<i>Type of counterparty identifier,</i>
<i>Protection provider identifier</i>	and	<i>Type of protection provider identifier,</i>
<i>Head office undertaking identifier</i>	and	<i>Type of head office undertaking identifier,</i>
<i>Immediate parent undertaking identifier</i>	and	<i>Type of immediate parent undertaking identifier,</i>
<i>Ultimate parent undertaking identifier</i>	and	<i>Type of ultimate parent undertaking identifier.</i>

If this is not the case, connections between different datasets cannot be made, for example between the counterparty's parent undertaking reported under *immediate parent undertaking identifier* (and *type of immediate parent undertaking*) and the *counterparty reference dataset* for that parent undertaking, which must be reported separately. In this example, the data attributes *immediate parent undertaking* and *type of immediate parent undertaking* in the *counterparty reference dataset* of the counterparty directly affiliated with the observed agent must be identical to the data attributes *counterparty identifier* and *type of counterparty identifier* in the *counterparty reference dataset* of the parent undertaking, which is to be reported separately.

- (f) However, the requirements described under item (c) above do not apply to counterparties which are natural persons, as personal data (and thus natural persons) are not captured in AnaCredit.
- (g) The requirements given in (d) are relevant for natural persons only insofar as, in the *counterparty-instrument dataset/protection provider dataset*, only one record per instrument / protection with *type of counterparty identifier / type of protection provider identifier* "protected" is to be reported, irrespective of how many natural persons are involved as borrowers / protection providers.

See "Treatment of personal data".

The following section describes the individual counterparty roles in more detail.

5. Counterparty roles

See also Part IV "Data attributes of the reporting template for credit data", "Counterparty - instrument dataset".

(a) Debtor

The debtor is defined as the counterparty which has the unconditional obligation to make repayments arising under the instrument. Consequently, the debtor is the counterparty generating the credit risk of an instrument.

³⁰ This could be another data attribute in the same record, another record in the same dataset, or even another dataset.

An instrument may have one or more debtors from which the creditor has the right to receive a payment or a series of payments. A plurality of debtors occurs when two or more counterparties have the unconditional obligation to make repayments arising under the same instrument, irrespective of whether each debtor is (a) fully or (b) partially liable for the instrument. In the context of AnaCredit, debtors are fully or partially liable debtors when they are united, by contract, in undertaking to make repayments arising under the same contract (pro rata if appropriate).³¹ In the case of a plurality of debtors, all the debtors should be reported to AnaCredit.

The treatment of natural persons as debtors is covered by Section III.3 “Treatment of personal data”.

(b) Creditor

The creditor is the counterparty bearing the credit risk of an instrument, other than a protection provider. The creditor has the right to receive a payment, irrespective of whether the creditor collects the repayments directly or collection is carried out by a third party, which the debtor is unconditionally obliged to make under the instrument, and irrespective of whether or not the lack of payment is mitigated by any protection.

In the case of instruments with more than one creditor (e.g. partially securitised assets), all the creditors have to be reported.

(c) Servicer

The servicer is the counterparty responsible for the administrative and financial management of an instrument, irrespective of whether the instrument was transferred as part of a securitisation or has otherwise been transferred, or is still accounted for “regularly” as an asset.

In a regular case, the roles of creditor and servicer are held by one and the same counterparty, though the counterparties taking on these two roles need not coincide.

For instance, by selling or otherwise transferring the instruments, the previous owner of the instrument in general ceases to be the creditor to the instruments but usually retains servicing rights.

As every qualifying instrument in AnaCredit either gives rise to credit risk to the observed agent or is serviced by the observed agent, the observed agent always assumes at least one of these two roles.

It is generally possible to report several counterparties in the role of servicer for an instrument.

(d) Originator

See “General guidelines”, “III. General reporting rules and other explanatory notes”.

³¹ Whether it is a case of fully or partially liable debtors depends on the terms in the contract regulating the obligation. More details about how to report the different possibilities are provided in Part IV of the guidelines. Specifically, Part IV gives details on how to treat data that are collected using the *counterparty-instrument dataset* and *joint liabilities dataset*.

(e) Protection provider

The protection provider is the counterparty that grants protection against a contractually agreed negative credit event and that bears the credit risk of the negative credit event.

In the context of AnaCredit reporting, a protection provider must be stated for every protection item. If, for instance, real estate serves as protection, the owner of the real estate is the protection provider. If government bonds owned by a legal entity are pledged to secure a loan, the legal entity is the protection provider.

A protection can have a plurality of protection providers. To take this into account, the Bundesbank's reporting template was enhanced to allow any number of protection providers to be specified for a single protection item. All protection providers of a protection item, except where they are natural persons, must be reported in the *protection provider dataset*. They must be identified and recorded in the *protection provider dataset*, specifying identifier and identifier type. For protection providers that are natural persons, the value "protected" is entered for *type of protection provider identifier*.

The distinction between a creditor and a protection provider is that, under a credit contract, a creditor has the right to receive a payment or a series of payments from a debtor, while a protection provider either provides funded protection under Article 4(1)(58) of CRR or promises to assume the obligations of the debtor if the debtor fails to do so, i.e. provides unfunded protection under Article 4(1)(59) of CRR.

(f) Head office undertakings

See "General concepts and definitions".

(g) Immediate parent undertaking

The term "immediate parent undertaking" is defined in Annex IV of the AnaCredit Regulation as the "legal entity which is the immediate parent undertaking of the counterparty".

In AnaCredit, in accordance with Article 4(1)(15)(a) of CRR, the term parent undertaking refers to "a parent undertaking within the meaning of Articles 1 and 2 of Directive 83/349/EEC"³² (hereinafter referred to as the Consolidation Directive). These are, in particular, undertakings that meet the requirements of Section 290(2) of the German Commercial Code.³³

(h) Ultimate parent undertaking

The term "ultimate parent undertaking" is defined in Annex IV of the AnaCredit Regulation as the "legal entity which is the ultimate parent undertaking of the counterparty. This ultimate parent undertaking has no parent undertaking."

See also "Immediate parent undertaking".

³² Seventh Council Directive 83/349/EEC of 13 June 1983 based on Article 54(3)(g) of the Treaty on consolidated accounts.

³³ German Commercial Code; Section 290 Duty to prepare; subsection (2) Controlling influence of a parent undertaking.

6. Contract and instrument

(a) Contract

Pursuant to Article 1(22) of the AnaCredit Regulation, a contract is a legally binding agreement between two or more parties under which one or multiple instruments are created.

In AnaCredit, credit is understood as any form of financial accommodation supplied by a creditor to a debtor under a credit contract.

(b) Instrument

An instrument refers to one of the types of credit given in the list for the *type of instrument* data attribute. See “Criteria triggering the reporting obligation”.

AnaCredit considers instruments (financial products) with outstanding balances and credit limits. AnaCredit considers instruments in the way they are typically managed by credit institutions, i.e. it considers instruments as banking products with outstanding balances and credit limits. Consequently, instruments are typically associated with an account. AnaCredit focuses on the assets side of the (credit institution’s) balance sheet.

See “Financial instruments”, “General guidelines”, “III. General reporting rules and other explanatory notes”.

(c) Instruments comprising off-balance-sheet amounts

Whether an instrument is subject to AnaCredit reporting depends, in particular, on whether it has an intrinsic off-balance-sheet amount (i.e. an undrawn amount) or whether it represents a strict off-balance-sheet item. For instruments with an intrinsic off-balance-sheet amount, the drawn amount (i.e. the *outstanding nominal amount*) and the undrawn amount are part of the same instrument.

For example, an instrument reported to AnaCredit may have a zero *outstanding nominal amount* and a positive *off-balance-sheet amount*, as long as a positive *outstanding nominal amount* can be drawn on the basis of the credit contract under which the instrument arises (e.g. a credit card where no amount has been drawn).

(d) Strict off-balance-sheet items

Instruments which are strict off-balance-sheet items are those where no outstanding amount may exist in combination with the off-balance-sheet amount, rendering this instrument a fully off-balance-sheet item at any time and under any condition. These are commitments which under specific circumstances may be called upon and converted into instruments for which an *outstanding nominal amount* may then be shown (e.g. a guarantee provided by a credit institution).

Strict off-balance-sheet items such as loan commitments, financial guarantees and other commitments as defined in paragraphs 113, 114 and 115 of Part 2 of Annex V to Commission Implementing Regulation (EU) No 2021/451 of 17 December 2020 (implementing technical standards, hereinafter referred to as: “amended ITS”), which do not have outstanding balances, are not considered to be any of the types of instruments referred to in the AnaCredit Regulation.

7. Criteria triggering the reporting obligation

(a) General information

The instrument is the centrepiece of the reporting obligation in the sense that once an instrument held or serviced by the observed agent is determined to be subject to reporting pursuant to the AnaCredit Regulation, the reporting agent is required to report a set of information on the following:

- the instrument;
- the protection securing the instrument;
- counterparties to the instrument or otherwise affiliated with the instrument.

(b) Eligible instrument

Eligible instrument refers to an instrument that at a month-end date³⁴ jointly meets all of the following conditions:

1. The *type of instrument* is one of the following types of instrument:

- deposits other than reverse repurchase agreements;
- overdraft;
- credit card debt;
- revolving credit (other than overdrafts and credit card debt);
- credit lines other than revolving credit;
- reverse repurchase agreements;
- trade receivables;
- financial leases;
- other loans.

The types of instruments are described in more detail in Part IV, “Data attributes of the reporting template *Credit data*”, “*Instrument dataset*”, “Type of instrument”.

2. The instrument satisfies any of the conditions of Article 4(1)(a)(i) through to 4(1)(a)(iv) of the AnaCredit Regulation (see the chart “Role of the observed agent” below). These conditions are:

- the instrument gives rise to credit risk for the observed agent; or
- is an asset of the observed agent; or
- is recognised under the relevant accounting standard³⁵ used by the observed agent’s legal entity and gave rise to credit risk for the observed agent in the past;³⁶ or
- is serviced by the observed agent resident in a reporting Member State; and:
 - i. was granted to other institutional units of the same legal entity that the observed agent is part of; or

³⁴ Month-end date is defined as the last calendar day of a month.

³⁵ See Part IV, 4. Data attribute *Accounting standard*.

³⁶ The first part of Article 4(1)(a)(iii) (“is recognised under the relevant accounting standard used by the observed agent’s legal entity”) is considered to mean the same as the wording “[is] an asset of the observed agent” in Article 4(1)(a)(ii). Consequently, Article 4(1)(a)(iii) has no explanatory power over and above Article 4(1)(a)(ii) (which covers both types of asset – i.e. both those that give rise to credit risk and those that give rise to no credit risk).

- ii. is held by a legal entity which is not a credit institution resident in a reporting Member State.

It should be noted that instruments that are an asset of the observed agent and where the observed agent acts as servicer (but not as creditor) are subject to reporting regardless of whether the observed agent is resident in a reporting Member State or not.

- 3. At least one debtor of the instrument is a legal entity or is part of a legal entity.

See “Legal entity” under “General concepts and definitions”.

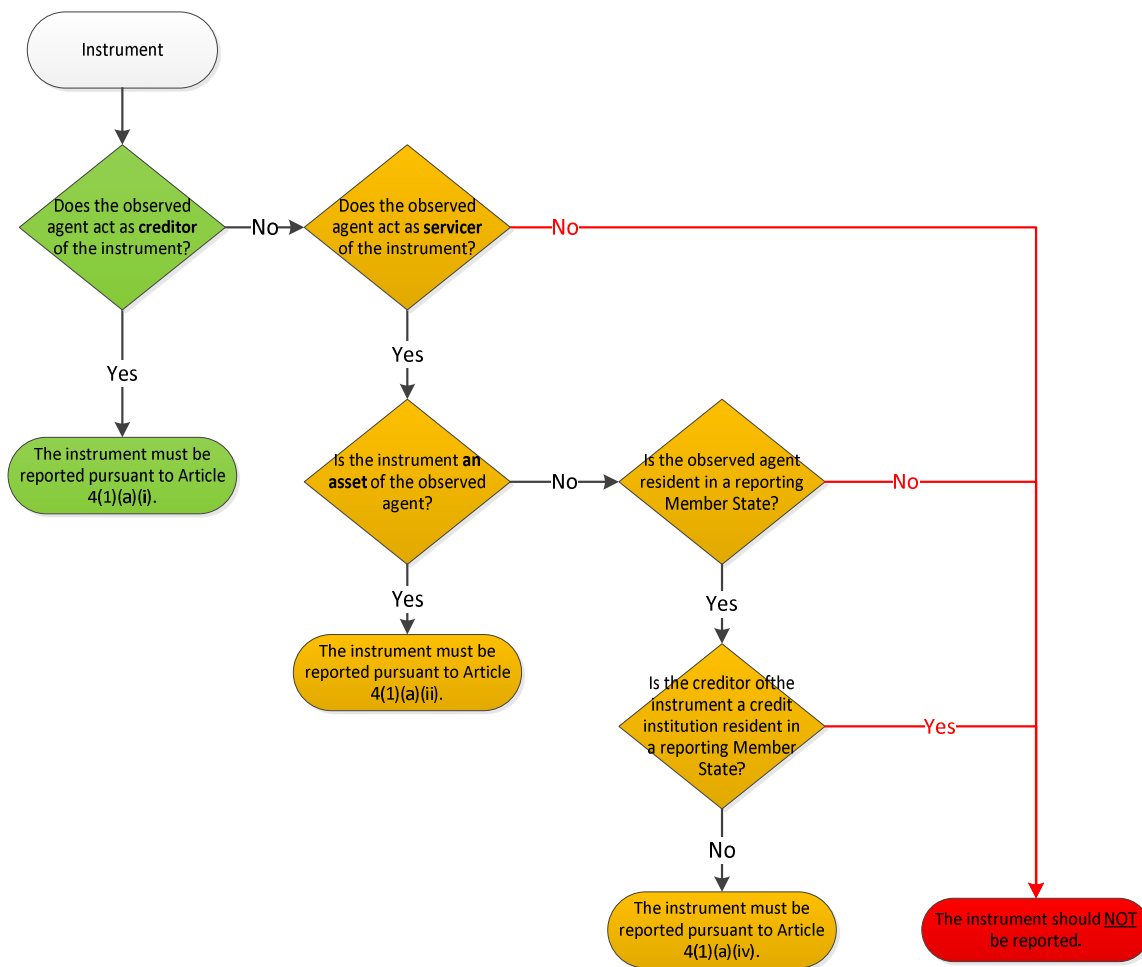


Figure 1: Role of the observed agent as a creditor (green) or solely as a servicer (orange)

(c) Commitment amount

The commitment amount for a specific eligible instrument is defined as the sum of the *outstanding nominal amount* and *off-balance-sheet amount* data attributes.

(d) Debtor’s total commitment amount

A debtor’s total commitment amount is defined as the sum of the commitment amounts of the debtor over all eligible instruments (vis-à-vis the respective observed agent).

Example: Calculating the debtor’s total commitment amount

This example shows how the debtor’s total commitment amount is calculated for instruments which have no overarching credit cross-limit.

As of month-end, A is the sole debtor of the following four instruments held or serviced by the observed agent. A has no other instruments vis-à-vis the observed agent.

<i>Instrument identifier</i>	Eligible?	<i>Outstanding nominal amount</i>	<i>Off-balance-sheet amount</i>	Commitment amount
Instrument_1	Not eligible	€0.00	€100,000.00	€100,000.00
Instrument_2	Eligible	€0.00	€30,000.00	€30,000.00
Instrument_3	Not eligible	€5,000.00	€45,000.00	€50,000.00
Instrument_4	Eligible	€12,000.00	€0.00	€12,000.00

Two of the instruments are eligible, i.e. they satisfy the criteria set out above under letter (b) “Eligible instrument”. The other two instruments are not eligible. To determine whether the reporting threshold has been reached or exceeded, it is necessary to establish the commitment amount for each of the eligible instruments.

The sum of the *outstanding nominal amount* and the *off-balance-sheet amount* for each individual instrument is called the commitment amount.

The debtor’s total commitment amount for instrument 2 is determined as follows:

- i. All the eligible instruments in which the debtor of instrument 2 is involved are identified – in this case, instruments 2 and 4.
- ii. The commitment amounts of these identified instruments are added together.
- iii. The debtor’s total commitment amount is therefore €42,000.

This is higher than the reporting threshold of €25,000, which means that instruments 2 and 4 are qualifying instruments as of month-end.

Where an eligible instrument has a plurality of debtors, it is necessary to calculate the debtor’s total commitment amount for each debtor individually. The instrument commitment amount should be counted in full towards the commitment amounts of all the debtors – in other words, do not divide the instrument commitment amount equally among them. For AnaCredit reporting purposes, the actual amount up to which a debtor is liable in respect of a given instrument has no bearing when determining the debtor’s total commitment amount.

Example: Calculating the debtor's total commitment amount in the case of a plurality of debtors

The observed agent services or holds the following six instruments as of month-end. The sum of the *outstanding nominal amount* and the *off-balance-sheet amount* is calculated for each instrument individually. This sum is called the commitment amount. In this example, there are two debtors: B and C. They have no other instruments vis-à-vis the observed agent.

Instrument identifier	Debtor	Eligible?	Outstanding nominal amount	Off-balance-sheet amount	Commitment amount
Instrument_5	B and C	Eligible	€9,000.00	€0.00	€9,000.00
Instrument_6	B	Eligible	€3,330.00	€170.00	€3,500.00
Instrument_7	B	Eligible	€10,000.00	€5,000.00	€15,000.00
Instrument_8	C	Eligible	€5,000.00	€0.00	€5,000.00
Instrument_9	B	Not eligible	€12,000.00	€3,000.00	€15,000.00
Instrument_10	C	Not eligible	€5,000.00	€0.00	€5,000.00

B is the only debtor of instruments 6, 7 and 9 and is a co-debtor of instrument 5. C is the only debtor of instruments 8 and 10 and is a co-debtor of instrument 5.

To determine whether the eligible instruments held or serviced by the observed agent reach or exceed the reporting threshold, it is necessary to establish the debtors' total commitment amounts for these instruments, allowing for the fact that there are two debtors for instrument 5.

For B, the debtor's total commitment amount is determined as follows.

- i. All the eligible instruments in which B is involved are identified – in this case, instruments 5 to 7. Instrument 9 is not eligible.
- ii. The commitment amounts of the identified instruments are added together (€9,000 + €3,500 + €15,000 = €27,500).
- iii. Debtor B's total commitment amount is determined to be €27,500.

For C, the debtor's total commitment amount is determined as follows.

- i. All the eligible instruments in which C is involved are identified – in this case, instruments 5 and 8. Instrument 10 is not eligible.
- ii. The commitment amounts of the identified instruments are added together (€9,000 + €5,000 = €14,000).
- iii. Debtor C's total commitment amount is determined to be €14,000.

According to these calculations, instruments 5, 6 and 7 are qualifying instruments as of month-end. In this case, only B's total commitment amount exceeds the €25,000 threshold, and all instruments relating to B have to be reported, including C's involvement in instrument 5. Instrument 8 is not a qualifying instrument as of month-end.

(e) Qualifying instrument

An instrument qualifies as of month-end if it is an eligible instrument and the debtor's total commitment amount reaches or exceeds €25,000, or the equivalent foreign currency amount.

(f) Reporting obligation

In relation to a specific observed agent, the reporting obligation is triggered for a given reporting reference date if the instrument held or serviced by the observed agent is a qualifying instrument on any month-end date within the reference period.

(g) Reference period

The reference period for a reporting reference date is established as follows. Starting with the last day of the quarter preceding the reporting reference date, the reporting agent selects all month-end dates prior to and including the reporting reference date. The selected month-end dates are considered to be the reference period for the reporting reference date.

Example: Determining the reference period for two different reporting reference dates

The following table shows how to establish the reference period for two reporting reference dates.

	Example 1	Example 2
Reporting reference date	31 Dec. 2018	30 Apr. 2019
Last day of the quarter preceding the reporting reference date	30 Sep. 2018	31 Mar. 2019
Month-end dates within the reference period	30 Sep. 2018 31 Oct. 2018 30 Nov. 2018 31 Dec. 2018	31 Mar. 2019 30 Apr. 2019

This means that each instrument classified as a qualifying instrument at the end of the preceding quarter should continue to be reported in the current quarter even if the debtor's total commitment amount to the instrument as of a given month-end during the current quarter does not reach or exceed the reporting threshold.

(h) Beginning of the reporting obligation

An instrument first becomes subject to reporting at the moment at which the creditor enables the debtor to draw funds, or supplies the latter with funds, after entering into a legally binding agreement with the debtor. This usually coincides with the opening of an account and the allocation of an *instrument identifier*.

(i) End of the reporting obligation

The use of the reference period ensures that each qualifying instrument is always reported at least until the quarter-end of a quarter in which the debtor's commitment amount falls below the reporting threshold.³⁷ This ensures that transfers of instruments can be identified as such (by way of a corresponding value entered in the data attribute *transferred amount*) and that information from the

³⁷ One exception to this rule is instruments that have been paid off in full as per the contractual terms and conditions. Such instruments do not have to be reported after the date on which they have been repaid.

quarterly *accounting dataset* is received. This indicates why an instrument is no longer reported later. This is of particular relevance with regard to written-off instruments for which the commitment amount falls below the reporting threshold upon write-off.

(j) Written-off instruments

The term “write-off” denotes a reduction in the carrying amount of an instrument. If the claim is fully written-off, the instrument is derecognised on the balance sheet. As long as the observed agent continues to maintain the claim on the debtor, i.e. provided no debt forgiveness or sale has occurred), it remains the creditor of the instrument.

(A) For written-off instruments for which the observed agent remains the creditor, the following applies:

- Report the instrument by the end of the quarter in which it was (fully or partially) written-off. If the losses are fully reversed before the end of the quarter (e.g. by paying the depreciation amount), this extended reporting requirement no longer applies.
- The *outstanding nominal amount* of the instrument is reduced by the amount of the write-off (if fully written-off, to the value of 0).
- Report the *balance sheet recognition* for fully written-off instruments as “entirely derecognised” and the *carrying amount* as “NOT_APPL”.
- The accumulated amount of the depreciation charge of an eligible instrument is not included in the calculation of the debtor’s total commitment amount.
- Completely or partially written-off instruments must be reported even beyond the end of the quarter in which it was written off if the debtor’s total commitment amount remains at or exceeds €25,000. The reason for this is that the observed agent holds instruments for which it still bears the credit risk and the debtor still has an obligation to pay. No separate reduced reporting obligations apply to these reports.

(B) The following applies to written-off instruments for which the observed agent acts as neither creditor nor servicer after write-off (for instance due to debt forgiveness or due to a sale to a third party):

These instruments need not be reported beyond the end of the quarter in which they were written off. After write-off, only the following data attributes are to be reported:³⁸

- *financial dataset: outstanding nominal amount, off-balance-sheet amount, default status of the instrument, date of the default status of the instrument;*
- *counterparty risk dataset; probability of default;*
- *counterparty default dataset: default status of the counterparty, date of the default status of the counterparty;*
- *accounting dataset: balance sheet recognition, accumulated write-offs and cumulative recoveries since default.*

Where a written-off instrument is reported using the FULL_REPLACEMENT submission type, a report of the key³⁹ in the *instrument dataset* and *counterparty-instrument dataset* is also necessary. The same applies to follow-up reports or corrections of written-off instruments effected using the CHANGE submission type.

³⁸ Based on the EBA Guidelines on the application of the definition of default under Article 178 of CRR.

³⁹ See “Technical specifications for reference and credit data reports for AnaCredit to the Bundesbank”, Chapter 3.4 “Attributes”, column “Key”

The default status and probability of default data attributes refer to the point in time of the write-off and can be extrapolated to the end of the quarter unchanged.

8. Conversion of amounts in foreign currency

Monetary amounts should be recorded in euro and rounded to two decimal places. If the data attribute relates to counterparty reference data or static credit data, the exchange rate as at the date to which the amount refers is used. These data attributes are not updated following exchange rate movements.

See “Conversion into euro of assets and liabilities denominated in foreign currencies”, “General guidelines”, “III. General reporting rules and other explanatory notes”.

9. Reporting specific instruments

9.1 Syndicated loans

In the context of AnaCredit, syndicated loans are single loan agreements in which several institutions participate as creditors. A syndicated loan is usually arranged and coordinated by one institution (“lead arranger”) but is actually granted by various participants in the syndicate.

See “Syndicated loans”, “General guidelines”, “III. General reporting rules and other explanatory notes”.

Participants, including the lead arranger, all report their share of the loan vis-à-vis the debtor, i.e. not vis-à-vis the lead arranger. Each of these shares is considered a separate instrument for AnaCredit.

A distinction is made between syndicated loans and other loans that have a plurality of creditors. Only syndicated loans where the debtor is aware of being funded through a dedicated syndicated loan should be reported as such in AnaCredit. These are loans where the debtor knows, from the wording of the contract or the discussion with the customer, that the financing is being provided by several creditors.

See “Syndicated loans”, “General guidelines”, “III. General reporting rules and other explanatory notes”.

For syndicated loans, an appropriate identifier is entered in as the *syndicated contract identifier* data attribute in the *instrument dataset*. All observed agents participating in a syndicated loan must report the same *syndicated contract identifier*. Do not initially report a syndicated contract identifier for loans for which there is only one option to incorporate additional creditors at the time of the loan agreement. If further creditors are added in a timely manner and disclosed to the debtor, indicate a syndicated contract identifier as from this point in time (at the instigation of the lead arranger).

See Part IV, “Data attributes of the reporting template *Credit data*”, “*Instrument dataset*”, “Syndicated contract identifier”).

Instruments that are part of a syndicated loan are likely to have certain common characteristics. For instance, the parts of the syndicated loan reported separately have the same *inception date*.

9.2 Instruments under a multi-product/debtor structure

This section deals with loans with a contractually fixed credit cross-limit which may be drawn using various instruments (products) and/or by various debtors. Potential sub-limits at instrument and/or debtor level may be contractually agreed.

In terms of reporting instruments under a multi-product/debtor structure, the following special features apply.

- A credit cross-limit itself does not correspond to any defined *type of instrument* and is therefore not reported.
- All instruments subject to AnaCredit reporting that can be drawn under a credit cross-limit must be reported with an identical *contract identifier*.
- For each individual instrument under a credit cross-limit, the sum of the *off-balance-sheet amount* and the *outstanding nominal amount* must not exceed any sub-limit of this instrument. The sum of these data attributes for all instruments under the credit cross-limit may not exceed the agreed credit cross-limit.
- There are no fixed instructions on how to allocate the *off-balance-sheet amount* of the credit cross-limit to the individual instruments and/or debtors. The procedure should, however, take into account the *outstanding nominal amounts* of the individual instruments and the remaining off-balance-sheet amount of the credit cross-limit. The procedure is based on the internal risk management practices of the observed agent.
- Where an instrument under the credit cross-limit has an intrinsic *off-balance-sheet amount*, “Not applicable” must be entered for the data attribute *commitment amount at inception*. - See Part IV, “Data attributes of the reporting template *Credit data*”, “5.2 Financial dataset”, “Off-balance-sheet amount”.
- Instruments that are not subject to reporting must not be reported. However, they must be taken into consideration when distributing the *off-balance-sheet amount* of the credit cross-limit to the qualifying instruments.
- The general reporting requirements also apply to instruments under a credit cross-limit provided no exception was described.

9.3 Asset sale and securitisation

Securitisation⁴⁰

Traditional securitisation

Traditional securitisation involves the transfer of economic ownership of securitised loans. The originator transfers ownership of the securitised loans to an FVC or cedes sub-participations to an FVC. The securities issued by the FVC do not represent payment obligations for the institution acting as originator.

Synthetic securitisation

A synthetic securitisation, by contrast, is a securitisation in which a credit derivative or guarantee is used to transfer the risk, and the securitised assets remain instruments of the observed agent.

⁴⁰ See also “Securitisation” in the General guidelines, “III. General reporting rules and other explanatory notes”.

Reporting requirements

Where instruments are subject to securitisation within the meaning of statistics on financial vehicle corporations pursuant to Regulation (EU) No 1075/2013 (ECB/2013/40)⁴¹ (hereinafter referred to as the FVC Regulation), the counterparty acting as the originator of this securitisation transaction must be identified. This applies independently of whether or not the instrument is reported as “securitised” in the data attribute *type of securitisation* in accordance with the CRR.

See “Counterparty roles”, “Originator”.

For a definition of securitisation within the meaning of the financial vehicle corporation statistics, see “Securitisation”, “General guidelines”, “III. General reporting rules and other explanatory notes”.

However, only securitisations within the meaning of the CRR, i.e. where the credit risk is tranching, need to be reported in the data attribute *type of securitisation* as a “traditional securitisation” or “synthetic securitisation”. Otherwise, “not securitised” should be entered.

If “traditional securitisation” is entered in the data attribute *type of securitisation*, a positive amount must be entered in the data attribute *transferred amount*.

If “synthetic securitisation” is reported in the data attribute *type of securitisation*, the following rules apply.

- The value “entirely derecognised” must not be entered in the data attribute *balance sheet recognition*.
- The value entered in the data attribute *transferred amount* remains unchanged. In other words, if the *transferred amount* was zero before securitisation, it will be reported as 0 (zero) after securitisation, too.
- The observed agent reports the credit derivatives or guarantees used to transfer risk as protection in the *protection received dataset* and *instrument-protection received dataset*, unless they were issued by the reporting agent.

A securitised instrument should generally not be identified as a “fiduciary instrument”. Under certain conditions, however, fiduciary instruments may be subject to securitisation and are then identified as securitised.

Transferred instruments

Transferred instruments are those that have been granted or acquired by the observed agent and subsequently legally transferred (sold) to third parties.

The following instruments are considered transferred regardless of the value in the data attribute *balance sheet recognition*:

- traditional securitisations where the servicer is the observed agent;
- other instruments sold, on condition that they continue to be serviced by the observed agent.

By contrast, the following instruments are not considered transferred:

- instruments subject to synthetic securitisation;

⁴¹ Regulation (EU) No 1075/2013 of the European Central Bank dated 18 October 2013 concerning statistics on the assets and liabilities of financial vehicle corporations engaged in securitisation transactions (recast) (ECB/2013/40) (OJ EU L 297 of 7 November 2013, p. 107), Bundesbank notice No 8003/2014 – financial vehicle corporation statistics.

- instruments used as collateral to issue covered bonds;
- fiduciary loans;
- syndicated loans.⁴²

The reporting obligation for transferred instruments is based on the criteria set forth in letter (b) No 2 of the section entitled “Criteria triggering the reporting obligation”.

The observed agent must report fully transferred instruments for which a write-off has occurred by the quarter-end date of the quarter in which the transfer takes place. This procedure is necessary in order to capture the amount received (the price) for the transfer of a written-off instrument. In such cases, the amount received (i.e. the sale price) is considered a recovery and is reported in the data attribute *cumulative recoveries since default*.

Reporting of any accounting-related data (such as *carrying amount*) is restricted to the part of the instrument which the observed agent recognises on its balance sheet.

Partially transferred instruments

There are two broadly defined approaches for reporting partially transferred instruments:

- the bank splits a partially transferred instrument into multiple parts, which are then considered individual instruments upon transfer;
- the bank does not split a partially transferred instrument into parts, and the partially transferred instrument continues to be just one instrument.

Bank splits a partially transferred instrument into multiple parts

Where the observed agent perceives each transferred part as a separate instrument, each part is reported as an individual instrument accordingly. The observed agent reports each part as long as it retains the servicing rights over this part.⁴³ The *transferred amount* equals the *outstanding nominal amount* reported for this part.

Regarding the non-transferred part of the original instrument, where the observed agent acts as both creditor and servicer, the *transferred amount* should be entered as 0 (zero).

Bank does not split a partially transferred instrument into parts

In cases where the partially transferred instrument is not split, the transferred amount of the instrument represents the total of all parts transferred, irrespective of the creditor to which instrument parts were transferred.

Generally, taking the perspective of the observed agent which has transferred an instrument to other creditors, where the observed agent continues to act as servicer of the instrument, all the creditors to which parts of the instrument are transferred must be reported in the *counterparty-instrument dataset*.

⁴² Syndicated loans are not considered to be transferred instruments because each member of a syndicated loan which is an observed agent reports only its own share in the syndicated loan.

⁴³ See “Criteria triggering the reporting obligation”.

In addition, creditors to which the parts of the instrument are transferred and that are observed agents for AnaCredit themselves, must report their parts of the transferred instrument.

9.4 Loans between observed agents of the same reporting agent or foreign legal entity

In the AnaCredit Regulation, credit risk is defined at the level of institutional units. If the observed agent is the creditor of a loan to another institutional unit within the same legal entity, this loan must be reported.

Such loans must be reported even if the observed agent acts only as servicer, provided the observed agent is resident in a reporting Member State.

Loans provided between branch offices of a credit institution located in the same country (as opposed to foreign branches in different countries) are not subject to AnaCredit reporting because these are loans made within a single institutional unit.

Report intracompany loans from observed agents that are branches of a credit institution not resident in the euro area or Bulgaria as “entirely recognised”.⁴⁴ By contrast, report intracompany loans from observed agents of a credit institution resident in the euro area or Bulgaria as “entirely derecognised”.

9.5 Fiduciary loans

“Transmitted loans, fiduciary loans, administered loans” see “General guidelines”, “III. General reporting rules and other explanatory notes”.

In the case of fiduciary loans, the trustee is reported as the servicer and the trustor as the creditor.

For fiduciary loans, the criteria set forth in letter (b) No 2 of the section entitled “Criteria triggering the reporting obligation” have the following meaning: if the observed agent is the trustor, it should report the fiduciary loan. If the observed agent is the trustee, the reporting obligation depends on whether it has recognised the fiduciary loan as an asset.

Depending on the accounting standard used, fiduciary loans can be assets of the trustee. Where fiduciary loans are recognised as an asset by the trustee, they should be reported by the trustee, regardless of whether the trustor is an observed agent.

The following applies to fiduciary loans not recognised as assets by the trustee: the observed agent (the trustee) only reports these instruments if it is resident in a reporting Member State and the trustor is not a credit institution resident in a reporting Member State (or a foreign branch of a credit institution).

Instruments where the observed agent no longer acts as the creditor during the lifetime of the instrument but remains the servicer do not become fiduciary loans as a result.

⁴⁴ See data attribute *balance sheet recognition*

9.6 Cash pooling⁴⁵

Cash pooling is generally applied within a group of enterprises in order to pool liquidity internally. It is possible both at the national level and across borders. The prerequisite for cash pooling is a corresponding contract concluded between the participating companies.

AnaCredit reports make a distinction between the following categories:

Effective or physical cash pooling

The participating companies' individual accounts are collated and managed via a physical, centralised master account. The balance on each of the individual accounts is generally transferred to the master account.

Those accounts showing a negative balance at the reporting reference date are reported as separate AnaCredit instruments under a unique contract identifier. If all individual accounts are balanced on the reporting reference date through netting, only report the master account. Note that any undrawn credit line made available by the bank under the cash pooling agreement is reportable as an off-balance-sheet amount.

Notional cash pooling:

"Notional cash pooling", see "General guidelines", "III. General reporting rules and other explanatory notes".

The account balances between the cash pool participants are calculated on a fictitious basis, i.e. no physical master account exists. In this respect, the purely notional master account is not subject to AnaCredit reporting requirements. Instead, the individual accounts participating in cash pooling are reported as separate instruments under a unique contract identifier if they have a negative balance or an undrawn credit line made available by the bank exists as an off-balance-sheet amount. Netting of individual accounts is not permitted.

⁴⁵ See the ECB's AnaCredit Q&A:

www.ecb.europa.eu/stats/money_credit_banking/anacredit/questions/html/ecb.anaq.200131.0014.en.html

www.ecb.europa.eu/stats/money_credit_banking/anacredit/questions/html/ecb.anaq.200131.0015.en.html

IV Reporting items for credit data statistics (AnaCredit)

The latest versions of the functional and technical reporting templates can be found on the Bundesbank's AnaCredit website.⁴⁶ At the end of these guidelines you will find the current version of the two functional reporting templates (*counterparty reference dataset* and *credit dataset*) valid at the time of publication.

The datasets to be reported generally comprise the ten datasets specified in the functional reporting templates, though the *protection provider identifier (+ type)* in the technical reporting template are captured in a separate (11th) dataset, the *protection provider dataset*.

The datasets are grouped into template 1 and template 2.

The following datasets form part of template 1:

- *counterparty reference dataset*;
- *counterparty-instrument dataset*;
- *joint liabilities dataset*;
- *instrument dataset*;
- *financial dataset*.

The following datasets form part of template 2:

- *protection received dataset*;
- *instrument-protection received dataset*;
- *protection provider dataset*;
- *counterparty default dataset*;
- *counterparty risk dataset*;
- *accounting dataset*.

1. Explanatory notes on the reporting templates – General information

(a) Possible reduced reporting requirement:

- i. data attributes which do not have to be reported by large and small reporting agents are blacked out;
- ii. data attributes which do not have to be reported by small reporting agents only are crossed out;
- iii. data attributes which are to be reported by all reporting agents are neither crossed out nor blacked out.

Small institutions are therefore only required to report the attributes specified under (iii), whereas large institutions are required to report the data attributes described under (ii) and (iii). Classification as a large or small reporting agent is determined on the basis of the procedure described in Article 16(1) of the AnaCredit Regulation.

In the first quarter of every year, the Deutsche Bundesbank conducts a review, in accordance with the AnaCredit Regulation in conjunction with the AnaCredit Guideline (ECB/2017/38) to establish which

⁴⁶ <https://www.bundesbank.de/en/service/reporting-systems/banking-statistics/credit-data-statistics-anacredit--752098>

institutions no longer meet, or newly meet, the conditions for reduced reporting requirements. The decisive factor here is the loans reported in the monthly balance sheet statistics as at 31 December of the previous year.⁴⁷ Institutions for which the scope of reporting could potentially change will receive a letter of notification to this effect from the Bundesbank.

In these guidelines it is always assumed that all agents are subject to full reporting requirements. The individual cases in which certain data attributes are not required for certain institutions or counterparties or under certain conditions are not listed again in these guidelines, but can be found in the functional reporting templates.

(b) Subdivision of the reporting template into existing business/new business

Existing business includes those instruments that were contractually agreed before 1 September 2018. These instruments retain this status up until the time at which the contractually agreed conditions are changed. The same applies to the debtor to be reported and the corresponding protection. New business includes (in addition to the previously described cases) all instruments originated after 31 August 2018 and the associated protection.

As soon as records linked to new business including the corresponding protection are fully reported, i.e. without reduction, this applies permanently from this point in time on. An originally reduced report for existing business is not resurrected once the new instrument has been repaid.

Special features when changing the amount of an agreed credit limit for current accounts in existing business:

Increases in the credit limit lead to the instrument having to be classified as new business in the future. In the case of reductions in the credit limit that require no credit decision, the instrument should be left in the existing business category.

Regarding the distinction between counterparties with and without new business, the option of reduced reporting for debtors without new business exists up until the origination of new business. At this reporting reference date and thereafter, this debtor and its credit data shall always be reported by this reporting agent using the reporting scope for debtors with new business. This also applies even if all new business is repaid at a later point in time and only instruments originated prior to 1 September 2018 continue to exist.

(c) Reporting value

Chapter IV of this guideline provides a detailed description of the operational guidance regarding the individual data attributes of the reporting templates. Moreover, the technical guidance, including possible reporting values for certain data attributes, are described in the document “Technical specifications for reference and credit data reports for AnaCredit to the Bundesbank” and the attendant current version of the “Code list” for the AnaCredit procedure. The current version of each document can be found on the Deutsche Bundesbank’s AnaCredit website.⁴⁸

Regarding the guidance on the data attributes, it should be noted, in principle, that the value “Not applicable” is used only if the operational guidance does not allow any other value and this characteristic

⁴⁷ See document “*Methodik zur Ermittlung der Institute mit reduzierter Meldepflicht*” (available only in German) at [Methodik zur Ermittlung der Institute mit reduzierter Meldepflicht \(bundesbank.de\)](#)

⁴⁸ www.bundesbank.de/de/service/meldewesen/bankenstatistik/formate-xml

is also pre-defined in the “Code list” for the attribute. This value is generally not applicable to some data attributes since it makes no sense from an operational point of view; erroneous entries for this value cause technical file errors and a rejection of the data attribute.

2. Explanatory notes on the reporting template for *counterparty reference data*

The reporting template for *counterparty reference data* is subdivided into five sections in total, which are to be completed by the reporting agent depending on the role of the counterparty of the instrument and/or the protection under consideration:

1. reporting obligations for the reference data of reporting and observed agents;
2. reporting obligations for the reference data of the debtor;
3. reporting obligations for the reference data of the protection provider;
4. reporting obligations for the reference data of the corporate structure, i.e. head office undertaking, immediate parent undertaking and ultimate parent undertaking;
5. reporting obligations for the reference data of the creditor, originator and servicer.

A single counterparty may relate to several instruments or take different roles for the same instrument. Nevertheless, counterparty reference data is only reported once for each counterparty. This ensures the uniqueness of the respective record in the *counterparty reference dataset*.

The following principles apply to the data attributes to be completed by the reporting agent.

- (a) Reporting requirements relating to *counterparty reference datasets* for counterparties (not resident in a reporting Member State).

All five of the above sections relating to the reporting template for *counterparty reference data* are each subdivided into the following two sections:

- i. reporting obligations relating to *counterparty reference data* for counterparties resident in a reporting Member State; and
- ii. reporting obligations relating to *counterparty reference data* for counterparties not resident in a reporting Member State.

- (b) Role concept

Each counterparty is reported once by each reporting institution, regardless of how many observed agents of the reporting institution the counterparty is linked to. The different roles (creditor, debtor, servicer and originator) that a counterparty can assume are entered in the *counterparty-instrument dataset*. The role of the protection provider is recorded in the *protection provider dataset*. If, for example, a counterparty is a creditor and servicer to an instrument at the same time, the *counterparty-instrument dataset* contains two entries for the same instrument, one for each role.

- (c) In Section 1 “Reporting obligations for the reference data of reporting and observed agents”, a distinction is to be made between the reporting agent and the observed agent. Newly established reporting agents (credit institutions in Germany or German branches of foreign credit institutions) must transmit, on a one-off basis, a *counterparty reference dataset* for themselves as reporting agents.

(d) Legal entities

For legal entities under company law, it should be noted that the data attributes *immediate parent undertaking identifier (+ type)*, *ultimate parent undertaking identifier (+ type)*, *legal form*, *status of legal proceedings (+ date)*, *enterprise size (+ date)*, *number of employees*, *balance sheet total* and *annual turnover* each refer to the entire legal entity. For example, the balance sheet total should be specified for the entire legal entity, including foreign branches. For counterparties that are legally dependent branches, the data attributes *immediate parent undertaking identifier (+ type)* and *ultimate parent undertaking identifier (+ type)* are not to be reported. For counterparties that are legally dependent branches, the other data attributes shown above should be filled with “Not applicable” – provided that they are to be reported in the reporting template. However, since these data should be specified for the legal entity as a whole, an additional record in the *counterparty reference dataset* must be reported for its head office undertaking. As regards the head office, note that the report for the immediate parent undertaking and the ultimate parent undertaking should be submitted in accordance with the information in the “Counterparty reference data” reporting template. The dataset for the dependent branch is linked to the dataset for the entire legal entity by means of the *head office undertaking identifier*.

See Part III, “Counterparty”, letter (d).

(e) Specific reporting requirements for certain types of counterparty

In addition to the reporting template for *counterparty reference data*, a number of requirements are to be observed for the following types of counterparty.

- Foreign branch

If the counterparty is a foreign branch, both a *counterparty reference dataset* should be reported for the branch as well as a separate *counterparty reference dataset* for the head office undertaking. This shows the legal entity as a whole.

See Part III, “General concepts and definitions”.

- Immediate parent undertaking and ultimate parent undertaking

When determining the immediate and the ultimate parent undertaking for foreign branches, the immediate / ultimate parent undertaking of the head office undertaking is to be used. In other words, the relevant data attributes are not reported in the record of the foreign branch, but in the record of the head office undertaking. In the branches’ record, these attributes are omitted. As regards the head office, note that the report for the immediate parent undertaking and the ultimate parent undertaking should be submitted in accordance with the information in the “Counterparty reference data” reporting template.

- Special funds

Investment funds (*institutional sector S.1240* pursuant to ESA 2010) and money market funds (*institutional sector S.1230* pursuant to ESA 2010) are considered special funds if they are unincorporated. These are generally regarded as being separate entities from their managing financial corporations. Here, as from 1 August 2021 all address attributes as well as the data attributes *status of legal proceedings + date*, *enterprise size + date*, *number of employees*, *annual turnover* and *balance sheet total* are to be reported. Although special funds do not fall within the scope of company law and their managing financial corporations are not, strictly speaking, their head office undertakings, the *head office undertaking identifier* data attribute is also to be used for special funds in order to

record their managing financial corporations. Pursuant to the list of legal forms, “SPFUND” should be entered as the (placeholder) value in the *legal form* data attribute in the case of special funds – provided that the special fund is not constituted in a legal form contained in the relevant code list.

See Part IV, “Data attributes of the reporting template for *counterparty reference data*”, “Legal form”.

- Government sector

Government sector entities (*institutional sectors* S.121 and S.13 as defined in ESA 2010), except enterprises contained in the list of the off-budget entities of central, state and local government and social security funds: the data attributes *enterprise size (+ date)*, *number of employees*, *balance sheet total* and *annual turnover* are to be reported as “Not applicable”.

Publicly owned and operated enterprises, and state corporations: since these agents are dependent on their respective superordinate government authority in much the same way as a legally dependent branch is dependent on the respective head office undertaking, the *counterparty identifier* of this superordinate government authority must be reported in the data attribute *head office undertaking identifier*. The government authority itself is then subject to the corresponding reporting requirements for counterparties in the role of head office undertaking.

- International organisations

International organisations except legal entities under company law: in most instances, the reporting requirements are confined to the transmission of a unique *counterparty identifier*, with “RIAD code” being stated as the *type of counterparty identifier*. This concerns the international organisations shown in the list published by the Bundesbank. For these organisations, it is possible to use only the *counterparty identifier* set forth in that list when reporting the organisation for the first time.⁴⁹ For other international organisations, a complete *counterparty reference dataset* needs to be reported. In addition to the *name* and a *counterparty identifier (+ type)*, these reports should normally state the *legal entity identifier (LEI)* rather than a *national identifier*, and the values “E\$” or “N\$” in the attribute *address: country* for European and non-European international organisations, respectively. If an organisation which has already been reported with a complete dataset and internal identifier is to be migrated to a RIAD code, this migration must be bilaterally clarified with the Bundesbank prior to submission of the report. This also applies to international organisations that have been newly added to the appropriate list but were already reported as a counterparty. An unannounced change can impair the integrity of the data, entail validation errors and thus necessitate extensive corrections.

- Factoring

In the case of factoring without recourse, it is generally the rule that the debtor of the receivables sold is reported as the debtor to AnaCredit. In this case, the following data

⁴⁹ See <https://www.bundesbank.de/en/service/reporting-systems/banking-statistics/credit-data-statistics-anacredit--752098> > Disclosure requirements and validation rules.

attributes do not have to be reported if the reporting agent does not have the data in question:

- *legal entity identifier (LEI);*
- *immediate parent undertaking identifier;*
- *ultimate parent undertaking identifier;*
- *institutional sector;*
- *economic activity;*
- *status of legal proceedings;*
- *date of initiation of legal proceedings;*
- *enterprise size;*
- *date of enterprise size;*
- *number of employees;*
- *total assets;*
- *annual turnover.*

See also “General guidelines”, “III. General reporting rules and other explanatory notes”.

- Groups and joint accounts

Groups and joint accounts that are familiar from the prudential reporting of large exposures and loans of €1 million or more are not allowed to be reported in this form as counterparties in AnaCredit. In AnaCredit, only individual legal entities may be reported as counterparties (see Chapter III General explanatory notes, reporting rules and definitions – bullet point 4). In AnaCredit, joint borrowing/liability by several individual legal entities is not reported in the *counterparty reference dataset*, but in the form of a plurality of debtors (see Chapter III General explanatory notes, reporting rules and definitions – bullet point 5) in the *counterparty-instrument dataset* and *joint liabilities dataset*.

- (f) Most onerous reporting requirement

If a counterparty has more than one role according to the data model, just one report is to be submitted in accordance with the most onerous reporting requirement; in other words, all data attributes resulting from any role which the counterparty has with the reporting agent are reported. For example: a reporting institution which does not belong to the group of small reporting agents, reports under Section 5 “Reporting obligations for the reference data of the creditor, originator and servicer” a counterparty, which is both a servicer and an originator at the same time. In this case, all the data attributes to be reported from both columns in Section 5 “Reporting obligations for the reference data of the creditor, originator and servicer” are to be submitted for the counterparty. In this example, the following data attributes would therefore also have to be reported: *address: street, address: city / town / village, address: county / administrative division, address: postal code, address: country, legal form* and *institutional sector*.

- (g) Avoiding double reporting of *counterparty reference dataset*

In order to avoid double reporting, institutions which already submit reports concerning their own institution (own reports) to the Bundesbank pursuant to Section 24 of the German Banking Act (*Kreditwesengesetz*) are only required to report the data attributes *type of counterparty identifier* (= bank identifier code), *counterparty identifier* and *accounting standard* about themselves as a reporting agent to AnaCredit.

A *counterparty reference dataset* needs to be reported according to the reporting template for *counterparty reference data* for each observed agent outside Germany with qualifying instruments.

- (h) Subdivision of the reporting template in existing business/new business for the counterparty role debtor

Where a counterparty has been assigned, in the role of debtor, to at least one instrument originated on or after 1 September 2018 (= new business),⁵⁰ all the data attributes for “new business” should be reported in the reporting template *counterparty reference data*.

- (i) Special case: merger of counterparties

In the event of a merger of counterparties, a new counterparty identifier (CP_ID) must be assigned to the acquiring counterparty, as it is otherwise impossible to process the relevant reference data records correctly.

It is not permissible to continue using the acquired counterparty's counterparty identifier for the acquiring counterparty and to only modify the attributes by means of a delta report.

If the acquiring counterparty already exists in the data set, use this counterparty identifier.

A delete report (action attribute “Delete”) for the counterparty's acquired reference data record is not mandatory unless, in the case of a merger of counterparties, the national identifiers or other identifiers are transferred to the acquiring entity. In this case, the reference data record of the outgoing counterparty must be deleted by means of a deletion report (action attribute “Delete”) (for more details, see also, in this document, Chapter 8 Delete and matured instruments, section c) Deletion of merging counterparties).

For the relevant reporting reference date, the credit data linked via the counterparty identifier shall be reported on the same day using the acquiring entity's counterparty identifier.

- (j) Special case: cross-border relocations of counterparties

In the case of a cross-border relocation in which a counterparty moves from one country to another, a new counterparty identifier (CP_ID) must be assigned as it would otherwise be impossible to process the relevant reference data records correctly and transmit them to the ECB.

If the identifiers referred to in the UID rule are retained during the move, the reference data of the previous counterparty (prior to the move) must be deleted by means of a “delete” report at the latest by the reporting reference date in which the identifier in question was first reported for the “new” unit (after the move). Note that the “delete” report for the previous counterparty and the “replace” report for the “new” counterparty (action attribute “Replace”) may not be submitted in the same reporting file. For the relevant reporting reference date, the credit data of the previous entity (prior to the move) linked via the counterparty identifier shall be deleted on the same day and re-reported (after the move) using the “new” entity's counterparty identifier.

Each data record in the *counterparty reference dataset* is uniquely identified by means of the *counterparty identifier* and the *type of counterparty identifier* at the level of the reporting agent.

The counterparty reference data are reported no later than the monthly transmission of credit data relevant for the reporting reference date on which the counterparty entered into a contract registered in

⁵⁰ Note here the definition of new business in Chapter IV. 1 “Explanatory notes on the reporting templates – General information”, letter (b) “Subdivision of the reporting template into existing business/new business”.

AnaCredit. If a change takes place, all data attributes relating to the data record concerned must be updated no later than in the monthly transmission of credit data for the reporting reference date on which the change came into effect.

See Part II, "Report structure and reporting frequency".

3. Identifiers

Table 1: Identifiers

Identifier	Dataset											
	Counterparty reference dataset	Instrument dataset	Financial dataset	Counterparty-instrument dataset	Joint liabilities dataset	Accounting dataset	Protection received dataset	Instrument-protection received dataset	Counterparty risk dataset	Counterparty default dataset	Protection provider dataset	
Reporting agent identifier	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Observed agent identifier		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type of counterparty identifier	✓			✓	✓				✓	✓		✓*
Counterparty identifier	✓			✓	✓				✓	✓		✓*
Contract identifier		✓	✓	✓	✓	✓		✓				
Instrument identifier		✓	✓	✓	✓	✓		✓				
Type of protection provider identifier												✓*
Protection provider identifier												✓*
Protection identifier							✓	✓				✓

(*) The *protection provider identifier*, which appears in the *protection provider dataset*, corresponds to the *counterparty identifier* of the protection provider. This applies analogously to the *type*.

In addition to the data attributes, each dataset to be reported contains a number of identifiers (“keys”). These allow the data records contained in the datasets to be uniquely identified and to determine the relationship between the data records of different datasets.⁵¹ The identifiers therefore ensure data integrity.

The individual identifiers are described below.

⁵¹ Unique identification within a dataset is achieved by means of a combination of all the relevant identifiers for this dataset.

Identifier:	Reporting agent identifier
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The *reporting agent identifier* is the *counterparty identifier* of the reporting agent which reports the data.

The bank identifier code is to be used as the *reporting agent identifier*.

If the bank identifier code of the *reporting agent* changes, use the new bank identifier code as the *reporting agent identifier* in the file name and the header data of the AnaCredit reports as from the first reporting reference date following the change. For retroactive corrections from earlier reporting reference dates, use the original bank identifier code valid at that time in the file name and the file header data.

Identifier:	Observed agent identifier
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The *observed agent identifier* is the *counterparty identifier* of the observed agent, the data of which are reported by the reporting agent. For the domestic part of a reporting agent, the *reporting agent identifier* and the *observed agent identifier* are identical.

The bank identifier code or the pseudo bank identifier code is to be used as the *observed agent identifier*.

If the bank identifier code of the *observed agent* changes, use the new bank identifier code as the *observed agent identifier* in the file name and the header data of the AnaCredit reports as from the first reporting reference date following the change. For retroactive corrections from earlier reporting reference dates, use the original bank identifier code valid at that time in the file name and the file header data.

Identifier:	Type of counterparty identifier
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Here, the reporting institution can choose whether to report its own identifier (i.e. an identifier set by the institution), the bank identifier code or pseudo bank identifier code, the borrower number for reports on loans of €1 million or more, or the RIAD⁵² code. The RIAD code is issued by the competent national central bank of the counterparty's country of residence. The RIAD code can currently be used as a *counterparty identifier* for international organisations or MFIs. Since, as a general rule, counterparty identifiers should be kept stable, this option applies only once the RIAD code has been used to report a counterparty for the first time.

The borrower number for reports on loans of €1 million or more (provided that the classification of the entity corresponds to the classification in AnaCredit) or an internal customer number of the reporting agent can alternatively be used as the *counterparty identifier* provided that this number is unique and is sure to remain stable over time. In connection with this, for a borrower number or bank identifier code reported in the past, this (historical) identifier is not required to match the current borrower number or

⁵² RIAD is the ESCB's Register of Institutions and Affiliates Database and is a reference database of information on participating interests and intra-group relationships of financial and non-financial corporations. Reference data available in RIAD include, for each enterprise, a number of identifiers (national and European identification codes), information about the enterprise (name, address, economic sector, corporate sector, size of the enterprise, date of foundation and closure) and other important data such as information on participating interests.

bank identifier code of the agent. No such validations are performed. The borrower number or bank identifier code used in the past as a *counterparty identifier* for AnaCredit therefore must continue to be used as such even if the borrower number or bank identifier code actually assigned to the agent has since changed. The *type of counterparty identifier* continues to be reported unchanged even though the original meaning no longer exists.

Use of the bank identifier code or pseudo bank identifier code is confined to agents with the roles of reporting agent or observed agent.

Once a counterparty has been reported using a borrower number, a (pseudo) bank identifier code or a RIAD code, this counterparty should no longer be subsequently reported using an internal identifier of the institution as the *counterparty identifier*.

Furthermore, in order to simplify the identification process, reporting agents can transmit additional identifiers in addition to the *counterparty identifier*.

See “Data attributes of the reporting template for *counterparty reference data*”.

Identifier:	Counterparty identifier
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The *counterparty identifier* is an identifier applied by the reporting agent to uniquely identify each counterparty. Each counterparty must have one *counterparty identifier*. This value does not change over time. The *counterparty identifier* must not be reused by the same reporting agent at any point in time to identify a different counterparty. This also applies if a delete report was sent for a counterparty. Here, too, reuse of the identifier of the “deleted counterparty” for another counterparty is not permitted.

As a rule, the *counterparty identifier* is determined by the reporting agent, which is also responsible for ensuring that the specified criteria are met.

In line with the selection made in the *type of counterparty identifier* data attribute, the respective *counterparty identifier* should be specified here by the reporting institution. The identifier must comply with the relevant format rules applicable to the selected type.

Identifier:	Contract identifier
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An identifier applied by the reporting agent to uniquely identify each contract should be entered in this data attribute. Each contract must have a *contract identifier*. This identifier does not change over time and may not be used as a *contract identifier* for another contract of the same observed agent either simultaneously or at a later point in time.⁵³

⁵³ Special feature: see *Type of instrument* “Overdraft” and “Deposits other than reverse repurchase agreements”.

The *contract identifier* relates to the credit agreement concluded between two or more counterparties under which the instrument is created; i.e. the legal contract under which the creditor grants instruments to the debtor and in which the terms of the instrument are laid down.

Identifier:	Instrument identifier
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The *instrument identifier* is an identifier applied by the reporting agent to uniquely identify each instrument under a single contract. Each instrument must have one *instrument identifier*. This identifier does not change over time and may not be used as the *instrument identifier* for any other instrument under the same contract.⁵⁴

The *instrument identifier* refers to an instrument that was created on the basis of a contract with a specific *contract identifier*. In combination with the *contract identifier*, the *instrument identifier* uniquely identifies an instrument reported in AnaCredit at the level of an observed agent, as the *instrument identifier* can only ever refer to just one instrument within the same contract.

If one or more contracts give rise to the same instrument, data are reported at the instrument level, associating the instrument with a single contract (i.e. referring to one of the several contracts).

Identifier:	Type of protection provider identifier
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Here, the reporting institution can choose whether to specify its own identifier (i.e. an identifier set by the institution), the bank identifier code or pseudo bank identifier code, the borrower number for reports on loans of €1 million or more, or the RIAD code. In the case of natural persons, the value “protected” is reported.

Identifier:	Protection provider identifier
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This data attribute is used to report the *counterparty identifier* for the protection provider. The *protection provider identifier* specified here must match the *type of protection provider identifier*. If the protection provider is a natural person, the value “Not applicable” is reported.

See Part III, “Handling of personal data”.

The counterparty providing collateral for an instrument is reported in the *protection provider dataset*. No data are entered in the *counterparty-instrument dataset* for the protection provider role.

The *protection provider identifier* is the *counterparty identifier* of the counterparty which grants protection against a contractually agreed negative credit event and/or which is obliged to make payments or to

⁵⁴ Special feature: see *Type of instrument* “Overdraft” and “Deposits other than reverse repurchase agreements”.

assign the assets provided as protection to the creditor if the debtor fails to meet its obligation to make repayments in connection with the instrument secured by the protection item (i.e. in the case that the contractually agreed negative credit event occurs).

Reporting of several protection providers for the same protection item

In some cases, the protection is provided by more than one protection provider (e.g. by joint guarantors or in the case of assets jointly owned by two or more counterparties). In order to take this situation into account, the Bundesbank's reporting template was enhanced to allow any number of protection providers to be specified for a single protection item. All protection providers of a protection item, except where they are natural persons, must be reported in the *protection provider dataset*.

Cases where there are several protection providers for the same protection item should be distinguished from cases where there are several protection items. Cases where there are several protection providers for the same protection item do not include cases in which, owing to clearly defined liabilities and/or other particularities, there are effectively several protection items, each of which with its own protection provider, rather than a single protection item with several protection providers. For example, a guarantee of €100 granted by two joint guarantors, each of whom is only liable for €50, is *de facto* reported as two individual guarantees of €50 each.

The counterparty to be treated as the protection provider for a specific protection item largely depends on the *type of protection* itself. In the case of physical assets, equity and real estate, the protection provider is generally the owner of the protection item. In these specific cases, for example, the protection provider is:

- the owner of the physical protection item who is usually entitled to provide the protection item;
- the legal owner of the physical protection item/real estate;
- the economic owner of the physical protection item/real estate in the case of a financial lease;
- the holder of the security provided as protection, as opposed to the issuer of the security;
- in the case of life insurance policies issued by an insurance company, the policyholder.

Physical protection is usually provided by the debtor. However, the protection provider may also be a third party if the protection is provided by someone other than the debtor. This is the case, for example, if a company owned by a parent undertaking receives a loan, the repayment of which is secured by real estate held by the parent undertaking. In this case, it is not the debtor but the owner of the real estate, i.e. the parent undertaking, who is reported as the protection provider.

Identifier:	Protection identifier
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This is an identifier applied by the reporting agent to uniquely identify each protection item used to secure the instrument. Each protection item must have a *protection identifier*. This value does not change over time.

A reporting agent always identifies a specific protection item using the same *protection identifier*, irrespective of which observed agent the reported data refer to. This *protection identifier* may never be used by this reporting agent to identify any other protection item, even if it is assigned to another observed agent.

4. Data attributes of the reporting template for *counterparty reference data*

Data attribute: **Type of counterparty identifier**

See "Identifiers".

Data attribute: **Counterparty identifier**

See "Identifiers".

Data attribute: **Legal entity identifier (LEI)**

A legal entity identifier (LEI)⁵⁵ is to be reported for counterparties that already have an LEI. This does not establish an obligation to obtain an LEI.

The LEI is reported provided that such a code is available and its status is "issued", "lapsed" or "merged". A code with the status "pending", "retired" or "annulled" is not accepted for AnaCredit purposes. In the latter set of cases, or if no LEI exists, the data attribute is reported as "Not applicable".

While LEIs were initially assigned only to legal entities, a distinct LEI can now be assigned to each foreign branch of a legal entity. The number of LEIs assigned for foreign branches per country is limited to one.

Data attributes: **National identifier**

In order to ensure unambiguous classification within the system amidst a wide variety of identifiers in both the national and international context, each national identifier is reported as a separate data attribute (see also the technical reporting template published on the Bundesbank's website).

According to the Technical specifications, for counterparties resident in Germany, the national identifier comprises the business register number (Commercial Register (*Handelsregister*), Companies Register (*Gesellschaftsregister*), Register of Associations (*Vereinsregister*), Register of Cooperative Societies (*Genossenschaftsregister*) or Register of Partnerships (*Partnerschaftsregister*)) along with the relevant court of registration. The location of the court of registration is to be given using the XJustiz-IDs published in the Bundesbank's "Code List".⁵⁶ Such an identifier is structured as in the following example: HRB112-M1202. Note that register numbers with a leading zero are not permitted.

⁵⁵ The LEI is the legal entity identifier assigned to a counterparty in accordance with the International Organization for Standardization's (ISO) 17442 standard; <https://search.gleif.org/#/search/>

⁵⁶ For both documents, see www.bundesbank.de/de/service/meldewesen/bankenstatistik/formate-xml

If Commercial Register entries are reported for the courts of registration in Bremen and Schleswig-Holstein, reporting the suffix at the end of the register number for this entry is mandatory.

To better identify German counterparties not entered in a register – in particular civil-law associations and public sector entities – the following additional national identifiers shall apply, listed in order of priority:

- Identifier for the public sector (DE_PS_CD): a 14-digit or 15-digit numerical identifier issued by the Federal Statistical Office for core budgets, off-budget entities (public entities) and other public funds, institutions and enterprises (OPFIEs).⁵⁷ The state of Bremen, the city of Bremerhaven and the city of Bremen are a special case. These three counterparties can be reported separately. The identifier for the public sector contained in the list of core budgets may be used only for the state of Bremen. No identifier for the public sector exists for the cities of Bremen and Bremerhaven.
- VAT identification number (VAT ID): use this number for German counterparties with no register number and no identifier for the public sector. This can usually be found on the relevant counterparty's website.
- Tax number: use this number for German counterparties with no register number, identifier for the public sector or VAT ID. These numbers, which institutions often already have in their files, are based on Section 8 of the tax office booking rules (*Buchungsordnung für die Finanzämter – BuchO*). The tax number must correspond to the uniform Federal template and have 13 numerical digits. Instructions on how to translate the tax number from the state templates to the uniform Federal template are available on the Bundesbank's website (see Technical specification, Code List⁵⁸).

If there is no register entry for the counterparty, the reporting of the identifier for the public sector is mandatory.⁵⁹

The reporting of a VAT ID or a tax number is mandatory if, for the counterparty, no register number or identifier for the public sector. Where the counterparty is part of a tax group, the VAT ID should be used only to identify the tax group parent; use DE_NOTAP_CD as national identifier for the other members of the tax group (provided they have no other national identifier).

If a counterparty resident in Germany does not possess any of the aforementioned identifiers, the data attribute is to be reported as "DE_NOTAP_CD".

⁵⁷ The list of core budgets includes all levels of government in Germany (such as cities, local governments and districts) and social security funds. The off-budget entities are central, state and local government public-sector funds, institutions and enterprises, which are assigned to the government sector as non-market producers. OPFIEs comprise other funds, institutions and enterprises belonging to central, state and local government, which are classed as "market producers" outside of the government sector. See Banking Statistics, Customer Classification: Special Statistical Publication 2 (<https://www.bundesbank.de/resource/blob/883250/eda35d474ed739de697f2fce7fa5440f/mL/statso2-bankenstatistik-kundensystematik-data.pdf>). The three lists of the above-mentioned entities, including the identifier, can be found at the following link: <https://www.bundesbank.de/en/service/reporting-systems/banking-statistics/customer-classification/customer-classification-619120>

⁵⁸ [Formate \(XML\) | Deutsche Bundesbank](#) > Code List (available only in German)

⁵⁹ Existing counterparties reported prior to February 2024 do not need to be corrected if a national identifier (except DE_NOTAP_CD) has been reported for these counterparties in the past. In other words, a counterparty for which, for example, a VAT ID has previously been reported and for which the national identifier DE_PS_CD additionally exists does not need to be corrected retroactively. No change report as from the February 2024 reporting reference date is necessary, either. The national identifier used up until then (except DE_NOTAP_CD) can still be reported.

Foreign counterparties resident in another reporting Member State are to be identified using the national identifier specified by the national central bank in the respective country. For foreign counterparties resident outside EU reporting Member States, report the identifier commonly used in that country as determined by the European Central Bank (according to the list of national identifiers). If a national identifier in accordance with the list of national identifiers does not exist for these counterparties, or if the counterparty is located in a non-EU reporting Member State for which no country-specific values are listed, use a generic identifier "GEN_[...] identifier" for the report. Specific national identifiers which, according to the technical specification, constitute a standalone attribute (see the Technical specification – table in the section entitled "Attributes")⁶⁰ may not be entered in the fields for generic identifiers. If, for a non-EU reporting Member State counterparty, there is no national identifier, the value "NOT_APPL" can be reported. Use the attribute "GEN_NOTAP_CD" for this purpose.

For counterparties in a reporting Member State, national identifiers that begin with "GEN" may not be used.

For foreign counterparties domiciled outside the reporting Member States, an identifier commonly used in this country specified by the European Central Bank or an identifier starting with the sequence "GEN" is to be reported. These identifiers can be found in the Technical specifications (see the table in the section entitled "Attributes").

If, according to the ECB's "List of national identifiers" in agreement with the Deutsche Bundesbank's code list, a country can potentially have multiple national identifiers, the one with the highest priority on the "List of national identifiers"⁶¹ should be chosen where possible. Multiple national identifiers can be given for a counterparty, where they exist. However, under no circumstances is it permitted to switch between different national identifiers at different reporting reference dates. An exception is a one-time-only switch from an identifier beginning with "GEN" to a national identifier, which is permissible.

Furthermore, the national identifier can be dispensed with for all counterparties outside Germany if an LEI is reported for the counterparty in question.

The identifiers to be used when reporting a national identifier can be found in the Bundesbank list published in the Technical specifications (see the table of attributes in the section entitled "Attributes"). All identifiers considered national identifiers are marked accordingly here.

The data attributes *address: country*, *legal form* and *national identifier* – where they exist – must always be reported consistently. For counterparties in the reporting Member States, this means that the affected data attributes must, as a general rule, begin with the same two-letter country code (example: CNTY = DE, LGL_FRM = DE201 and national identifier = DE_TRD_RGSTR_CD). Exceptions to this are the value "SPFUND", non-country-specific legal forms such as the SE (EU100), which can apply to several countries, and the territorial areas mentioned under the data attribute *Address: country*, which must be reported using a different country identifier.

⁶⁰ www.bundesbank.de/de/service/meldewesen/bankenstatistik/formate-xml

⁶¹ https://www.ecb.europa.eu/stats/ecb_statistics/anacredit/html/index.en.html

Data attributes:	Other identifier
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Other data attributes that may be used to facilitate counterparty identification and the country-specific identifiers outlined in the previous section can be found in the Technical specifications (see the table of attributes in the section entitled “Attributes”).⁶²

Data attribute:	Type of head office undertaking identifier
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Here, the reporting institution can choose whether to specify its own identifier (i.e. an identifier set by the institution), the bank identifier code, the pseudo bank identifier code or the RIAD code. The identifier must comply with the relevant format rules applicable to the selected type.

Data attribute:	Head office undertaking identifier
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For counterparties which are foreign branches, the *head office undertaking identifier* enables a link to be established between the foreign branch and the respective legal entity (represented by the head office undertaking).

If the debtor is a legal entity (represented by the head office undertaking), the *head office undertaking identifier* is to be reported with the same value as the *counterparty identifier* of the entity in question. For this reason, the following applies: whenever the *counterparty identifier* and the *head office undertaking identifier* in a given record coincide, the record refers to the legal entity, not to a foreign branch. By contrast, whenever the *counterparty identifier* and the *head office undertaking identifier* are distinct codes, the counterparty reference data record is understood to refer to a foreign branch (or special fund or superordinate government authority).

Data attribute:	Type of immediate parent undertaking identifier
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Here, the reporting institution can choose whether to specify its own identifier (i.e. an identifier set by the institution), the bank identifier code, the pseudo bank identifier code, the RIAD code, or, in the case of natural persons, the value “protected”. The identifier must comply with the relevant format rules applicable to the selected type.

Data attribute:	Immediate parent undertaking identifier
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In line with the selection made in the *type of immediate parent undertaking identifier* data attribute, the respective identifier should be specified here by the reporting institution.

⁶² www.bundesbank.de/de/service/meldewesen/bankenstatistik/formate-xml

The *immediate parent undertaking identifier* is the *counterparty identifier* for the legal entity which is the immediate parent undertaking of the counterparty. If the counterparty has no parent undertaking, the *counterparty identifier* for the counterparty itself is reported. This also applies to counterparties that belong to the central, state and local government sectors.

See Part III, “Counterparty roles”, “Immediate parent undertaking”.

As the concept of immediate parent undertakings relates only to legal entities, no information on the immediate parent undertaking is recorded in the counterparty reference data of a foreign branch (or special fund).

As regards the head office, submit the report for the immediate parent undertaking in accordance with the information in the “Counterparty reference data” reporting template.

Note that the *immediate parent undertaking identifier* and the respective counterparty reference data are reported irrespective of whether there is a business relationship between the observed agent and the immediate parent undertaking.

In the case of natural persons (for which the identifier type is “protected”; see *Type of immediate parent undertaking identifier*), the value “Not applicable” is reported.

Data attribute: **Type of ultimate parent undertaking identifier**

Here, the reporting institution can choose whether to specify its own identifier (i.e. an identifier set by the institution), the bank identifier code, the pseudo bank identifier code, the RIAD code, or, in the case of natural persons, the value “protected”. The identifier must comply with the relevant format rules applicable to the selected type.

Data attribute: **Ultimate parent undertaking identifier**

In line with the selection made in the *type of ultimate parent undertaking identifier* data attribute, the respective identifier should be specified here by the reporting institution.

Note that the *ultimate parent undertaking identifier* and the respective counterparty reference data are reported irrespective of whether there is a business relationship between the observed agent and the ultimate parent undertaking.

In the case of natural persons (for which the identifier type is “protected”; see “Type of ultimate parent undertaking identifier”), the value “Not applicable” is reported.

Where a counterparty has an immediate parent undertaking over which no individual entity exercises direct or indirect control, the counterparty’s *immediate parent undertaking identifier* should also be reported as the *ultimate parent undertaking identifier*.

A counterparty can also have an ultimate parent undertaking but not an immediate parent undertaking, e.g. if multiple minority shareholders in a counterparty are controlled by one and the same entity. In this case, the counterparty's own *counterparty identifier* should be reported for the *immediate parent undertaking identifier*.

Data attribute:	Name
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The full name is reported for all counterparties irrespective of their role and of their country of residency.

The name is reported in accordance with the information contained in the relevant business register (Commercial Register (*Handelsregister*), Register of Associations (*Vereinsregister*), Register of Cooperative Societies (*Genossenschaftsregister*) or Register of Partnerships (*Partnerschaftsregister*)), when applicable. Reference to individual accounts, such as by naming the settlement, netting, foreign currency, current, trustee or other internal account, is not permitted. No translation of the name from the original national language is required.

For a legal entity (represented by the head office undertaking), the legal name in accordance with the relevant register entry is reported, when applicable.

For financial sector counterparties in the reporting Member States without a register entry in their respective country of residency (such as investment funds or special funds of asset management companies) – where they exist – the name should be reported consistent with the respective entry in the ECB's "Lists of financial institutions".⁶³ For all other counterparties, the name should – where it exists – be reported consistent with the entry in the GLEIF register.⁶⁴

Data attribute:	Address: street
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This is the name of the street (written out in full, if possible) and the civic number of the counterparty's business address, e.g. according to the counterparty's entry in the business register (Commercial Register (*Handelsregister*), Register of Partnerships (*Partnerschaftsregister*), Register of Cooperative Societies (*Genossenschaftsregister*) or Register of Associations (*Vereinsregister*)). It is a finite sequence of characters. Note the sequence of elements in the respective country. For German counterparties, the street name is followed by the civic number. If it is necessary to provide additional information on the street and/or building (e.g. block A), this can be added after the civic number.

The address is reported in line with the residency of the counterparty according to Article 1(4) of the Council Regulation for ECB statistics. The street address of a foreign branch differs from that of the legal entity to which it belongs (represented by the head office undertaking).

Where the address is different from the country of residency in which the counterparty is located according to a given entry in the business register, report the value "NOT_APPL" here.

⁶³ https://www.ecb.europa.eu/stats/financial_corporations/list_of_financial_institutions/html/index.en.html

⁶⁴ Global Legal Entity Identifier Foundation (<https://www.gleif.org/de>)

Data attribute: **Address: city/town/village**

This is the official name of the place where the counterparty's business address is located, e.g. according to an entry in the business register (Commercial Register (*Handelsregister*), Register of Partnerships (*Partnerschaftsregister*), Register of Cooperative Societies (*Genossenschaftsregister*) or Register of Associations (*Vereinsregister*)). If it is necessary to specify a district when stating the address as a whole, this can be added after the official place name and marked as "district".

The address is reported in line with the residency of the counterparty according to Article 1(4) of the Council Regulation for ECB statistics. The city, town or village of residency of a foreign branch differs from that of the legal entity to which it belongs (represented by the head office undertaking).

The data attribute *Address: city/town/village* should contain only the official name of the city or town and not be reported together with a postal code. There is a separate data attribute for this *Address: postal code*.

Where the address is different from the country of residency in which the counterparty is located according to a given entry in the business register, report the value "NOT_APPL" here.

Data attribute: **Address: county/administrative division**

This is the county/administrative division (NUTS 3 classification) of the administrative district or municipality where the counterparty's business address is located, e.g. in the business register (Commercial Register (*Handelsregister*), Register of Partnerships (*Partnerschaftsregister*), Register of Cooperative Societies (*Genossenschaftsregister*) or Register of Associations (*Vereinsregister*)).

A mapping of most postal codes to their respective NUTS 3 codes can be found on the Eurostat and European Commission websites.⁶⁵ The code lists stored in the AnaCredit reporting template and published on the Bundesbank's website must always be used when mapping the postal code.

The address is reported in line with the residency of the counterparty according to Article 1(4) of the Council Regulation for ECB statistics. The county/administrative division of a foreign branch differs from the one of the legal entity to which it belongs (represented by the head office undertaking).

Where the address is different from the country of residency in which the counterparty is located according to a given entry in the business register, report the value "NOT_APPL" here.

Data attribute: **Address: postal code**

This is the valid postal code of the official place (i.e. the area in the city, town or village) where the counterparty's business address is located, e.g. according to the legal entry in the business register (Commercial Register (*Handelsregister*)).

⁶⁵ <https://gisco-services.ec.europa.eu/tercet/flat-files> and https://ec.europa.eu/eurostat/web/products-datasets/-/reg_area3

The address is reported in line with the residency of the counterparty according to Article 1(4) of the Council Regulation for ECB statistics. The postal code of a foreign branch differs from that of the legal entity to which it belongs (represented by the head office undertaking).

The patterns published in the “*Handbuch zu den AnaCredit Validierungsregeln*” (Manual on AnaCredit validation rules)⁶⁶ apply to counterparties outside Germany.

Where the address is different from the country of residency in which the counterparty is located according to a given entry in the business register, report the value “NOT_APPL” here.

Data attribute:	Address: country
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This is the country of the place (i.e. the city, town or village) where the counterparty is registered, e.g. in the business register. The ISO 3166-1: alpha-2 code of the country is to be selected.

The following territories, which must be reported with a different country code, are a special case:

- “MC” (Monaco), “GF” (French Guiana), “MQ” (Martinique), “GP” (Guadeloupe), “RE” (Réunion), “YT” (Mayotte), “BL” (Saint Barthélemy), “MF” (Saint Martin - French Part), “PM” (Saint Pierre and Miquelon) are reported under the country code “FR” (France)
- “EH” (Western Sahara) is reported under the country code “MA” (Marocco)
- “SJ” (Svalbard and Jan Mayen) is reported under the country code “No” (Norway)
- “PR” (Puerto Rico) is reported under the country code “US” (United States)
- “AX” (Åland) is reported under the country code “FI” (Finland)

The address is reported in line with the residency of the institutional unit according to Article 1(4) of the Council Regulation for ECB statistics. The country of residency of a foreign branch differs from that of the legal entity to which it belongs (represented by the head office undertaking). Where funds are concerned, the country of the “Jurisdiction of Formation” must be specified as the country.⁶⁷

The data attributes *address: country*, *legal form* and *national identifier*– where they exist – must always be reported consistently. For counterparties in the reporting Member States, this means that the affected data attributes must, as a general rule, begin with the same two-letter country code (example: CENTRY = DE, LGL_FRM = DE201 and national identifier = DE_TRD_RGSTR_CD). Exceptions to this are the value “SPFUND”, non-country-specific legal forms such as the SE (EU100), which can apply to several countries, and the aforementioned territorial areas, which must be reported using a different country identifier.

⁶⁶ <https://www.bundesbank.de/en/service/reporting-systems/banking-statistics/credit-data-statistics-anacredit--752098> > Disclosure requirements and validation rules
⁶⁷ For funds that have an LEI, see the GLEIF website (<https://search.gleif.org/#/record/9845006A83CAFA1FBB69>)

Data attribute:

Legal form

The type of business entity as defined in the national legal system is reported in this data attribute. Depending on the country of residency of the counterparty, the list of admissible options is presented in the “list of legal forms”.⁶⁸ For counterparties in a reporting Member State, do not use legal forms beginning with “RW”. The data attribute *national identifier* must likewise be reported consistently with the legal form. For counterparties in the reporting Member States, this means that the affected data attributes must, as a general rule, begin with the same two-letter country code (example: CNTRY = DE, LGL_FRM = DE201 and national identifier = DE_TRD_RGSTR_CD). Exceptions to this are the value “SPFUND”, non-country-specific legal forms such as the SE (EU100), which can apply to several countries, and the territorial areas mentioned under the data attribute *Address: country*, which must be reported using a different country identifier.

For a counterparty which is a foreign branch, report the value “FBRANCH” for the *legal form* (provided *counterparty reference data* are required by the reporting template).

Vorgesellschaften (companies prior to registration) of corporations which already take part in business activities (GmbH i.Gr., UG i.Gr.) are, as a general rule, registered under the GbR legal form. Upon the affected company’s entry in the Commercial Register, a change report (*name, legal form, national identifier*) to this effect needs to be filed for the respective CP-ID.

Use the legal form DE501 (local authorities) only for agents that are contained in the list of core budgets and are assigned to ESA subsectors S1311, S1312 and S1313. The list of core budgets also includes agents having other legal forms. For all agents in the above-mentioned sectors, these are explicitly named in the list of core budgets.

In addition to the country-specific legal forms, legal entities resident in any country of the European Union can also have one of the following European legal forms, i.e.:

- European Company (SE);
- European Cooperative Society (SCE);
- European Economic Interest Grouping (EEIG);
- European Grouping of Territorial Cooperation (EGTC).

For legal entities resident outside the European Union, one of the following options is reported (i.e. the one that best represents the country-specific legal form of that particular counterparty):

- corporation;
- cooperative;
- partnership;
- sole trader;
- limited liability company;
- other.

Although special funds are treated similarly to foreign branches for AnaCredit reporting purposes, a value for the attribute *legal form* is also reported in the *counterparty reference data* record of a

⁶⁸ The list of legal forms to be used when reporting to the Bundesbank is available at www.bundesbank.de/de/service/meldewesen/bankenstatistik/formate-xml > Code List

counterparty which is a special fund. In this case, the value “SPFUND” is reported, unless a legal form from the relevant country list is deemed more appropriate in that specific case.

Data attribute: **Institutional sector**

Here, the *institutional sector* is to be reported pursuant to ESA 2010, the CRR, the BSI Regulation and the FVC Regulation. This refers exclusively to the institutional unit. Therefore, in the case of a legal entity which has foreign branches, the value reported for the *institutional sector* of the head office undertaking (representing the legal entity) may differ from the value reported for the *institutional sector* of the foreign branches.

Information on allocating sectors to customer classification codes (economic activities) can be found in *Special Statistical Publication 2* as last amended. The latest version can be found on the Bundesbank’s website under Publications > Statistics > Special Statistical Publications. See also Service > Reporting systems > Banking statistics > Customer classification to view the Bundesbank’s company registers.

Data attribute: **Economic activity**

The data attribute *economic activity* is where a counterparty’s two-digit classification in accordance with NACE Rev 2 is entered. Three and four-digit classifications may also be entered.

In cases where it is necessary to report economic activity, this can, alternatively, be reported in the data attribute *customer classification code*.

Data attribute: **Customer classification code**

As an alternative to the data attribute *economic activity*, German reporting agents can also report the data attribute *customer classification code* by entering the three-digit code found in the Bundesbank’s *Special Statistical Publication 2 – Customer classification*. For reporting agents which, in their internal systems, use the codes in the Federal Statistical Office’s Classification of Economic Activities, Edition 2008 (WZ 2008) based on NACE Rev 2, the following differences between the first two characters in the classification codes should be noted.

Economic activity code	Customer classification code	Explanation
66	64D	The Federal Statistical Office’s Classification of Economic Activities, Edition 2008 (WZ 2008) breaks holding companies down into only two categories. The category “Activities of holding companies” (WZ 64.20) contains enterprises whose principal activity is owning a group of enterprises. The category

Economic activity code	Customer classification code	Explanation
		<p>“Activities of head offices” (WZ 70.1) contains enterprises that also perform management tasks for other units within a group.</p> <p>In its classification by institutional sector, ESA 2010, in turn, breaks management holding companies down further into those with predominantly financial shareholdings and those with predominantly non-financial shareholdings.</p> <p>In order to ensure that economic activity and institutional sector are classified as unambiguously as possible using one code while at the same time retaining all relevant information, the customer classification codes 64D (assigned to WZ 66), 70A (WZ 70.1), 64K (WZ 64.20) and 64L (WZ 64.99) were added to the Bundesbank’s classifications.</p>
Various	84A / 84B	<p>The customer classification codes 84A and 84B contain, <i>inter alia</i>, public sector off-budget entities pursuant to ESA 2010, which are assigned to various economic activities (e.g. operation of swimming pools (WZ 93), waste collection (WZ 38), energy supply (WZ 35) etc.). The task of assigning counterparties to the relevant economic activity in each case when reporting a customer classification code is initially carried out by the Bundesbank.</p>

Data attribute:

Status of legal proceedings

One of the following statuses is reported here:

No legal actions taken

Under judicial administration, receivership or similar measures

These include an order of provisional measures by the insolvency court pursuant to sections 21 and 22 of the Insolvency Code (*Insolvenzordnung*) in the event that an insolvency plan procedure is to be expected, insolvency plan pursuant to Part 6 of the Insolvency Code, debtor-in-possession management pursuant to section 270b of the Insolvency Code; only for credit institutions as debtors: measures taken by the Federal Financial Supervisory Authority in the case of danger pursuant to section 46(1) sentence 2 numbers 4 to 6 of the German Banking Act (*Kreditwesengesetz*), reorganisation procedure pursuant to the Credit Institution Reorganisation Act (*Kreditinstitute-Reorganisationsgesetz*).

Bankruptcy/insolvency

Initiation of insolvency proceedings where there is no prospect of an insolvency plan nor has one been applied for; rejection due to insufficient assets.

Other legal measures

These include a withdrawal of credit announced by the reporting agent or disclosed to the reporting agent, provided this was announced for reasons of creditworthiness (rather than, for example, other terminations due to covenant violations etc.), out-of-court realisation of collateral, judicial dunning procedures, insofar as these are based on solvency grounds, provisional and final compulsory enforcement measures (Eighth Book of the Code of Civil Procedure (*Zivilprozessordnung*)), as well as, with regard to land:

foreclosure sale or receivership outside the scope of insolvency proceedings (as a writ of execution), provided this is initiated by the reporting agent or disclosed to the reporting agent, early intervention powers under Section 36 of the Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*) and ordering of resolution actions under the Recovery and Resolution Act.

If legal actions have never previously been taken against a counterparty, then “No legal actions taken” is reported in the data attribute *status of legal proceedings*.

The attendant date is always reported along with the report of the *status of legal proceedings*. A report of the *status of legal proceedings* without the attendant date is not permitted.

Data attribute:	Date of initiation of legal proceedings
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This data attribute captures the date when the information reported in the data attribute *status of legal proceedings* is considered to have been initiated, irrespective of whether the legal proceedings were initiated by the reporting agent or by a third party.

This data attribute is reported whenever a change in the data attribute *status of legal proceedings* is reported for a given counterparty. If the value for a counterparty of the data attribute *status of legal proceedings* has been “No legal actions taken” from the inception date, then “Not applicable” is reported in the data attribute *date of initiation of legal proceedings*.

If the status changes from any other status to “No legal actions taken” (e.g. because the counterparty has recovered following a period where it was under judicial administration), the date of such a change is reported in the data attribute *date of initiation of legal proceedings*. If the latter date is before the first reporting reference date, “Not applicable” is reported in this data attribute.

Data attribute:	Enterprise size
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This data attribute classifies counterparties which are enterprises by size.

Enterprises are classified by size in accordance with the Annex to Commission Recommendation 2003/361/EC.

Classification is based on Article 2 of the Annex to this Recommendation, which states the following.

1. The category of micro, small and medium-sized enterprises (SMEs) is made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding €50 million, and/or an annual balance sheet total not exceeding €43 million.
2. Within the SME category, a small enterprise is defined as an enterprise which employs fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed €10 million.
3. Within the SME category, a microenterprise is defined as an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed €2 million.

In addition to Article 2 of Commission Recommendation 2003/361/EC, preamble 4 of said Recommendation states the following.

1. The criterion of staff numbers must be observed as the main criterion.
2. Only in conjunction with a financial criterion is it possible to grasp the real scale and performance of an enterprise. Thus the turnover criterion should be combined with that of the balance sheet total.
3. Preamble 4 refers furthermore to “the possibility of either of these two criteria being exceeded”. Therefore, for an enterprise to be classified in the lower size category in each case, the criterion of staff numbers must be met either in conjunction with annual turnover OR annual balance sheet total.
4. Furthermore, links to other enterprises should be considered when calculating staff numbers and the financial ceiling.

The basis for the data to be used is governed by Article 4 of the Annex to this Recommendation, which states the following.

Data used for the staff headcount and the financial amounts and reference period

(1) The data to apply to the headcount of staff and the financial amounts are those relating to the latest approved accounting period and calculated on an annual basis. They are taken into account from the date of closure of the accounts. The amount selected for the turnover is calculated excluding value added tax (VAT) and other indirect taxes.

(2) Where, at the date of closure of the accounts, an enterprise finds that, on an annual basis, it has exceeded or fallen below the headcount or financial ceilings stated in Article 2, this will not result in the loss or acquisition of the status of medium-sized, small or microenterprise unless those ceilings are exceeded over two consecutive accounting periods.

(3) In the case of newly established enterprises whose accounts have not yet been approved, the data to apply are to be derived from a *bona fide* estimate made in the course of the financial year.

If there are insufficient data to determine the data attribute *enterprise size*, the value “Not applicable” should be reported. See also Part IV 2 (e) Specific reporting requirements for certain types of counterparty for further cases where the value “Not applicable” should be reported for the data attribute *enterprise size*.

For the *number of employees*, *balance sheet total* and *annual turnover* data attributes, the values to be given here are those relating to the individual enterprise (level of the legal entity, i.e. the entire AG, GmbH, etc. including all branches), not group figures. This is also the case where, for groups, the enterprise size classification follows Commission Recommendation 2003/361/EC based on group

figures. If only group figures are available, “Not applicable” is reported for the individual enterprise in these data attributes.

The attendant date is always reported along with the report of the *enterprise size*. A report of the *enterprise size* without the attendant date is not permitted.

Data attribute: **Date of enterprise size**

The *date of enterprise size* is always the date to which the value provided in *number of employees*, *balance sheet total* and *annual turnover* refers. As a rule, the end of the financial year (usually the month-end date) should be reported. This date may not be a future date at the time at which data are reported. Enterprise size data should be updated if, for instance, the bank receives new information in connection with a loan rollover or upon disclosure of financial circumstances.

If the value “Not applicable” is reported for the data attribute *enterprise size*, the value “Not applicable” is also reported for the data attribute *date of enterprise size*.

Data attribute: **Number of employees**

This data attribute represents the staff headcount of a counterparty (a non-negative number) and is defined as the number of employees working for the counterparty pursuant to Article 5 of the Annex to Commission Recommendation 2003/361/EC. This states the following:

The headcount corresponds to the number of annual work units (AWU), i.e. the number of persons who worked full-time within the enterprise in question or on its behalf during the entire reference year under consideration. The work of persons who have not worked the full year, the work of those who have worked part-time, regardless of duration, and the work of seasonal workers are counted as fractions of AWU. The staff consists of:

- (a) employees;
- (b) persons working for the enterprise being subordinated to it and deemed to be employees under national law;
- (c) owner-managers;
- (d) partners engaging in a regular activity in the enterprise and benefiting from financial advantages from the enterprise.

Apprentices or students engaged in vocational training with an apprenticeship or vocational training contract are not included as staff. The duration of maternity or parental leaves is not counted.

This data attribute is updated whenever the reporting agent is aware of a change, and at least when a new instrument is issued vis-à-vis the counterparty. A value of “0” should only be reported for this data attribute if it is correct. If no numerical value is correct, the value “Not applicable” should be reported. The number of employees can be ascertained from publicly available sources, among other things, or collected from the counterparty as part of business operations.

The values to be given here are those relating to the individual enterprise (level of the legal entity, i.e. the entire AG, GmbH, etc., including all branches), not group figures. This is also the case where, for groups, the enterprise size classification follows Commission Recommendation 2003/361/EC based on group figures. If only group figures are available, “Not applicable” is reported for the individual enterprise in these data attributes.

Data attribute:

Balance sheet total

This data attribute measures the balance sheet of the counterparty. The values to be given here are those relating to the individual enterprise (level of the legal entity, i.e. the entire AG, GmbH, etc., including all branches), not group figures. This is also the case where, for groups, the enterprise size classification follows Commission Recommendation 2003/361/EC based on group figures. If only group figures are available, “Not applicable” is reported for the individual enterprise in these data attributes.

The carrying value of the counterparty’s total assets referring to the latest approved accounting period of the legal entity is reported.

The *balance sheet total* is reported in units of euro. Foreign currency amounts are converted into euro at the respective ESCB euro foreign exchange reference rate. The exchange rate used here is the one applicable on the date to which the stated *balance sheet total* refers (typically a year-end date on which the financial statements are prepared).

See Part III, “Conversion of amounts in foreign currency”.

This data attribute is updated whenever the reporting agent is aware of a change, and at least when a new instrument is issued vis-à-vis the counterparty.

For the data attribute, report “0” only if this is true, i.e. an accounting entity reports a balance sheet total of 0 as at the reporting reference date in question. If no numerical value is appropriate, report “Not applicable”. The annual turnover can be ascertained from publicly available sources, for instance, or collected from the counterparty as part of business operations.

Data attribute:

Annual turnover

The annual sales volume net of all discounts and sales taxes of the counterparty in accordance with Commission Recommendation 2003/361/EC is to be reported here. It is equivalent to the concept of “total annual sales” in Article 153(4) of CRR. *Annual turnover* refers to the whole legal entity, including foreign branches (if any), but not group figures. This is also the case where, for groups, the enterprise size classification follows Commission Recommendation 2003/361/EC based on group figures. If only group figures are available, “Not applicable” is reported for the individual enterprise in these data attributes.

Annual turnover is reported in units of euro. Foreign currency amounts are converted into euro at the respective ESCB euro foreign exchange reference rate. The exchange rate used here is the one applicable on the date to which the stated *annual turnover* refers (typically a year-end date on which the financial statements are prepared).

See Part III, “Conversion of amounts in foreign currency”.

This data attribute is updated whenever the reporting agent is aware of a change, and at least when a new instrument is issued vis-à-vis the counterparty.

Banks and reinsurers are required to report the production value instead of annual turnover. In line with Commission Implementing Regulation (EC) No 250/2009 concerning structural business statistics, the definition is as follows.

Banks:

- Net interest income
- + current income from shares and other variable-yield securities
- + commissions receivable
- + net profit or loss on transactions in securities included in the trading portfolio
- + other operating income

Insurers: Total of gross direct premiums written and gross insurance premiums accepted

For the data attribute, report “0” only if this is true, i.e. an accounting entity reports annual turnover of 0 during the business period in question. If no numerical value is appropriate, report “Not applicable”. The same applies if the reporting agent is able to determine the annual turnover from public sources or request the data from the counterparty as part of its business operations.

Data attribute:

Accounting standard

AnaCredit data should be prepared and reported in accordance with the accounting standard applied by the observed agent’s legal entity. If the reporting agent is subject to Regulation (EU) 2015/534 (ECB/2015/13) (hereinafter: FINREP Regulation), the data are reported in accordance with the International Financial Reporting Standards (hereinafter: IFRS) or in accordance with national generally accepted accounting principles (generally referred to as national GAAP) applied to fulfil the requirements under the FINREP Regulation by the observed agent’s legal entity. If the reporting agent is not subject to this Regulation and both accounting standards (IFRS and national GAAP) are used, the Bundesbank would prefer reports prepared using national GAAP, i.e. accounting pursuant to the German Commercial Code (*Handelsgesetzbuch*) and the Regulation on the Accounting of Credit Institutions (*Verordnung über die Rechnungslegung der Kreditinstitute und Finanzdienstleistungsinstitute*) for German reporting agents. The accounting standard is to be defined at the level of the legal entity (for itself and all of its observed agents) and disclosed at the level of the reporting agent (see the *Counterparty reference data* reporting template). The legal entity is the reporting agent in most cases, except in the case of foreign branches in Germany which have to report to the Bundesbank.

Exception 1: There are institutions that prepare their internal accounting using IFRS, and create reconciliation accounts using the Commercial Code/Regulation on the Accounting of Credit Institutions only for “aggregated” reports. In this case, there would be an aggregate reconciliation only and no current individual data prepared using the Commercial Code. To keep the reporting burden low, the Bundesbank accepts AnaCredit reports using IFRS in such cases.

Exception 2: For branches of foreign banks in Germany whose head office is domiciled in a reporting Member State, the accounting standard applied by the foreign legal entity must similarly be used. In the

event the foreign head office of the branch located in Germany is domiciled outside of the reporting Member States, the German branch is governed by the accounting standard it applies in Germany and not the accounting standard of its foreign legal entity. For units in Germany, this would regularly be “1 – National GAAP not consistent with IFRS”, i.e. according to the HGB / RechKredV.

If there is a change in the accounting standard, a separate informal email must be sent to anacredit-stammdaten@bundesbank.de.

5. Data attributes of the reporting template for *credit data*

5.1 *Instrument dataset*

Data attribute:	Contract identifier
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See “Identifiers”.

Data attribute:	Instrument identifier
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See “Identifiers”.

Data attribute:	Type of instrument
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One of the specified instrument categories is to be given in this data attribute. The types of instruments listed below encompass only those instruments that fall under the reporting requirements.

In the context of AnaCredit, only the following types of instruments are considered to be revolving:

- current accounts with an agreed credit limit (classified as an “overdraft” within the meaning of the AnaCredit Regulation);
- “credit card debt”;
- “revolving credit other than overdrafts and credit card debt”.

All other instruments listed under *type of instrument* are not considered to be revolving instruments. This also includes “credit lines other than revolving credit”.

Classification of instruments to different types of instrument is based on each instrument’s inherent characteristics. “Deposits other than reverse repurchase agreements” are the only exception. For this type of instrument, the *institutional sector* of the debtor should also be taken into account.

Deposits other than reverse repurchase agreements

This is a subtotal of item HV11/020 or HV11/060 and any sub-items e.g. in Annex A1 of the monthly balance sheet statistics.

In this context, the term “deposits” means loans to other monetary financial institutions (MFIs). In other words, the observed agent places a deposit with another credit institution, which equates to lending in economic terms. The *type of instrument* “Deposits other than reverse repurchase agreements” therefore refers to all types of deposits or loans (with the exception of those which meet the definition of “reverse repurchase agreements” in accordance with Part 2 paragraphs 85(e), 183 and 184 of Annex V to the amended ITS) where the debtor is an MFI, i.e. a central bank, a credit institution, a financial intermediary other than a credit institution or a money market fund. This also applies to securities firms which conduct business as defined in both Article 4(1)(1)(a) and Article 4(1)(1)(b) of the amended CRR⁶⁹ and are therefore classified as “MFI credit institutions” in accordance with *institutional sector* S 122.

Nostro accounts as well as balances held with central banks fall under this type of instrument. The reporting obligation for nostro accounts lies with the institution which reports a claim on the partner institution at the reporting reference date. In the event of a renewed reporting obligation, the *contract identifier* and *instrument identifier* reported as at an earlier reporting reference date can be retained.

“Deposits other than reverse repurchase agreements” also include cash collateral posted by the observed agent, on the condition that the counterparty is an MFI. Otherwise, cash collateral should be reported as “other loans”.

Cash collateral also includes repayable margin payments (initial margins) in the form of deposits related to financial derivatives, pursuant to Annex A number 5.220 letter (c) of ESA 2010. A margin payment is considered repayable if ownership of it remains with the counterparty making the margin payment. However, non-repayable margin payments, reducing or eliminating the asset/liability positions which may emerge during the life of the contract, do not have to be reported.

Reverse repurchase agreements cannot be reported in this item.
See “Reverse repurchase agreements”.

Non-negotiable debt securities where the debtor is an MFI should be reported as “other loans”.

Overdraft

Overdrafts are debit balances on current accounts.

See “Overdrafts” and “Revolving credit”, “General guidelines”, “III General reporting rules and other explanatory notes”.

All current accounts with an agreed credit limit should also be reported as overdrafts, irrespective of whether amounts were drawn or not.

“Overdrafts” are a subtotal of item HV11/060 or HV11/070 and any sub-items e.g. in Annexes A1, B1, B3, B4, B5, B6 and B7 of the monthly balance sheet statistics. Specifically, column 01 of Annex B7 is relevant.

⁶⁹ Pursuant to Article 62 of Regulation (EU) No 2019/2033 of the European Parliament and of the Council of 27 November 2019.

Debit balances on current accounts of MFIs are not overdrafts, but should be reported as “deposits other than reverse repurchase agreements”.

“Overdrafts” and “revolving credit other than overdrafts and credit card debt” differ in that “overdrafts” can only arise on a current account. Other credit limits also of a revolving nature but which are not assigned to a current account are treated as “revolving credit other than overdrafts and credit card debt”.⁷⁰

A distinction should be made between these two cases:

- current accounts with a credit limit;
- current accounts with no credit limit.

(a) Current accounts with an agreed credit limit

The reporting of current accounts with an agreed credit limit is triggered by the existence of the credit limit, irrespective of whether the balance on the current account is debit or credit. However, the credit balance is set to 0 (zero) when reported to AnaCredit.

Current accounts with a credit limit are a banking product (of a revolving nature) that enables the debtor to draw funds directly from the current account up to the specified credit limit amount.

The total debit balance outstanding on a current account with a credit limit is reported, irrespective of whether or not the specified credit limit has been exceeded, in the data attribute *outstanding nominal amount*.

Funds that can still be drawn in addition to the outstanding nominal amount, so that the credit limit is not exceeded, are reported as the data attribute *off-balance-sheet amount*. If the *outstanding nominal amount* exceeds the instrument’s credit limit, the *off-balance-sheet amount* is reported as 0.

The *commitment amount at inception* for debit balances on current accounts with a credit limit is the credit limit as at the *inception date*.

(b) Current accounts with no agreed credit limit

Unlike current accounts with a credit limit, current accounts with no agreed credit limit only have to be reported to AnaCredit if they have a debit balance on the reporting reference date. The reporting obligation is cancelled for these instruments if the debit balance is balanced. If instruments have a debit balance again, they should be reported again; in this case, previously reported *contract identifiers* and *instrument identifiers* can be retained.

Overdrafts without prior arrangement typically arise without a specific credit contract being created.

The debit balance on a current account with no agreed credit limit is reported as the *outstanding nominal amount*. As no credit limit exists as such, the *off-balance-sheet amount* is reported as “Not applicable”

⁷⁰ While the terms “overdrafts” and “revolving credit” can be used as synonyms for purposes of the monthly balance sheet statistics, AnaCredit makes a distinction between the two as far as content is concerned.

because by definition there is no amount that could be additionally drawn by or disbursed to the debtor vis-à-vis the instrument without changing the contract.

The *commitment amount at inception* for debit balances on current accounts with no credit limit is reported as “Not applicable”. The *legal final maturity date* is also reported as “Not applicable”. The *inception date* equals the *settlement date*. This is the day on which a debit balance arose on the account either for the first time or after the account has been balanced in full. If current accounts with no agreed credit limit fall under the reporting requirement again, the data attributes *inception date* and *settlement date* should be set to the date of the renewed overdraft accordingly.

(c) Setting up new credit limits or deleting existing ones

Setting up new credit limits or deleting existing ones creates new instruments. These should be presented as new combinations of *contract identifier* and *instrument identifier*.

Where new credit limits are set up for current accounts with no credit limit agreed to date, previously reported instruments expire and the new instruments should be reported as new business.

Where existing credit limits are deleted, the new accounts with no credit limit only have to be reported if they have a debit balance on the reporting reference date. These should be reported with new combinations of *contract identifier* and *instrument identifier*. The reporting obligation for the old accounts with a credit limit expires.

Credit card debt

Credit card debt includes “convenience” and “extended” credit card debt.

See “Credit card credit”, “General guidelines”, “III General reporting rules and other explanatory notes”.

“Credit card debt” is a subtotal of item HV11/060 or HV11/070 and any sub-items e.g. in Annexes A1, B1, B3, B4, B5, B6 and B7 of the monthly balance sheet statistics. Specifically, columns 02 and 03 of Annex B7 are relevant. AnaCredit does not distinguish between credit granted via cards providing convenience credit and cards providing convenience credit and extended credit.

Credit card debt is generally considered to be a revolving credit instrument where funds can be repeatedly repaid and drawn up to an agreed credit limit.

The balance outstanding under this instrument is reported in the data attribute *outstanding nominal amount*. Funds that can still be drawn under this instrument, on top of the *outstanding nominal amount*, so that the credit limit is not exceeded, are to be reported as the data attribute *off-balance-sheet amount*. If the *outstanding nominal amount* reaches or exceeds the credit limit of the instrument, the *off-balance-sheet amount* to be reported is 0.

The debtor of a credit card debt is the entity liable to eventually repay the amounts outstanding on the credit card account in accordance with the credit contract, which not necessarily coincides with the cardholder – for example, in the case of company credit cards, it is typically the company that is liable for the debt as opposed to the person who holds the credit card.

Revolving credit other than overdrafts and credit card debt

This is credit that has the following features:

- (a) the debtor may use or withdraw funds up to a pre-approved credit limit without giving prior notice to the creditor;
- (b) the amount of available credit can increase and decrease as funds are borrowed and repaid;
- (c) the credit may be used repeatedly;
- (d) it is not credit card debt or overdrafts.

See “Revolving credit”, “General guidelines”, “III General reporting rules and other explanatory notes”.

This is a subtotal of item HV11/060 or HV11/070 and any sub-items e.g. in Annexes A1, B1, B3, B4, B5, B6 and B7 of the monthly balance sheet statistics. Specifically, column 01 of Annex B7 is relevant. The distinction between “overdrafts” and “revolving credit other than overdrafts and credit card debt” is noted in “Overdraft” above.

Credit lines other than revolving credit

This is credit that has the following features:

- (a) the debtor may use or withdraw funds up to a pre-approved credit limit without giving prior notice to the creditor;
- (b) the credit may be used in a lump sum or in tranches;
- (c) it is not revolving credit, credit card debt or overdrafts.

“Credit lines other than revolving credit” are instruments which are not of a revolving nature, i.e. the amount of available credit can only decrease as funds are drawn, and repaying funds does not increase the available amounts.

“Credit lines other than revolving credit” involve a credit limit, i.e. the maximum debit balance which is allowed to stand on the instrument’s account. The debtor may receive the maximum debit balance in one amount or by instalments (or tranches).

Funds that can still be drawn under this type of instrument are reported in the data attribute *off-balance-sheet amount*.⁷¹ If the total available credit has been completely drawn, either in one amount or by instalments, the *off-balance-sheet amount* is reported as 0.

“Credit lines other than revolving credit” include, for example, non-revolving credit granted on the basis of pledged trade receivables. Similarly, a non-revolving credit granted to finance projects is typically classified as “credit lines other than revolving credit”, even when the disbursement of funds for projects depends on the progress of the project. A housing loan with disbursements that depend on the progress of construction or the object finance (property) should also be reported as “credit lines other than revolving credit”. Criterion (a) of the above definition (the debtor may use funds without giving prior

⁷¹ According to asset category 2.1 (c) in Annex II, Part 2 of the ECB Regulation concerning the balance sheet of the monetary financial institutions sector, “amounts available through a line of credit that have not been withdrawn or have already been repaid are not to be considered under any balance sheet item category”. Instead, undrawn portions of the credit line are contained in item HV21/390 “Irrevocable lending commitments”. See “General guidelines”, “II Maturity classification”, paragraph 5; see also “General guidelines”, “III General reporting rules and other explanatory notes”, “Revolving credit”; see also “General guidelines”, “III General reporting rules and other explanatory notes”, “Overdrafts”. See also the explanatory notes to item HV11/071 “Loans and advances to non-banks (non-MFIs)”, paragraph 3; see also Section 26 of the Regulation on the Accounting of Credit Institutions.

notice to the creditor) is deemed to be fulfilled in this case because it is assumed that when the appropriate progress has been made on construction, or upon presentation of concrete purchase documentation for a pre-defined purpose of the credit line (e.g. vehicle registration document), the credit will be disbursed by the creditor without a new credit review, i.e. the creditor cannot prevent disbursement given the appropriate evidence.

Reverse repurchase agreements

See “General guidelines”, “III General reporting rules and other explanatory notes”.

Reverse repurchase agreements only have to be reported when there is a commitment to reverse the operation and not merely an option to do so.

The *type of instrument* “reverse repurchase agreements” is a subtotal of item HV11/060 or HV11/070 and any sub-items e.g. in Annexes A1, B1, B3, B4, B5 and B6 of the monthly balance sheet statistics. Specifically, rows 115, 116, 122 and 124 of Annex A1, rows 115 and 423 of Annex B1, row 115 of Annex B3 and column 09 in Annexes B1 and B3 are relevant.

For AnaCredit purposes, “reverse repurchase agreements” include securities lending against cash collateral. This entails amounts loaned out as cash collateral in exchange for securities. In securities lending transactions, the counterparty receiving the assets is always under a commitment to return the securities, just like the transferee in a repurchase agreement with a commitment to reverse the operation.

Whether a given “reverse repurchase agreement” relates to securities or other financial assets is made explicit on the basis of the protection item linked to the instrument as reported in the *instrument-protection received dataset* and in the *protection received dataset*. The assets underlying the reverse repo transaction are recorded as protection in the *protection received dataset*. If the assets are securities, the *type of protection* is reported as “securities”. The debtor is reported as the protection provider.

The counterparty receiving the assets (the observed agent) is the instrument’s creditor, whereas the counterparty receiving the loan is the instrument’s debtor.

As discussed in the data attribute *outstanding nominal amount*, when reverse repurchase agreements are reported, any netting agreements are left out of consideration.

The *off-balance-sheet amount* for “reverse repurchase agreements” is reported as “Not applicable”.

Forward-starting reverse repurchase agreements, in which no cash has yet been loaned out, are not subject to reporting to AnaCredit until the cash is actually loaned out.

As regards the reporting of a pool of assets (as opposed to a single asset) exchanged under a reverse repurchase agreement in the *protection received dataset*, they may be reported at the pool level or at the individual asset level, depending on the valuation approach applied by the observed agent.

Trade receivables

Pursuant to Part 2 paragraph 85 (c) of Annex V to the amended ITS, the type of instrument “trade receivables” includes loans to other debtors granted on the basis of bills or other documents that give the right to receive the proceeds of transactions for the sale of goods or provision of services. This item includes all factoring transactions (both with and without recourse) as well as forfaiting and discounting of invoices, bills of exchange, commercial papers and other claims on the condition that the credit institution buys the trade receivables.

See “Factoring”, “General guidelines”, “III General reporting rules and other explanatory notes”.

“Trade receivables from own trading in goods” by observed agents are not reported if they are not based on loans.

The type of instrument “trade receivables” is distinguished from financing against trade receivables. While “trade receivables” means purchasing trade receivables (the factoring client sells the trade receivables), in financing against trade receivables the credit institutions typically advance funds against a pool of receivables which serve as protection. In other words, financing against trade receivables is an instance of credit that involves the use of the trade receivables as protection for the credit.

Where a credit institution provides financing against trade receivables – i.e. the trade receivable is merely pledged but not purchased – the type of instrument reported to AnaCredit for this financing would not be “trade receivables”.

Some instruments that meet the definition of “trade receivables” can be designed as credit lines that are replenished when the debtor makes repayments. Such instruments should nonetheless be reported as “trade receivables” and not as revolving credit other than overdrafts and credit card debt.

For instruments comprising purchased trade receivables (e.g. factoring transactions), the outstanding amount net of any accrued interest is reported in the data attribute *outstanding nominal amount*.

The *off-balance-sheet amount* of these instruments is typically reported as “Not applicable”.⁷²

In the case of factoring transactions with recourse, the *commitment amount at inception* is the nominal amount of the claims purchased by the credit institution. For factoring transactions without recourse, on the other hand, the value of the *commitment amount at inception* is reported as “Not applicable” and the debtor of the receivables sold is reported as the debtor.

Financial leases

Financial leases are defined as in Annex A numbers 5.134 to 5.135 of ESA 2010.

A financial lease is a contract under which the lessor as legal owner of an asset conveys the risks and benefits of ownership of the asset to the lessee. Under a financial lease, the lessor is deemed to make, to the lessee, a loan with which the lessee acquires the asset. Thereafter the leased asset is shown on the balance sheet of the lessee and not the lessor; the corresponding loan is shown as an asset of the lessor and a liability of the lessee.

⁷² Where instruments meeting the definition of trade receivables are designed as (revolving or non-revolving) credit lines, an amount should be reported as an *off-balance-sheet amount*.

Financial leases may be distinguished from other kinds of leases because the risks and benefits of ownership are transferred from the legal owner of the good to the user of the good.

“Financial leases” correspond to asset category 2.1 (f) in Annex II, Part 2 of the Regulation concerning the balance sheet of the monetary financial institutions sector, and are thus a subtotal of item HV11/071 and any sub-items e.g. in Annexes B1, B3, B4, B5 and B6 of the monthly balance sheet statistics.

See also “General guidelines”, “III General reporting rules and other explanatory notes”.

See also explanatory notes on item HV11/071, paragraph 2 of the monthly balance sheet statistics.

The “financial leases” type of instrument applies to all instruments which meet the definition as set out in ESA 2010, irrespective of whether the debtor has the right to acquire possession of the asset at the end of the lease period. The economic view of these transactions is the deciding factor. If the lease is a substitute for the granting of instalment credit, leases should be reported to AnaCredit as “financial leases”.

The lessor is recorded as the creditor to the instrument whereas the lessee is the debtor to the instrument.

The leased asset is usually used as protection. If this is the case, the asset is recorded as protection in the *protection received dataset* and the appropriate *type of protection* is assigned to it. The holder of the asset is reported as the protection provider.

Operating leases (being such from the perspective of the lessee) are not subject to AnaCredit reporting at the current stage, although the transaction could be regarded as a financial lease⁷³ from the perspective of the lessor.

Other loans

The type of instrument “other loans” includes all loans and advances as well as bills not included in any of the above categories.

In the monthly balance sheet statistics, this corresponds to the non-negotiable paper within item HV11/040, item HV11/050 and the loans not yet recognised within items HV11/060 and HV11/070 alongside any sub-items e.g. in Annexes A1, B1, B3, B4, B5 and B6.

“Other loans” also include non-negotiable debt securities and borrower’s note loans (“*Schuldscheindarlehen*”).

See “Guidelines on the individual items on the main template” of the monthly balance sheet statistics, items 061 and 071.

Any instruments classified as “other loans” are considered to be of a non-revolving nature (as otherwise they would be classified as either “overdrafts” (i.e. current accounts with credit limits), “credit card debt” or “revolving credit other than overdrafts and credit card debt”).

This type of instrument includes lump-sum credits (where the total credit is paid out in one instalment). These include

⁷³ This is the case if the lessor maintains a contract with a third party (not the lessee) under which this third party irrevocably commits to acquire the rented asset if the lessee fails to do so.

- Loans arising from off-balance-sheet transactions which were converted into on-balance-sheet exposures and do not meet the criteria of any other type of instrument, e.g. outstanding balances stemming from credits as a result of called and paid guarantees. If, for example, a guarantee given by the observed agent is called by the debtor and payment is then demanded by a third party – the beneficiary of the guarantee – (observed agent makes the guarantee payment), a new instrument is created which has to be reported to AnaCredit.
- Amounts due as a result of unsettled transactions in securities or similar, provided they are not reported as “overdrafts” or any other *type of instrument*.⁷⁴
- Cash collateral posted by the observed agent, provided the counterparty is not an MFI; see “deposits other than reverse repurchase agreements”.
- Bills of exchange. Reporting of bills of exchange to AnaCredit is based on the drawee’s liability; see items A1/100/07 and B1/500/06 “Bills held” of the monthly balance sheet statistics. The drawee of the bill of exchange should be reported as the debtor.

The category “other loans” does not include

- Operating leases and sale and leaseback agreements.
- Non-revolving credits that are disbursed in two or more instalments, as these are generally considered to be “credit lines other than revolving credit”.

The *off-balance-sheet amount* for “other loans” is reported as “Not applicable”.

Instruments which can inherently possess an *off-balance-sheet amount* are to be assigned to other categories such as “credit lines other than revolving credits”. To that extent, if an end-of-month date is located between the beginning of the reporting requirement and the disbursement of a loan, the instrument possesses an *off-balance-sheet amount* and is thus not to be reported under the category of “other loans”.

Data attribute:

Amortisation type

This data attribute identifies the amortisation type including principal and interest applying to a particular instrument at the reporting reference date.

One of the following values is reported.

French

Amortisation in which the total amount — principal plus interest — repaid in each instalment is the same.

German

Amortisation in which the first instalment is interest-only and the remaining instalments are constant (including capital amortisation and interest).

Fixed amortisation schedule

Amortisation in which the principal amount repaid in each instalment is the same.

⁷⁴ These only have to be reported to AnaCredit if they are recorded in item HV11/061 “Loans and advances to banks (MFIs)” or HV11/071 “Loans and advances to non-banks (non-MFIs)” in the monthly balance sheet statistics.

Bullet

Amortisation in which the full principal amount is repaid in the last instalment.

Other

Other amortisation types not included in any of the categories listed above. This concerns, in particular, instruments for which no amortisation schedule exists, such as overdrafts with no agreed credit limit.

Data attribute:	Currency
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The data attribute *currency* identifies the currency in which the instrument is denominated, even if it is not settled in this currency. The currency is to be reported in line with the ISO 4217 standard.

In AnaCredit all instruments are defined such that each instrument can be denominated in only one currency. In the case of credit agreements comprising multiple tranches denominated in different currencies, the individual tranches are reported as individual instruments within a single contract, and the currency reported is the currency in which the instrument is denominated.

Instruments in which both the principal and the interest are indexed to a currency are classified and treated as though they were denominated in that currency.

For instruments denominated in one currency but settled in another currency, the currency is the currency in which the instrument is denominated.

The data attribute *currency* identifies the currency in which the instrument is denominated – not the currency in which the AnaCredit report is made (in AnaCredit all amounts are reported in euro). See Part III, “**Conversion of amounts in foreign currency**”.

Data attribute:	Fiduciary instrument
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See Part III, “Reporting specific instruments”, “Fiduciary loans”

Each instrument is reported either as “fiduciary” or as “non-fiduciary”.

Fiduciary instrument

This value is used if the observed agent is the trustee of the instrument.

Non-fiduciary instrument

This value is used if the observed agent is not the trustee of the instrument. In particular, instruments subject to (traditional) securitisation do not become fiduciary and are to be reported as “non-fiduciary”, unless they have been fiduciary instruments since their origination.

Data attribute:	Inception date
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The data attribute *inception date* refers to the date of the legal contract which led to the creation of the instrument.

This is the date on which the contract which gives rise to the instrument becomes binding. In this connection, it should be noted that, although the information is provided at the level of an instrument, it generally means the date on which the contract that gives rise to the instrument is originated.

The reported *inception date* does not change for an existing instrument, even if an amendment is made to the contract which has given rise to the instrument (for instance, if the credit limit of an instrument is increased or decreased, or there is a temporary suspension of repayment), and the amendment date is reported in such cases under the data attribute *date of the forbearance and renegotiation status*. Consider, for example, instruments where the initial contract is modified and the running instruments are adjusted accordingly, rather than a new contract being created and new instruments being issued to replace the existing ones.

This should be clearly differentiated from roll-overs or restructuring, when the existing contract is superseded by a new contract. In such cases, the new instrument that arises under the new contract is entered as a new record in the *instrument dataset* and the *inception date on which the new contract was made* is the date reported.

The contract may also indicate a future date T+1 on which the instrument will be conceived, in which case, at the moment T+1 when the instrument becomes relevant for reporting, the date T on which the contract was signed is considered as the date when the responsibilities became binding.

Loan acquisitions in which the economic transfer of the instrument takes place from a transferor to the observed agent, achieved either by transfer of ownership or by sub-participation, do not affect the *inception date* of the instrument.

For overdrafts with no agreed credit limit, the *inception date* equals the *settlement date*. It is the day on which the debit balance (as outstanding on the reporting reference date) arose.

Data attribute:	End date of interest-only period
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The date reported here is that on which the interest-only period ends.

For interest-only instruments where, for a set term, the debtor is enabled to pay only the interest on the principal balance, the date reported in this field is the date on which the interest-only period ends and beyond which the debtor is obliged to repay the principal balance. Even if the interest-only period end date has been reached, the original value of the end date is reported unchanged in this field.

For bullet loans (*amortisation type*: "bullet"), the *end date of interest-only period* equals the *legal final maturity date*.

For instruments which are not interest-only instruments, the value "Not applicable" is reported.

Data attribute: **Interest rate cap**

This data attribute describes the maximum value for the interest rate charged. The interest rate cap is the maximum annual nominal interest rate that can be charged on the *outstanding nominal amount* (or parts thereof). Only contractually agreed caps are taken into account in this data attribute.

In the case of instruments without an interest rate cap, the value “Not applicable” is reported.

Data attribute: **Interest rate floor**

This data attribute indicates the minimum value for the interest rate charged. The interest rate floor is the minimum annual nominal interest rate that can be charged on the *outstanding nominal amount* (or parts thereof). Only contractually agreed floors are taken into account in this data attribute.

In the case of instruments without an interest rate floor, the value “Not applicable” is reported.

Data attribute: **Interest rate reset frequency**

This data attribute indicates the frequency at which the interest rate is reset after the initial fixed-rate period, if any.

One of the following values is reported.

Overnight

Instrument with a contractual agreement to change the interest rate on a daily basis.

Monthly/quarterly/semi-annually/annually

Instrument with a contractual agreement to change the interest rate on a monthly/quarterly/semi-annual/annual basis.

At creditor discretion

Instrument with a contractual agreement by which the creditor has the right to establish the interest rate reset date.

Other frequency

Instrument with a contractual agreement to change the interest rate at a frequency other than any of the frequencies listed above.

Not applicable

This value is reported for instruments which do not include a contractual agreement to change the interest rate, including instruments whose interest rate type is fixed and overnight loans (one-day loans).

An instrument with a mixed interest rate is reported as “Not applicable” during the period of time for which it has a fixed interest rate and with the corresponding value during the period of time for which it has a variable interest rate.

Data attribute:	Interest rate spread/margin
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This data attribute identifies the margin or spread which is added to the reference rate to calculate the annual nominal interest rate. The contractual arrangements apply here.

The value to be reported for the *interest rate spread/margin* is the difference between the applied nominal interest rate and the reference rate per annum. Unlike the *interest rate* data attribute, only the nominal interest rate is looked at here.

The interest rate spread/margin is reported with a negative sign if the applied nominal interest rate is lower than the reference rate.

If no interest rate spread/margin is applied, the value “Not applicable” is reported.

Data attribute:	Interest rate type
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The data attribute *interest rate type* identifies the applicable interest rate type for the lifetime of the instrument. The definition of the term “fixed interest rate” in the credit data statistics (AnaCredit) differs from its definition in the Regulation on the Accounting of Credit Institutions.

One of the following values is reported.

Fixed

There are only constant rates during the life of the exposure with all the interest rates during the life of the exposure being set at inception of the exposure. There may be more than one constant interest rate to be applied at different periods during the life of the exposure. This applies, for example, to loans with a constant interest rate during the initial fixed-rate period, which then changes to a different interest rate, which is still constant, and which was known at the inception of the exposure.

If a fixed interest rate instrument has the option of being renegotiated within a foreseeable period for the purpose of determining a new fixed interest rate, such an instrument is considered to have a fixed *interest rate type*, irrespective of whether it is possible to change the rate of interest.

Variable

During the life of the exposure there are only interest rates based on the evolution of another variable (the *reference rate*), with the interest rate applying to the whole exposure.

Mixed

A loan where for limited periods of time both fixed and variable interest rates interchange can be classified as a mixed interest rate loan.

The *interest rate type* can be changed during the lifetime of an instrument by amending the contract under which the instrument is created. The change is reported to AnaCredit accordingly. However, an instrument classified at the *inception date* as “mixed interest rate” does not change later to a “fixed” or “variable” interest rate when the interest rate of the loan changes from fixed to variable or vice versa.

If an interest rate is to be reported for an instrument, always report one of the three above-mentioned values. If no interest rate is applicable to an instrument and, as a result, no interest rate type is assigned, the value “Not applicable” is reported. In the case of overdrafts with no agreed credit limit, the value “Not applicable” is reported unless an interest rate type was assigned when the debit balance arose, in accordance with the contract set by the creditor. For trade receivables where the interest rate is reported as “Not applicable” (see *interest rate*), this value is accordingly also reported in the data attribute *interest rate type*.

Data attribute:	Legal final maturity date
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This is the contractual maturity date of the instrument, taking into account any agreements amending initial contracts.

The *legal final maturity date* is the date by which any funds drawn under the instrument are contractually to be ultimately paid or repaid and any undrawn funds can no longer be drawn.

Certain instruments have no *legal final maturity date* defined in the contract owing to the fact that the instruments are of a perpetual nature or have an embedded optionality. Therefore, for instruments with no maturity date, the value “Not applicable” is reported.

For any debit balances on current accounts with no credit limit, the value “Not applicable” is generally reported as the *legal final maturity date*. The value “Not applicable” is also reported for instruments repayable on demand or at short notice, unless a *legal final maturity date* is specified for such instruments.

The *legal final maturity date* does not determine the final reporting of an instrument to AnaCredit.

In contrast to the *inception date*, the *legal final maturity date* may change over the lifetime of an instrument as, by amending the contract, the *legal final maturity date* may be put forward or backward compared with the date originally set. In such cases, the previously reported *legal final maturity date* is updated, and the change is duly flagged in the data attributes *status of forbearance and renegotiation* and *date of the forbearance and renegotiation status*. However, a change in the *legal final maturity date* can only be effected by a change in the contract. In the absence of a contractual change, the *legal final maturity date* is not changed.

Data attribute:	Commitment amount at inception
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The commitment amount on the *inception date* is established during the approval process and is intended to restrict an observed agent's amount of credit risk to a given counterparty for the relevant instrument. In calculating the amount, no account is taken of any protection held or other credit enhancements.

The amount reported in this data attribute is the amount committed by the creditor under the instrument. This corresponds to the agreed credit limit (if any) that is contractually agreed between the debtor and the creditor, and above which the debit balances of the instrument/instruments may not rise in accordance with the contract.

For fixed-sum credits, the commitment amount reported is the fixed sum specified in the contract giving rise to the instrument, irrespective of whether the amount is drawn in one amount or by instalments (tranches).

Contractual changes in the commitment amount are not subject to AnaCredit reporting in the sense that the *commitment amount at inception* is not updatable. For example, consider a fixed-sum credit where at inception a commitment amount was contractually agreed but the debtor later decides to adjust this amount downwards. And although the contract is amended accordingly, the change does not trigger any updates of the *commitment amount at inception*. This applies accordingly when a credit limit is changed during the lifetime of an instrument.

In the case of overdrafts with no agreed credit limit, central bank deposits as well as current accounts between banks without an agreed credit limit, the value "Not applicable" is reported.

The *commitment amount at inception* is an amount in euro. Foreign currency amounts are converted at the reference exchange rate applicable on the *inception date*.

See Part III, "Conversion of amounts in foreign currency".

Data attribute:	Payment frequency
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The *payment frequency* is the frequency of the instalments in which the principal and the interest are repaid.

One of the following values is reported.

Monthly/quarterly/semi-annually/annually

If the *payment frequency* is neither "bullet" nor "zero coupon", and the frequency of both the principal payments and the interest payments is monthly or quarterly or semi-annual or annual, then the respective value is reported as *payment frequency*. If the frequencies of principal and interest payments differ but are both regular, then the higher of the two frequencies is reported.

Bullet

Amortisation in which the full principal amount is repaid as one sum at the end of the given term regardless of the interest payment frequency.

Zero coupon

Amortisation in which the full principal amount and interest is repaid in the last instalment. The interest payment may result from the discount.

Other

Other payment frequency not included in any of the categories listed above. The value “other” is reported in particular in the case of debit balances for overdrafts with no credit limit.

Data attribute:

Project finance loan

This data attribute is defined at the instrument level for the purposes of identification of project finance loans. In accordance with Part 2 paragraph 89 of Annex V to the amended ITS, project finance loans are a form of financing where the primary source of repayment is the income generated by the assets being financed. In particular, this includes loans that meet the characteristics of specialised lending exposures as defined in Article 147(8) of CRR. Accordingly, project finance is deemed to be a specialised lending exposure if:

- the loan is granted to an entity which was created specifically to finance or operate physical assets or is an economically comparable loan;
- the contractual arrangements give the creditor a substantial degree of control over the assets and the income that they generate;
- the primary source of repayment of the obligation is the income generated by the assets being financed, rather than the independent capacity of a broader commercial enterprise.

Project finance may take the form of financing the construction of a new capital installation, or refinancing an existing installation, with or without improvements. In such transactions, the creditor is usually paid solely or almost exclusively out of the money generated by the contracts for the facility’s output, such as the electricity sold by a power plant. The debtor is usually a special purpose entity (SPE) that is not permitted to perform any function other than developing, owning and operating the installation. The consequence is that repayment depends primarily on the project’s cash flow and on the collateral value of the project’s assets.

Project finance includes object/asset-based finance if the above conditions are met. In such cases, the financed object is reported as a protection item in the *protection received data*. The *type of protection* to be reported depends on the type of object that is financed by the project finance loan; in most cases, the type of protection is “other physical collateral”.

In principle, all types of instrument can be used for project finance, but project finance loans are usually “credit lines other than revolving credit” or “revolving credit other than overdrafts and credit card debt”.

Finance leases are not project finance loans.

One of the following values is reported.

Project finance loan

Non-project finance loan

Data attribute:

Purpose

This data attribute is for the classification of instruments according to their purpose. As a general rule, the value of the attribute *purpose* refers to the contract running at the reporting reference date. Changes qualify only when the contract is changed.

If the same instrument is used for multiple purposes, the most relevant one, as determined by the reporting agent, is to be reported.

In the case of development loans, the actual *purpose* is reported by the customer's house bank. The development bank reports "other purposes".

One of the following values is reported.

Residential real estate purchase

According to Article 4(1) No 75 of CRR, "residential property" means a residence which is occupied by the owner or the lessee of the residence.

Consequently, the value "residential real estate purchase" is reported for instruments extended for the purpose of purchasing or modernising residential property or investing in residential property, including buildings and refurbishments thereof.

Loans to construction companies for the building of residential property are reported as "construction investment" rather than "residential real estate purchase".

Commercial real estate purchase

Financing of real estate property other than residential property.

The value "commercial real estate purchase" is reported for instruments extended for the purpose of purchasing commercial property or investing in commercial property, including buildings and refurbishments thereof. The value is reported irrespective of whether the instrument used for the purchase of commercial property is secured by the purchased commercial property or whether instruments for commercial property purchase are secured by other forms of assets or whether they are unsecured.

Construction investment

Financing of construction of buildings, infrastructure and industrial facilities.

For instruments extended for the purpose of investing in construction, including the purchase of the land on which the building, infrastructure and industrial facilities are constructed, the value “construction investment” is reported.

As construction investments constitute financing for the purpose of construction, meaning the object does not exist at the time of financing, they are inherently different from the category of “commercial real estate purchase”, which refers to the acquisition/refurbishment of an already existing infrastructure.

Besides financing towards real estate and project finance, construction investment also concerns other construction investments, such as:

- shipping finance;
- aviation finance;
- financing of energy or infrastructure sector on a long-term basis.

Margin lending⁷⁵

This means instruments in which an institution extends credit in connection with the purchase, sale, carrying or trading of securities. Margin lending instruments do not include other loans that are secured by collateral in the form of securities.

Debt financing⁷⁶

Financing of outstanding or maturing debt for the purposes of consolidation. This is understood as the restructuring of multiple existing debts of a debtor to the same creditor with different original purposes. If debtor and creditor agree to renegotiate an existing contract for commercial reasons, the purpose shall be carried over from the old agreement.

Moreover, the original purpose of the financing is maintained in the cases listed below and no longer replaced by the attribute “debt financing”:

- change in the conditions of an instrument, e.g. following forbearance measures;
- extension of an individual expiring credit agreement;
- change of creditor.

Imports

Financing of goods and services (purchases, barter and/or gifts) from non-residents to residents.

Exports

Financing of goods and services (purchases, barter and/or gifts) from residents to non-residents.

For a mixed case where both export and import needs are being addressed, the value “working capital facility” is reported.

Working capital facility

Financing the cash flow management of an organisation.

⁷⁵ “*Lombardkredite*” in the German translation of the AnaCredit Regulation.

⁷⁶ Guidance changed in response to the recommendation by the European Systemic Risk Board of 21 March 2019 has to be taken on board by the 31 December 2020 reporting reference date at the latest in cases where a loan is renegotiated. Revisions to earlier reporting reference dates are not necessary.

Other purposes

For instruments extended for purposes different from any of the purposes listed above, the value “other purposes” is reported. The value “other purposes” is also reported in the case of debit balances for overdrafts which are current accounts with no credit limit.

Data attribute: **Recourse**

This data attribute is for the classification of instruments based on the creditor’s rights to seize assets of the debtor other than any protection pledged to secure the instrument. A distinction is made between:

Recourse

“Recourse” is reported for recourse instruments.

In the case of “trade receivables”, recourse instruments are those where the creditor has the right to collect the debt from the entity that sold the trade receivables to the creditor.

See “Factoring”, “General guidelines”, “III General reporting rules and other explanatory notes”.

Recourse instruments are, furthermore, those where the creditor has the right to seize the debtor’s assets other than any protection pledged to secure the instrument. Such rights may exist *inter alia* by virtue of broad statements of collateral purpose or liability obligations enshrined in general terms and conditions. With a recourse instrument, the debtor is liable for any unpaid debt. If all the collateral has been realised and there is still unpaid debt, the creditor has the right to seize the debtor’s assets other than any protection pledged to secure the instrument in order, for example, to pledge and sell them.

No recourse

For a non-recourse instrument, the value “no recourse” is reported.

If the debtor defaults in the case of an instrument other than trade receivables, the creditor can seize and sell the collateral which is pledged to secure the loan. However, if the collateral sells for less than the debt, the creditor cannot seek that deficiency balance from the debtor.

The loans used in project finance are, in principle, non-recourse loans. In the event that the project defaults, the creditors can use the proceeds out of the received protection for compensation, but have no right to seek compensation beyond the protection received.

Data attribute: **Reference rate**

This is the reference rate used for the calculation of the actual *interest rate*.

This data attribute is for reporting the reference rate code, which is a combination of the reference rate value and maturity value.

The following reference rate values are used:

“EONIA”, “EURIBOR”, “USD LIBOR”, “GBP LIBOR”, “EUR LIBOR”, “JPY LIBOR”, “CHF LIBOR”, “MIBOR”, “€STR”, “SOFR”, “other single reference rates”, “other multiple reference rates”.

The following maturity values are used:

“Overnight”, “one week”, “two weeks”, “three weeks”, “one month”, “two months”, “three months”, “four months”, “five months”, “six months”, “seven months”, “eight months”, “nine months”, “10 months”, “11 months”, “12 months”.

The reference rate code is formed by combining the reference rate value with the maturity value in accordance with the code list.

The following particular points are to be noted.

- In the case of a maturity longer than 12 months, the maturity value “12 months” is reported.
- Single reference rates which are not “EONIA”, “EURIBOR”, “USD LIBOR”, “GBP LIBOR”, “EUR LIBOR”, “JPY LIBOR”, “CHF LIBOR”, “MIBOR”, “€STR” or “SOFR” are registered using the value “other single reference rate”. If a new reference rate is added to the code list, the value for that specific reference rate shall be used from that point in time onwards.
- Instruments using multiple reference rates are registered using the value “other multiple reference rates”.

For instruments with a fixed interest rate, the value “Not applicable” is reported in the data attribute *reference rate*.

Data attribute:	Settlement date
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The *settlement date* is the date on which the conditions specified in the contract are or can be executed for the first time, i.e. the date on which financial instruments are initially exchanged or created.

The *settlement date* of an instrument is the date on which the instrument was used or drawn for the first time after the instrument’s inception date. In that sense, it is the date on which (a part of or all) funds are disbursed.

It should be noted in this connection that the *settlement date* refers to the instrument rather than to the contract on the basis of which the instrument is created. In contrast to the *inception date*, which is specified in the contract, the *settlement date* is instrument-specific based on the actual usage of the terms specified under the contract.

The *settlement date* for the fixed sum credit arrangements is the date of the first pay-out of the amounts, if such pay-outs have already taken place. The *settlement date* for revolving credit instruments (see “Type of instrument”), where the debit balance can be replenished by the debtor, is the first date on which the debtor has drawn on the funds.

The *settlement date* for debit balances on current accounts with no agreed credit limit is the date on which the debit balance (outstanding as at the reporting reference date) arose. In this particular case, the *inception date* and *settlement date* are the same.

In cases where no funds have even been drawn or disbursed under an instrument in the period between the instrument's inception date and the reporting reference date, the *settlement date* is reported as "Not applicable".

Loan acquisitions in which the economic transfer of the instrument takes place from a transferor to the observed agent, achieved either by transfer of ownership or by sub-participation, do not affect the *settlement date* of the instrument.

Data attribute:	Subordinated debt
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This data attribute identifies loans which are subordinated debt.

This attribute is always reported with either of the values below.

Subordinated debt

Subordinated debt instruments provide a subsidiary claim on the issuing institution that can only be exercised after all claims with a higher status have been satisfied. See the guidelines on item HV21/280 of the monthly balance sheet statistics.

The value "subordinated debt" is also reported in the case of partially subordinated amounts.

Non-subordinated debt

The instrument is not a subordinated debt in accordance with the given definition.

Data attribute:	Syndicated contract identifier
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This is an identifier to uniquely identify each syndicated contract. Each syndicated contract will have one *syndicated contract identifier* which will not change over time and cannot be used for any other contract. All of the observed agents use the same *syndicated contract identifier* for one syndicated contract.

The *syndicated contract identifier* can be generated as follows.

- If the lead arranger is an observed agent, it is recommended that the lead arranger generates a *syndicated contract identifier* that the other members of the syndicate also use in their reports. The *syndicated contract identifier* need not necessarily correspond to the identifier used by the lead arranger in the data attribute *contract identifier*.
- If the lead arranger is not an observed agent under AnaCredit, the *syndicated contract identifier* may be a combination of the syndicate leader's BIC⁷⁷ and the *inception date*. The latter is identical for all syndicate members. For example, all the observed agents which are syndicate members of a syndicated loan originated on 5 June 2018, in respect of which the South African credit institution Nedbank acts as lead arranger, report the *syndicated contract identifier* "NEDSZAJJ-05/06/2018" for their respective share of the loan.

⁷⁷ Business Identifier Code (ISO 9362). This code is also referred to as SWIFT-BIC, SWIFT ID or SWIFT code.

If the instrument is not a syndicated loan, the value “Not applicable” is reported.

Data attribute:	Repayment rights
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This data attribute is for the classification of credit exposures according to the creditor’s rights to claim the repayment of the exposure.

One of the following values is reported.

On demand or at short notice

Instruments which are repayable on demand or at short notice at the request of the creditor. These include, for example, balances receivable on demand (call), at short notice (by close of business on the day following that on which the demand was made), overdrafts as well as loans to be repaid by close of business on the day following that on which they were granted, regardless of their legal form. Overnight balances which are receivable by the creditor are reported as “on demand or short notice”. These include cash balances at central banks and other demand deposits.

For overdrafts with no agreed credit limit, the value “on demand or short notice” is reported. Meanwhile, debit balances on current accounts with an agreed credit limit which are not claimed payable on demand or at short notice are reported as “other”. This includes cases where the credit limit is exceeded and where the excess alone may be claimed payable on demand, but the instrument as a whole is not payable on demand.

Generally, if an instrument can be claimed payable at the sole discretion of the creditor then it is reported as “on demand or short notice”.

Other

Instruments subject to repayment rights other than on demand or at short notice are reported as being subject to “other” *repayment rights*.

The data attribute *repayment rights* can be changed only if renegotiation has taken place between the two relevant reporting reference dates. In these cases, it is therefore also necessary to update the data attribute *date of the forbearance and renegotiation status*.

Data attribute:	Fair value changes due to changes in credit risk before purchase
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The data attribute describes the difference between the *outstanding nominal amount* and the purchase price of the instrument on the purchase date. This amount should be reported for instruments purchased for an amount lower than the *outstanding nominal amount* due to credit risk deterioration.

This data attribute is reported for any instrument that was purchased by the creditor holding the instrument at a discount and the discount was due to the instrument’s higher credit risk at the purchase date, irrespective of whether the instrument is still non-performing on the reporting reference date, and irrespective of the accounting portfolio in which the instrument is classified.

The value to be reported is the *outstanding nominal amount* on the purchase date (disregarding any write-offs made up to the purchase date) minus the purchase price. If not readily available, the value to be reported may be replaced by the *outstanding nominal amount* at the purchase date minus the initial accounting recognition amount.

The amount of the *fair value changes due to changes in credit risk before purchase* must be a euro amount greater than zero to clearly indicate the decreased value of the instrument on the purchase date. Foreign currency amounts are converted at the reference exchange rate applicable on the purchase date.

See Part III, “Conversion of amounts in foreign currency”.

In the case of a pool of instruments transferred according to an overall purchase price, the *fair value changes due to changes in credit risk before purchase* are allocated to each instrument in the pool on a pro rata basis.

In the case of instruments which were purchased at a discount by a previous creditor and were later bought by the observed agent – also at a discount – only the latter discount is of relevance for this data attribute.

If the instrument was originated by the observed agent or the instrument was not purchased at a discount due to credit risk, the data attribute is reported as “Not applicable”.

5.2 **Financial dataset**

The information in this dataset is compiled at the level of the instrument.

Data attribute:	Contract identifier
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See “**Identifiers**”.

Data attribute:	Instrument identifier
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See “**Identifiers**”.

Data attribute:

Interest rate

This data attribute is used for stating the annualised agreed rate or the narrowly defined effective rate in accordance with Regulation (EU) No 1072/2013 of the European Central Bank (ECB/2013/34) (referred to in the following as MIR Regulation).

In the MIR Regulation, the annualised agreed rate (AAR) is defined as the interest rate that is individually agreed between the reporting agent and the household or non-financial corporation for a deposit or loan, converted to an annual basis and quoted in percentages per annum. The AAR covers all interest payments on deposits and loans but no further potentially incurred other costs, such as the costs for enquiries, administration, preparation of documents, guarantees and credit insurance.

A disagio, which is defined as the difference between the nominal amount of the loan and amount received by the customer, is considered as an interest payment at the start of the contract (time t_0) and is therefore reflected in the AAR.

If, in specific cases, either no interest rate or a zero interest rate is contractually stipulated and a fee is agreed instead to serve as remuneration/compensation for the provision of credit, this fee shall be used to calculate the interest rate. If other costs, as described above, cannot be isolated from this, they can also be included in the calculation.

The narrowly defined effective rate (NDER) is defined as the interest rate, on an annual basis, that equalises the present value of all commitments other than charges (deposits or loans, payments or repayments, interest payments), future or existing, agreed by the reporting agents and the household or non-financial corporation. The NDER is equivalent to the interest rate component of the annual percentage rate of charge (APRC) as defined in Article 3(i) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC. The NDER uses successive approximation and can therefore be applied to any type of deposit or loan, whereas the AAR is only applicable to deposits and loans with regular capitalisation of interest payments.

Although both definitions refer to loans extended to households and non-financial corporations, this data attribute is reported for all instruments regardless of the sector of the debtor.

More information on the methodology for calculating the interest rate can be found in the Manual on the MFI interest rate statistics.

A distinction is made between instruments that have, on the reporting reference date:

- (a) a positive outstanding amount;
- (b) no outstanding amount.

- (a) Instruments with a positive outstanding amount

In accordance with the provisions governing the MFI interest rate statistics, the interest rate is to be determined as follows:

- If a number of interest rates are used for one instrument, the weighted average interest rate is to be stated in the data attribute *interest rate* taking into consideration the individual outstanding amounts under the instrument on the reporting reference date.
- The weighted average interest rate is the sum of the AAR/NDER, multiplied by the corresponding outstanding amounts and divided by the total outstanding amount.

To that extent, undrawn amounts are not considered for the calculation of the weighted average interest rate.

Thus, in the case of credit card debt for which the *outstanding nominal amount* on the reporting reference date is a convenience credit card credit, the interest rate of 0% is to be reported as "0"; in the case of credit card debt comprising both an extended credit and convenience credit on the reporting reference date, the weighted average of the respective interest rates charged is to be reported.

Similarly, when calculating the *interest rate* for overdrafts, it may be necessary to weight the higher interest rate that is applied when the debit balance exceeds the agreed credit limit and the interest rate for "normal" overdrafts proportionately to the total amount of the overdraft.

(b) Instruments with no outstanding amount

An *interest rate* is also to be stated if no amount is outstanding under the instrument on the reporting reference date. If an instrument has an outstanding amount of zero, the (weighted average) interest rate is to be stated that would apply to the maximum amount (considering the credit limit but disregarding any possibility to exceed the credit limit) that could be outstanding.

In the calculation, no distinction is made between the ordinary interest rate and the penalty interest rate. For instance, if the outstanding amount includes an excess amount above the credit limit and a penalty interest rate is charged on the excess amount, this is included in the calculation of the weighted average interest rate. However, if the penalty is applied in the form of fees or other non-interest components, it is not included in the calculation.

In accordance with the provisions governing the MFI interest rate statistics, penalties in the form of special fees are not considered in the calculation of the AAR/NDER (nor are these fees part of the outstanding amount). However, any unpaid penalties and other unpaid fees are added to the *outstanding nominal amount* as at a reporting reference date, and are therefore accounted for when calculating the outstanding weighted average interest rate.

Regarding the interest rate for loans with step-up/step-down provisions in the case of which the interest rate is increased or decreased when the debtor's credit rating is upgraded above or downgraded below a certain level, the actual interest rate (on the reference date) is reported.

In the case of instruments to which no interest rate is applied, "Not applicable" is reported in the data attribute *interest rate*. In principle, that affects only trade receivables where the debtor of the receivables sold is reported as the debtor (factoring without recourse) unless the contract provides for the calculation of late interest. Credit card receivables or instruments with a disagio are not considered to be interest-free instruments. An interest rate (even 0 if applicable) is therefore always expected for these instruments.

In the event that a value other than "Not applicable" is reported in the data attribute *accrued interest*, a different value than "Not applicable" must likewise be reported in the data attribute *interest rate*.

Data attribute:	Next interest rate reset date
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In this data attribute the date is reported on which the next change in the interest rate will take place or apply. An interest rate reset is understood as a change in the interest rate of an instrument which is provided for in the contract.

See guidelines on Annex B6 to the monthly balance sheet statistics.

Instruments subject to an interest rate reset include, *inter alia*:

- loans with variable interest rates which are periodically revised in accordance with the evolution of an index, e.g. EURIBOR;
- loans with variable interest rates which are revised on a continuous basis;
- loans with interest rates which are revisable at the credit institution's discretion.

In particular, the following applies.

- If a date is provided in the contract, it is to be reported in the data attribute. The date agreed on the basis of the current contract should always be reported, e.g. if the loan has been rolled over.
- If no date is specified in the contract, but the contract (taking account of general terms and conditions) provides for such a possibility (for instance, revised on notice or on a continuous basis), then, as a convention, it is the reporting reference date (i.e. the date is rolled over on a monthly basis).
- The next interest rate reset date should not be earlier than the reporting reference date.
- In the case of instruments which do not include a contractual agreement to change the interest rate (i.e. the interest rate is not resettable), including overnight loans (one-day loans), the value "Not applicable" is reported.
- In the case of instruments for which the last interest rate reset date has already passed, the value "Not applicable" is reported.

In the case of fixed interest rate instruments – where the data attribute *interest rate type* in the *instrument dataset* is reported as "fixed" – a distinction is broadly made between the following two cases.

- A fixed interest rate has been contractually agreed for the entire life of the instrument; in such cases, the value "Not applicable" is reported.
- An interest rate has been contractually fixed only until a specific future date t , after which the fixed interest rate can be reset; in such cases, this future date t is reported in this data attribute.

Data attribute:	Default status of the instrument
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This data attribute identifies the default status of the instrument and refers to instruments in default in accordance with the CRR. The categories describing the situations in which an instrument can be described as being in default are based on Article 178 of CRR.

The criteria to be applied for reporting this data attribute are the same as those used by the reporting agent for the calculation of the minimum capital requirement in accordance with the CRR.

For instruments in the case of which the default status is assessed at the instrument level, one of the following values is to be reported. This is only possible for retail exposures if the credit institution exercises the option provided by the last sentence of Article 178(1) of CRR.

Not in default

Instrument not in default in accordance with the CRR.

Default because unlikely to pay

Instrument in default because the debtor is unlikely to pay in accordance with the CRR, but the instrument is not more than 90/180 days past due.

Default because more than 90/180 days past due

Instrument in default because the debt is more than 90/180 days past due in accordance with the CRR, but the debtor has not been classified as unlikely to pay.

Default because both unlikely to pay and more than 90/180 days past due

Instrument in default in accordance with the CRR because it is considered that the debtor is unlikely to pay and because the debt is more than 90/180 days past due.

If, for an instrument in the data attribute *type of impairment*, specific allowances are reported, a value "Default ..." must always be reported when entering the *default status of the instrument*.

For instruments for which the reporting agent applies the definition of default in accordance with Article 178 of CRR at the counterparty level instead of at the individual instrument level, the data attribute *default status of the instrument* is reported as "Not applicable".

See "*Counterparty Default Dataset*".

A special case arises if, in accordance with Article 178(1) of CRR, the option to apply the definition of default at the level of an instrument is exercised only for a subset of instruments extended to a counterparty. Under this scenario, default would have to be assessed at both the instrument level and the counterparty level. For instruments that are assessed at the instrument level, the *default status of the instrument* is reported accordingly. However, for other instruments for which the reporting agent applies the definition of default at the counterparty level, the data attribute *default status of the instrument* is reported as "Not applicable".

In the specific case where there are multiple debtors for an instrument and all debtors are reported as "defaulted", the instrument in question must also be reported as "defaulted" if the definition of default is applied at the level of an instrument at the same time.

More detailed information on the definition of default can be found in the EBA Guidelines on the application of the definition of default under Article 178 of Regulation (EU) No 575/2013 (EBA/GL/2016/07 of 28 September 2016).

Data attribute: Date of the default status of the instrument

This data attribute identifies the date on which the default status reported in the data attribute *default status of the instrument* is considered to have occurred in accordance with the CRR.

This data attribute is fully synchronised with the data attribute *default status of the instrument*. Accordingly, this data attribute is reported as “Not applicable” wherever the corresponding data attribute *default status of the instrument* is also reported as “Not applicable”.

Note in particular that the reported date must be earlier than the reporting reference date.

As regards instruments for which the value in the data attribute *default status of the instrument* is “not in default”, the date on which the instrument is considered to have gone out of default is reported, provided that the instrument was previously in default.

Otherwise, if the instrument has never been in default in accordance with the CRR since its origination, the value to be reported in the data attribute *date of the default status of the instrument* is the *inception date* of the contract which gives rise to the instrument.

Data attribute: Transferred amount

This data attribute captures the part of the *outstanding nominal amount* of any qualifying instrument that the observed agent has transferred to another creditor and which has therefore been derecognised from the balance sheet.

See also Part III, “Reporting specific instruments”, “9.3 Asset sale and securitisation”.

This data attribute is primarily relevant in the case of instruments transferred as part of a traditional securitisation scheme.

On any reporting reference date the *transferred amount* specifies the part of the *outstanding nominal amount* of an instrument which is not held by the observed agent. The transferred amount includes the part(s) of the *outstanding nominal amount* that have been transferred up to the reporting reference date, and not only the amounts transferred after the previous reporting reference date.

In any case, on a given reporting reference date, the amount reported in this data attribute must not exceed the *outstanding nominal amount*.

The transferred amount does not include accrued interest.

The *transferred amount* is reported in units of euro. If no amount of the instrument has been transferred, 0 (zero) is reported under this data attribute.

Data attribute:

Arrears for the instrument

The data attribute *arrears for the instrument* captures the aggregated amount of arrears as of a reporting reference date in relation to the instrument, i.e. it is contractually due but has not yet been paid. The amount of arrears includes all principal, interest, late interest, fees and claimable expenses that are outstanding on the reporting reference date and are due under the terms and conditions of the contract.

The amount of arrears does not include any *accrued interest* because accrued interest amounts are not “past due”.

An instrument is past due as soon as any amount arising under the instrument is past due. The key factor here is the date on which the amount should have been paid but was not paid. No materiality threshold should be considered when reporting the amount in arrears.

The *arrears for the instrument* are reported in units of euro. If, on the reporting reference date, any payable amount under the instrument is past due, a positive amount (i.e. greater than 0) is reported in this data attribute. Otherwise, the value 0 (zero) is reported.

The amount in *arrears for the instrument* is reported regardless of whether the amount has been transferred or not.

Overdrafts with no credit limit are generally immediately payable and are therefore in arrears as soon as a debit balance arises, unless the counterparties involved have agreed on a different scheme.

Data attribute:

Date of past due for the instrument

This data attribute is for entering the date on which a contractually due amount was not paid and therefore became past due. If several amounts under the instrument are past due on the reporting reference date, the date of the amount which became past due first is reported.

The data attribute *date of past due for the instrument* is fully synchronised with the data attribute *arrears for the instrument*.

If positive amounts are reported in the data attribute *arrears for the instrument*, the *date of past due for the instrument* is reported as the date on which the amount became past due. Consequently, if an instrument is past due on the reporting reference date, a date prior to the reporting reference date is reported.

If the arrears amount to zero, “Not applicable” is reported in the data attribute *date of past due for the instrument*. If the amount of *arrears for the instrument* is reduced from a positive amount to zero, the *date of past due for the instrument* is reset to “Not applicable”.

If late interest is past due, the *date of past due for the instrument* is reported as the date on which the underlying amount was contractually due.

In the case of revolving instruments (such as a credit limit on a current account) where the credit limit is exceeded and the contract stipulates that in such cases the excess amount is immediately due, the date on which the limit was exceeded is reported. If, on the other hand, repayment is possible by a specific future date, the instrument does not become past due until this date; if the overdraft is not settled, this date is reported in future reports.

In the case of an overdraft without an agreed limit (non-revolving instrument), the date of the observed agent's first demand for reimbursement or of the first whole or partial settlement of unpaid interest is reported, whichever occurred first.

Data attribute:	Type of securitisation
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This data attribute is for stating the type of securitisation of the instrument.

See Part III, "Reporting specific instruments", "9.3 Asset sale and securitisation".

The following options can be reported.

Traditional securitisation

For an instrument which is securitised in a traditional securitisation.

Synthetic securitisation

For an instrument which is securitised in a synthetic securitisation.

Not securitised

For an instrument which is not securitised in either a traditional or a synthetic securitisation.

If an instrument is sold to a third party in a manner other than by a securitisation transaction, and the observed agent retains the servicing rights of the instrument, the value reported in the data attribute *type of securitisation* is "not securitised". However, a positive value is reported in the data attribute *transferred amount*.

Data attribute:	Outstanding nominal amount
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Broadly speaking, the *outstanding nominal amount* of an instrument at the reporting reference date sums up all payments by an institution to the debtor (e.g. payment of the principal) or the payments by the debtor to the institution (e.g. repayments) that have been made in relation to this instrument in the period from the origination of the instrument until the reporting reference date.

The *outstanding nominal amount* takes into account the repayments of principal that are not yet due, as well as costs that arise in connection with the instrument and which have not yet been settled (e.g. up-front fee).

The *outstanding nominal amount* does not include:

- accrued interest
as this is not to be added to the *outstanding nominal amount*;
- any amounts written off
as these are to be deducted from the *outstanding nominal amount*;
- any amounts of protection
because the AnaCredit Regulation does not allow netting (e.g. via cash protection received) and thus the reported figures must be gross amounts;
- *accumulated impairments* or *accumulated changes in fair value due to credit risk*
reporting is based on gross amounts and a deduction of impairments is not permissible.

For instruments in arrears, the *outstanding nominal amount* shall include the following possible amounts when the amounts are pending at the reporting reference date and have not been written off:

- principal past due;
- unpaid interest past due;
- unpaid penalty fees or other fees;
- claimable expenses past due and called in relation to the instrument that are due under the terms and conditions of the contract (e.g. legal fees arising in connection with the liquidation of protection).

In addition, these four types of amounts are added together and reported in the data attribute *arrears for the instrument* at the reporting reference date.

The *outstanding nominal amount* forms the basis for calculating the reporting threshold (i.e. whether an instrument needs to be reported or not), which means that the aforementioned explanations come to bear. This means that in identifying whether an instrument qualifies for reporting, any impairments or discounts made upon the purchase of claims are not taken into account.

In the case of fully written-off instruments that are still held and serviced by the reporting institution, the *outstanding nominal amount* can equal 0 (zero). This can also be the case for instruments, for example, for which no amounts have been withdrawn yet or which have a revolving character, as long as the sum of all instruments of a debtor has reached or exceeded the reporting threshold.

In the case of instruments acquired by an observed agent, it is the amount that the debtor is contractually obliged to repay that is reported as the *outstanding nominal amount*, as opposed to the amount actually paid by the observed agent (purchase price).

With regard to the relationship between the *outstanding nominal amount* and the *transferred amount*, the *outstanding nominal amount* includes the transferred amount (see the data attribute *transferred amount*). As the data attribute *outstanding nominal amount* thus also includes any amounts whose ownership has been transferred to a third party, the *outstanding nominal amount* is not less than the amount reported in the data attribute *transferred amount*.

The *outstanding nominal amount* can go up over time, e.g. through an increase in the credit limit with the simultaneous disbursement of the funds or through the build-up of arrears. The reason for the increase is usually apparent through changes in the value of other data attributes (*status of forbearance and renegotiation, arrears for the instrument, etc.*).

Data attribute:	Accrued interest
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This data attribute captures the amount of accrued interest on loans at the reporting reference date. In accordance with the general principle of accruals accounting, interest receivable on instruments should be subject to on-balance sheet recording as it accrues (i.e. on an accruals basis) rather than when it is actually received (i.e. on a cash basis). AnaCredit requires that interest is recorded on an accrual basis for the instrument for which it relates.

See Guidelines on item HV12/178 of the monthly balance sheet statistics.

Amounts of *accrued interest* are reported in euro. The amounts can be positive, negative or zero.

This data attribute is reported for all instruments, irrespective of the accounting standard used and whether they are measured at amortised cost or fair value in the financial statements.

- If the instrument is recognised as an asset on the balance sheet, the accrued interest is calculated according to the relevant accounting standard. However, this data attribute is also reported in cases of no accrued interest in accordance with the accounting standard.
- If the instrument is not (yet) recognised on the balance sheet, the *accrued interest* is calculated according to the contractual agreements (e.g. commitment interest for loans that have not yet been drawn down).

AnaCredit and FINREP requirements are consistent as regards the need to record interest on an accruals basis.

Reporting is required even if the instrument has been transferred or derecognised.

The following particular points are to be noted.

- For instruments that have no explicit interest rate, have no interest payments, or have an initial charge (disagio, zero coupon instruments), the *accrued interest* is determined proportionally to the time elapsed by the difference between the face value/repayment amount and purchase price/disbursement amount at the given reporting reference date. Therefore, in each case, the interest amount from the disagio/interest deduction to be reported is that which would have accrued in the period since the loan was disbursed, proportionally to the total duration of the loan.
- In the case of “trade receivables”, the *accrued interest* is to be reported only if an *interest rate* is reported as well. It is determined on a pro rata basis from the difference between the face value of the receivables and the amount paid to acquire these receivables. Otherwise, the value “Not applicable” is entered.
- If the accrued interest is regularly capitalised (i.e. added to the *outstanding nominal amount*), for example on a monthly basis, from this point onward this interest is no longer considered to be accrued interest and should therefore no longer be reported as such. From this point onward it is to be reported in the data attribute *outstanding nominal amount*.
- If the observed agent is domiciled in the euro area, for instruments with a reported numerical value in the data attribute *interest rate*, report a value different from “Not applicable” in the data attribute *accrued interest*.

Data attribute:

Off-balance-sheet amount

This data attribute is for reporting the total nominal amount of off-balance-sheet exposures. This includes any commitment to lend before considering conversion factors and credit risk mitigation techniques. It is the amount that best represents the institution's maximum exposure to credit risk without taking into account any protection held or other credit enhancements.

The *off-balance-sheet amount* is the undrawn amount available under the instrument at the reporting reference date. The *off-balance-sheet amount* is reported in euro.

An amount greater than zero is reported if the instrument's *outstanding nominal amount* may be increased by drawings by the debtor or disbursement to the debtor in accordance with the provisions of the contract, without the need for changing the contract or other credit enhancements. In such cases, the *off-balance-sheet amount* is the total amount that can be still drawn under the instrument so that the commitment amount (the credit limit, if relevant) is not exceeded.

The following *types of instrument* intrinsically have an off-balance-sheet amount:

Revolving instruments:

- overdraft with a contractually agreed credit limit;
- credit card debt;
- revolving credits other than overdrafts and credit card debt.

Non-revolving instruments:

- credit lines other than revolving credit.

A positive amount is reported if there is any available amount at the reporting reference date that can be withdrawn vis-à-vis the instrument, i.e. if funds can in principle be drawn on by the debtor, but by the reporting reference date were not (or could not) yet be drawn on, say because the funds are not currently needed (or the conditions for their disbursement have not yet been met).

The value of 0 (zero) is reported for the aforementioned instruments if at the reporting reference date the *outstanding nominal amount* equals or exceeds the amount which was committed under the instrument in accordance with the contract.

For example, in the case of "credit lines other than revolving credits" the *off-balance-sheet amount* is lowered as the funds are drawn on, potentially falling to zero as soon as the total amount which was committed has been disbursed.

For any other *types of instrument*, "Not applicable" is in principle reported in the data attribute *off-balance-sheet amount* as those instruments do not intrinsically link with an off-balance-sheet amount (exceptions may arise in the case of "trade receivables" and "financial leases"). "Not applicable" is to be reported in particular if there is no undrawn amount available under the instrument in accordance with the contract. This also applies to "overdrafts" without a contractually agreed credit limit.

5.3 Counterparty-instrument dataset

For every instrument reported in the framework of AnaCredit, at least one debtor, one creditor and one servicer (and, if relevant, the originator) must be determined and in each case be entered as a separate entry in the *counterparty-instrument dataset* and the *counterparty reference dataset*. For more detailed information, see Part III, “Counterparty”.

Data attribute: **Type of counterparty identifier**

See “Identifiers”.

In the case of natural persons, the term “protected” is to be entered.

Data attribute: **Counterparty identifier**

See “Identifiers”.

Data attribute: **Contract identifier**

See “Identifiers”.

Data attribute: **Instrument identifier**

See “Identifiers”.

Data attribute: **Counterparty role**

For each combination of a counterparty and an instrument, one of the following values is reported in this data attribute to provide a qualification of the role that the counterparty takes in relation to the instrument. The individual roles are defined in Part III, “Counterparty roles”.

- Debtor*
- Creditor*
- Servicer*
- Originator*

5.4 **Joint liabilities dataset**

The *joint liabilities dataset* is required for instruments where there are multiple debtors. When determining whether there is a plurality of debtors for an instrument, natural persons acting as debtors

are included. In the case of instruments where there is only one debtor, no data record at all is reported in the *joint liabilities dataset*.

Natural persons are not to be recorded in the *joint liabilities dataset*, and amounts relating to natural persons are not to be reported.

Data attribute: **Type of counterparty identifier**

See "Identifiers".

Data attribute: **Counterparty identifier**

See "Identifiers".

Data attribute: **Contract identifier**

See "Identifiers".

Data attribute: **Instrument identifier**

See "Identifiers".

Data attribute: **Joint liability amount**

The *joint liability amount* is defined as the part of the amount as reported in the data attribute *outstanding nominal amount* for which each debtor is liable in relation to a single instrument where there are two or more debtors.

The value is reported in euro.

5.5 **Accounting dataset**

The primary goal of the *accounting dataset* is to describe the development of the instrument in accordance with the relevant accounting standard. In addition, the dataset also includes data attributes that are at present required by other reporting frameworks (i.e. FINREP) with the same timeliness and granularity (e.g. *performing status*, *sources of encumbrance*, *status of forbearance and renegotiation*).

The accounting standard is to be determined and reported at the level of the legal entity of the reporting agent. The information in this dataset is compiled at the level of the instrument.

See also “Data attributes of the reporting template for *counterparty reference data*”, “*Accounting standard*”.

For certain data attributes of the *accounting dataset*, a value “Not applicable” is reported if the instrument is not an asset of the observed agent, owing to the fact that no actual assignment to any of the reporting values can be made.

For loans between observed units of the same reporting agent, the same data attributes of the *accounting dataset* are exempt from the reporting requirement as for the fully derecognised instruments being serviced; see the AnaCredit reporting template for *credit data*.

Data attribute: **Contract identifier**

See “Identifiers”.

Data attribute: **Instrument identifier**

See “Identifiers”.

Data attribute: **Accounting classification of instruments**

The data attribute *accounting classification of instruments* contains information about the accounting portfolio in which the instrument is classified in accordance with the accounting standard – IFRS or national GAAP – under the FINREP Regulation applied by the observed agent’s legal entity.

If an instrument is an asset in accordance with the accounting standard, then one of the values as listed below is reported. The possible values of the data attribute depend on whether the accounting standard applied is the International Financial Reporting Standards “IFRS” or national Generally Accepted Accounting Principles “GAAP” (e.g. Commercial Code/Regulation on the Accounting of Credit Institutions). Depending on the accounting standard, the values of other attributes, such as the *carrying amount* and *accrued interest*, may vary.

Otherwise, if an instrument is not an asset in accordance with the applied accounting standard, then the value “Not applicable” is reported.

Values for portfolios that are reported under IFRS or national GAAP which are consistent with IFRS:

1. *Cash balances at central banks and other demand deposits (IFRS)* – cash balances at central banks and other demand deposits in accordance with IFRS – IAS 1.54(i). This includes:
 - cash balances at central banks
balances receivable on demand at central banks (in accordance with Part 2.2 of Annex V to the amended ITS);

- other demand deposits
balances receivable on demand with credit institutions (in accordance with Part 2.3 of Annex V to the amended ITS).
2. *Financial assets held for trading (IFRS)*
Financial assets held for trading (in accordance with IFRS 7.8(a)(ii), IFRS 9, Appendix A and Part 1.15(a) of Annex V to the amended ITS).
 3. *Non-trading financial assets mandatorily at fair value through profit or loss (IFRS)* – Non-trading financial assets mandatorily at fair value through profit or loss (in accordance with IFRS 7.8(a)(i), IFRS 9.4.1.4 and Part 1.15(b) of Annex V to the amended ITS).
 4. *Financial assets designated at fair value through profit or loss (IFRS)* – Financial assets measured at fair value through profit or loss and reported as such (in accordance with IFRS 7.8(a)(i), IFRS 9.4.1.5 and Part 1.15(c) of Annex V to the amended ITS).
 5. *Financial assets at fair value through other comprehensive income (IFRS)* – Financial assets measured at fair value through other comprehensive income due to business model and cash-flow characteristics (in accordance with IFRS 7.8(d), IFRS 9.4.1.2A and Part 1.15(d) of Annex V to the amended ITS).
 6. *Financial assets at amortised cost (IFRS)* – Financial assets measured at amortised cost (in accordance with IFRS 7.8(h), IFRS 9.4.1.2 and Part 1.15(e) of Annex V to the amended ITS).

Values for portfolios that are reported under national GAAP which are not consistent with IFRS 9/IAS 39 (e.g. Commercial Code/Regulation on the Accounting of Credit Institutions):

1. *Cash and cash balances at central banks (GAAP)*⁷⁸
Cash and cash balances at central banks in accordance with IFRS – IAS 1.54(i). This includes:
 - cash balances at central banks
balances receivable on demand at central banks (in accordance with Part 2.2 of Annex V to the amended ITS);
 - other demand deposits
balances receivable on demand with credit institutions (in accordance with Part 2.3 of Annex V to the amended ITS).
2. *Trading financial assets (GAAP)*
Trading financial assets in accordance with national GAAP based on Council Directive 86/635/EEC on the annual accounts and consolidated accounts of banks and other financial institutions (Bank Accounts Directive) not consistent with IFRS 9/IAS 39 (as set out in Parts 1.16(a) and 1.17 of Annex V to the amended ITS).
3. *Non-trading non-derivative financial assets measured at fair value through profit or loss (GAAP)*
Non-trading non-derivative financial assets measured at fair value through profit or loss in accordance with national GAAP not consistent with IFRS 9/IAS 39 (as set out in Part 1.16(b) of Annex V to the amended ITS).
4. *Non-trading non-derivative financial assets measured at fair value to equity (GAAP)*

⁷⁸ In Version 1.2 of the code list, this is still called “Cash and cash balances at central banks”. Other demand deposits should nevertheless be reported under this value.

Non-trading non-derivative financial assets measured at fair value to equity in accordance with national GAAP not consistent with IFRS 9/IAS 39 (as set out in Parts 1.16(c) and 1.19 of Annex V to the amended ITS).

5. *Non-trading debt instruments measured at a cost-based method (GAAP)*

Non-trading debt instruments measured at a cost-based method in accordance with national GAAP not consistent with IFRS 9/IAS 39 (as set out in Parts 1.16(d) and 1.19 of Annex V to the amended ITS).

6. *Other non-trading non-derivative financial assets (GAAP)*

Other non-trading non-derivative financial assets in accordance with national GAAP not consistent with IFRS 9/IAS 39 (as set out in Parts 1.16(e) and 1.20 of Annex V to the amended ITS).

Values for portfolios that are reported under national GAAP which are consistent with IAS 39:

Please note that the following accounting portfolios have no longer been part of FINREP since 2018. However, they are still included here for information purposes in order to clarify how they should be reported in the new FINREP accounting portfolios for entities which apply national GAAP.

1. *Cash and cash balances at central banks (GAAP)*

Cash and cash balances at central banks in accordance with IFRS – IAS 1.54(i). This includes:

- cash balances at central banks
balances receivable on demand at central banks (in accordance with Part 2.2 of Annex V to the ITS);
- other demand deposits
balances receivable on demand with credit institutions (in accordance with Part 2.3 of Annex V to the ITS).

2. *Financial assets held for trading (GAAP)*

Financial assets held for trading in accordance with national GAAP (consistent with IAS 39).

3. *Financial assets designated at fair value through profit or loss (GAAP)*

Financial assets designated at fair value through profit or loss in accordance with national GAAP (consistent with IAS 39).

4. *Available-for-sale financial assets (GAAP)*

Available-for-sale financial assets in accordance with national GAAP (consistent with IAS 39).

5. *Loans and receivables (GAAP)*

Loans and receivables in accordance with national GAAP (consistent with IAS 39).

6. *Held-to-maturity investments (GAAP)*

Held-to-maturity investments in accordance with national GAAP (consistent with IAS 39).

The *accounting classification* is closely linked with the data attributes regarding impairment and *accumulated changes in fair value due to credit risk* as well as the *prudential portfolio*.

Data attribute:

Balance sheet recognition

This data attribute classifies the reported instruments pursuant to their balance sheet recognition in accordance with Annex III and Template 15 of Annex IV to the amended ITS. The term “is recognised under the relevant accounting standard” has the same meaning as “is an asset” on the balance sheet of the observed agent. This means that the assets are either entirely recognised or recognised to the extent of the institution’s continuing involvement.

One of the following values is reported.

Entirely recognised

Instrument entirely recognised, in accordance with the ITS. This value is reported for instruments which are recognised at their total amount on the balance sheet irrespective of whether the asset currently shows a positive value or not. By the same token, committed but (as yet) undrawn credit lines are also recorded at this value, for instance.

Recognised to the extent of the institution’s continuing involvement

Instrument recognised to the extent of the institution’s continuing involvement, in accordance with Annex III and IV Template 15 Cell M3 of the amended ITS. This value is reported if (a part of) the instrument is recognised on the balance sheet to the extent of the institution’s continuing involvement in accordance with IFRS 7.42D(f).

Entirely derecognised

Instrument entirely derecognised, in accordance with the ITS. This value is reported if the instrument is not recognised on the balance sheet. In the context of this attribute, the term “derecognised” does not necessarily mean that the instrument has been recognised at an earlier time. In fact, instruments which have not been recognised from the start may be reported as “derecognised”. Instruments that are not recognised on the balance sheet are therefore reported as “entirely derecognised”.

An instrument need not be reported by its economic owner in order to be classified as recognised by the observed agent. For example, in the case of fiduciary loans, an instrument may, in some national GAAPs, be recognised in the financial statement of the observed agent which is the legal, but not the economic owner (i.e. the trustee), in accordance with the accounting standard.

Generally, the following principles can be taken as an indication of how this data attribute is reported:

- fully written-off instruments: such instruments are reported as “entirely derecognised” after the write-off takes place as the instrument is no longer recognised on the balance sheet;
- instruments subject to (i) traditional securitisations or (ii) transfers other than traditional securitisations: the observed agent which acts as servicer of the instrument, independently if it was the originator, reports the transferred instruments as “entirely derecognised” unless the observed agent’s involvement continues as defined by the IFRS (please note that an observed agent is deemed to have “continuing involvement” not because it continues to service the instrument but because it bears the credit risk of the instrument);
- instruments subject to a synthetic securitisation: the observed agent which is the originator reports such instruments as “entirely recognised”;
- instruments that are intracompany loans from observed agents of a credit institution resident in the euro area or Bulgaria: the observed agent which is the institutional unit granting the loan reports the instrument as “entirely derecognised” as intracompany loans are not recognised on the balance sheet of the reporting agent.

By contrast, report intracompany loans from observed agents of credit institutions located outside the euro area and Bulgaria as “entirely recognised”.

– instruments that are fiduciary transactions:

- (i) The trustee reports the instrument
 - as “entirely recognised” if it is recognised in its balance sheet according to the accounting standard applicable;
 - as “entirely derecognised” if it is not recognised in its balance sheet according to the accounting standard applicable and the trustor is a credit institution’s agent that is not domiciled in a reporting Member State; or
 - does not report the instrument at all if it is not recognised in its balance sheet according to the accounting standard applicable and the trustor is a credit institution’s agent that is domiciled in a reporting Member State.
- (ii) If the trustor reports the transaction, the value “fiduciary instrument” must additionally be entered into the data attribute *fiduciary loan*.
- (iii) If the trustor is an observed agent, it reports the instrument in its capacity as economic owner with the value “entirely recognised”.

Entirely derecognised instruments which are serviced but not held by the observed agent, and only such instruments, are “fully derecognised instruments being serviced” in accordance with Annex II of the AnaCredit Regulation.

In particular, fiduciary loans which are not treated as assets by a trustee which is the observed agent, as well as loans between observed agents of one reporting agent, are treated as “fully derecognised loans being serviced” according to Annex II of the AnaCredit Regulation with respect to the data attributes of the *accounting dataset*.

However, fully written-off loans which are held by the observed agent and are not recognised on the balance sheet (i.e. the data attribute *balance sheet recognition* is reported as “entirely derecognised”) do not meet the definition of “fully derecognised instruments being serviced” in accordance with Annex II of the AnaCredit Regulation. In other words, “fully derecognised instruments being serviced” and “entirely derecognised instruments” are related but not fully overlapping terms.

Partially written-off loans are still considered as entirely recognised until the moment they become fully written-off.

Data attribute:	Accumulated write-offs
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This data attribute is for reporting the cumulative amount of all write-offs that have been made on an instrument since the *inception date*. It does not matter when the write-offs were made.

For more information on write-offs, see also Part III, “Criteria triggering the reporting obligation”.

Write-offs could be caused both by reductions in the carrying amount of financial assets recognised directly in profit or loss and by reductions in the amounts of the allowance accounts for credit losses set off against the carrying amount of financial assets.

The value is reported in euro.

In the context of AnaCredit, write-off is the full or partial write-down of the carrying amount of an instrument.

In cases where there has been no write-off in the period between the *inception date* of the instrument and the reporting reference date, the value 0 (zero) is to be reported.

Where there are recoveries after the write-off, the *accumulated write-offs* amount is updated (decreased) to take account of the recovery, provided that the instrument is subject to reporting within the framework of AnaCredit at the respective reporting reference dates after the recovery.

In the case of write-offs assessed at the level of the debtor, the write-off amount is redistributed as appropriate to all individual instruments which were considered when establishing the debtor's write-off amount, including instruments which are not within the scope of AnaCredit.

Data attribute:	Accumulated impairment amount
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This is the amount of loss allowances that are held against or are allocated to the instrument on the reporting reference date. This data attribute applies to instruments subject to impairment under the applied accounting standard.

Under IFRS, the accumulated impairment relates to the following amounts:

- loss allowance at an amount equal to 12-month expected credit losses;
- loss allowance at an amount equal to lifetime expected credit losses.

Under national GAAP, the accumulated impairment relates to the following amounts:

- loss allowance at an amount equal to general allowances;
- loss allowance at an amount equal to specific allowances.

By contrast, the reserve for general banking risk pursuant to Section 340f of the Commercial Code is not reported as an accumulated impairment.⁷⁹

In the case of instruments subject to impairment, a positive *accumulated impairment amount* is reported if credit losses are expected for the instrument or if general or specific allowances are associated with the instrument (or a portfolio to which the instrument belongs) in accordance with the respective accounting standard.

If for the data attribute *type of impairment* the value reported is “Not applicable”, the *accumulated impairment amount* is also reported as “Not applicable”. The same applies to an entirely derecognised instrument.

In all other cases, an amount of loss allowances that is held against or is allocated to the instrument on the reporting reference date is reported. This includes cases where the amount of loss allowances is 0 (zero).

In particular, the *accumulated impairment amount* is always reported for financial assets at amortised cost or at fair value through other comprehensive income (according to IFRS 9 classification).

⁷⁹ This applies with binding effect as from the 31 December 2024 reporting reference date.

The data attribute *accumulated impairment amount* is not applicable to instruments classified as “financial assets held for trading”, “non-trading financial assets mandatorily at fair value through profit or loss” or “financial assets designated at fair value through profit or loss” if the IFRS accounting portfolios are reported in the data attribute *accounting classification of instruments*. Similarly, the attribute is not applicable to instruments classified as “trading financial assets”, “non-trading financial assets mandatorily at fair value through profit or loss” and “non-trading non-derivative financial assets measured at fair value through profit or loss” if the national GAAP accounting portfolios are reported in the data attribute *accounting classification of instruments*.

If the data attribute *accumulated impairment amount* is reported, the data attributes *type of impairment* and *impairment assessment method* further specify which type and method (IFRS stages 1, 2, 3 or POCI, or, in the case of GAAP, specific or general allowances; individually or collectively assessed) were used in order to calculate the accumulated impairment amount.

Please note that the definition of loss allowance under IFRS describes four stages as referred to in the data attribute *type of impairment*, with the value “loss allowance at an amount equal to lifetime expected credit losses” corresponding to both Stage 2 and Stage 3 as well as POCI, as it is a lifetime expected loss that is estimated under IFRS for these three stages.

In the case of instruments for which the impairment is collectively assessed (where the data attribute *impairment assessment method* is reported as “collectively assessed”), the accumulated impairment amount that is determined for the total pool of instruments (to which the instrument is assigned for the purpose of the collective assessment) is allocated as appropriate to the individual instrument on the basis that only collectively assessed impairment amounts that are relevant for AnaCredit eligible instruments within the pool assessed are included in the re-distribution (in order to avoid excessive impairments).

The data attribute *accumulated impairment amount* is reported consistently to the data attribute *accumulated changes in fair value due to credit risk*. For on-balance sheet instruments, if an impairment is reported in the data attribute *accumulated impairment amount*, the value “Not applicable” is reported in the data attribute *accumulated changes in fair value due to credit risk*, and vice versa.

Data attribute:	Type of impairment
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This data attribute is for stating the type of impairment to which the instrument is subject.

If the instrument cannot be subject to impairment under the applied accounting standard (e.g. financial assets measured at fair value through profit and loss under IFRS), the value “Not applicable” is reported. “Not applicable” is also reported for instruments that are not recognised on the balance sheet.

In all other cases, one of the values listed below is reported.

Stage 1 (IFRS)

This value is reported if the instrument is not impaired and a loss allowance at an amount equal to 12-month expected credit losses is raised against the instrument under IFRS. This value is applicable only to instruments subject to impairment under IFRS 9.

Stage 2 (IFRS)

This value is reported if the instrument is not impaired and a loss allowance at an amount equal to expected credit losses over the lifetime of the instrument is raised against the instrument under IFRS. This value is applicable only to instruments subject to impairment under IFRS 9.

Stage 3 (IFRS)

This value is reported if the instrument is credit impaired in accordance with IFRS 9.

POCI⁸⁰ (IFRS)

Use this value if, pursuant to IFRS, the instrument is credit impaired at initial recognition. Prior to the introduction of the value “POCI (IFRS)”, the value “Stage 3 (IFRS)” was reported for these instruments if they were impaired on the reporting reference date. If the instruments were not impaired on the reporting reference date, the value “Stage 2 (IFRS)” was previously reported.

General allowances (GAAP)

This value is reported if the instrument is subject to impairment in accordance with an applied accounting standard that is not consistent with IFRS 9 and no specific loss allowances/generalised specific allowances are raised against the instrument (unimpaired).

Specific allowances (GAAP)

This value is reported if the instrument is subject to impairment in accordance with an applied accounting standard that is not consistent with IFRS 9 and specific loss allowances are raised, irrespective of whether these allowances are individually or collectively (generalised specific allowances) assessed (impaired).

Further dependencies on other data attributes:

One of the above values has to be reported even if the *accumulated impairment amount* of an instrument (or a portfolio of instruments) is calculated at 0 (zero).

If the data attribute *type of impairment* is reported as “Stage 1 (IFRS)”, the data attribute *performing status of the instrument* must also be reported as “performing”. If the data attribute *performing status of the instrument* is reported as “performing” and recognised instruments are impaired, use one of the following types for the data attribute *type of impairment*: “Stage 1 (IFRS)”, “Stage 2 (IFRS)”, “POCI (IFRS)”, “General allowances (GAAP)”.

A specific allowance requires a value of “Default ...” in the data attribute *default status of the instrument* and a value of “Non-performing” in the data attribute *performing status of the instrument*.

If the *type of impairment* is “Stage 1 (IFRS)”, “Stage 2 (IFRS)”, or “General allowances (GAAP)”, enter “collectively assessed” in the data attribute *impairment assessment method*.

⁸⁰ Purchased or originated credit-impaired financial asset.

If an IFRS value is reported in the data attribute *type of impairment*, an IFRS value must also be reported in the data attribute *accounting classification of instruments*. This applies in similar measure to GAAP values.

Data attribute: **Impairment assessment method**

This data attribute is used for stating the procedure used to determine the *accumulated impairment amount* for an instrument. If the instrument cannot be subject to impairment under the applied accounting standard, the value “Not applicable” is reported in the data attribute *impairment assessment method* as well as in the data attribute *accumulated impairment amount*.

One of the values listed below is reported.

Individually assessed

This value is used if the instrument is subject to impairment in accordance with an applied accounting standard and is individually assessed for impairment.

Collectively assessed

This value is used if the instrument is subject to impairment in accordance with an applied accounting standard and is collectively assessed for impairment by being grouped together with instruments with similar credit risk characteristics. This value is generally also permissible for instruments reported under IFRS so long as they are collectively assessed.

Impairments of instruments can be identified collectively or individually. However, an instrument cannot be assessed individually and collectively with other instruments at the same time.

Much like with the data attributes *accumulated impairment amount* and *type of impairment*, “Not applicable” is entered in the data attribute *impairment assessment method* in the case of instruments which are measured at fair value through profit and loss, i.e. instruments which, under the applied accounting standard, cannot be subject to impairment.

Data attribute: **Sources of encumbrance**

In accordance with Annexes XVI and XVII to the amended ITS, this data attribute is used to identify the type of transaction in which the exposure is encumbered. An asset is treated as encumbered if it has been pledged or if it is subject to any form of arrangement to secure, collateralise or credit enhance any instrument from which it cannot be freely withdrawn.

One of the following values is selected in accordance with the EBA’s implementing technical standards (ITS) on asset encumbrance reporting as referred to in Article 99(5) and Article 100 of CRR.

Central bank funding

This value is reported for instruments which are used as collateral for all types of the reporting institution’s liabilities where the counterparty is a central bank. Assets that have been pre-positioned with central banks are not encumbered assets unless the central bank does not allow withdrawal of any assets placed without prior approval.

Exchange traded derivatives

This value is reported for instruments used as collateral for the reporting institution's derivatives which are also financial liabilities, insofar as these derivatives are listed or traded on a recognised or designated investment exchange and they entail asset encumbrance for that institution.

Over-the-counter derivatives

This value is reported for instruments used as collateral for the reporting institution's derivatives which are also financial liabilities, insofar as these derivatives are traded over-the-counter and they entail asset encumbrance for that institution.

Deposits – repurchase agreements other than to central banks

This value is reported for instruments sold under the reporting institution's repurchase agreements in which the counterparty of the transaction is not a central bank. For tri-party repurchase agreements, the same treatment is followed as for the repurchase agreements insofar as these transactions entail asset encumbrance for the reporting institution.

Deposits other than repurchase agreements

This value is reported for instruments which are used as collateral for deposits other than repurchase agreements of the reporting institution in which the counterparty of the transaction is not a central bank.

Debt securities issued – covered bonds securities

This value is reported for instruments used as collateral for covered bonds. Where the observed unit has retained some of the debt securities issued, either from the issue date onwards or at a later date through repurchase, the instruments used to collateralise these retained assets are not reported under this item.

Debt securities issued – asset-backed securities

This value is reported for instruments used as collateral for asset-backed securities (ABSs) issued by the reporting institution. Where the observed unit has retained some of the debt securities issued, either from the issue date onwards or at a later date through repurchase, the instruments used to collateralise these retained assets are not reported under this item.

Debt securities issued – other than covered bonds and ABSs

This value is reported for instruments used as collateral for debt securities issued by the reporting institution other than covered bonds and ABSs. Where the observed unit has retained some of the debt securities issued, either from the issue date onwards or at a later date through repurchase, the instruments used to collateralise these retained assets are not reported under this item.

Other sources of encumbrance

This value is used for instruments that are encumbered by a source of encumbrance other than those mentioned above.

No encumbrance

An instrument which has neither been pledged nor is subject to any form of arrangement to secure, collateralise or credit enhance any instrument from which it cannot be freely withdrawn. This value is reported for all unencumbered instruments.

Even only partially encumbered instruments are reported to AnaCredit as encumbered, along with the respective source of encumbrance.

If an instrument is encumbered by multiple sources of encumbrance at the same time, the source of encumbrance affecting the largest share of the instrument is reported. If this information is impossible to obtain, the source of encumbrance can be chosen at will.

In principle, instruments assigned to undrawn facilities which can be freely withdrawn shall not be assessed as encumbered.

Assets pledged that are subject to any restrictions in withdrawal, such as for instance assets that require prior approval before withdrawal or replacement by other assets, are considered encumbered. This definition is not based on an explicit legal definition, such as title transfer, but rather on economic principles, as the legal frameworks may differ in this respect across countries. The definition is, however, closely linked to contractual conditions.

Instruments pledged under the following types of transactions are reported as encumbered (see also Part 1.7 of Annex XVII to the amended ITS).

- Instruments used as collateral on the basis of various collateral arrangements, such as collateral placed for the market value of derivatives transactions.
- Instruments used to collateralise financial guarantees. If there is no impediment to withdrawal of collateral, such as prior approval, for the unused part of guarantee, then only the used amount should be allocated (on a pro rata allocation).
- Instruments placed as collateral with clearing systems, CCPs and other infrastructure institutions as a condition for access to service. This also includes default funds and repayable initial margins.
- Underlying assets from securitisation structures, where the financial assets have not been derecognised from the institution's financial assets (synthetic securitisations).
- Assets in cover pools used for covered bond issuance. Instruments underlying covered bonds are regarded as encumbered, except in certain situations in which the institution holds the covered bonds itself (item HV11/083 "Own debt securities" in the monthly balance sheet statistics).

If, for pledged portfolios (in the case of central bank funding, by the withdrawal of funds accordingly), the encumbrance can be identified at the single instrument level, the reporting institution reports data at the granularity of an individual instrument. Otherwise, the entire portfolio must be assessed as encumbered, with all of the instruments in the portfolio accordingly being designated as encumbered in AnaCredit. It is thus possible for an instrument labelled encumbered in the *accounting dataset* to actually be only partially encumbered; this data attribute is therefore always interpreted such that it could be a partially encumbered instrument.

Data attribute:	Accumulated changes in fair value due to credit risk
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Changes in fair value due to credit risk are entered in this data attribute where the effects of credit risk on fair value can be isolated from other factors. *Accumulated changes in fair value due to credit risk* are defined here in accordance with Part 2 paragraph 69 of Annex V to the amended ITS.

The *accumulated changes in fair value due to credit risk* are calculated by adding up all negative and positive changes in fair value occurring since the recognition of the debt instrument. If fair value decreases owing to a deterioration in creditworthiness, a positive value is entered in the data attribute. If, by contrast, the fair value has increased since recognition, 0 (zero) is entered in this data attribute; a negative value is not reported.

The data attribute is reported for exposures measured at fair value through profit and loss under the applied accounting standard.

For instruments not recognised on the balance sheet or which are not measured at fair value through profit and loss under the applied accounting standard, the value “Not applicable” is entered. The same applies to entirely derecognised instruments.

The amount of *accumulated changes in fair value* is entered in euro.

This data attribute is for those changes in fair value arising solely owing to changes in credit risk. Changes in fair value, however, can also be caused by other factors, whose effects may not be readily (if at all) isolated from the effects of changes in credit risk.

If a reporting agent believes that a certain factor affects the creditworthiness, they can recognise a change in fair value owing to the factor concerned when determining the value of this data attribute provided the change in fair value has indeed taken place due to credit risk (e.g. a credit assessment by an external credit assessment institution). If the observed entity can measure the change in fair value owing to this specific credit risk, the appropriate value is entered.

If, however, a change in credit risk takes place in parallel with changes in other factors which likewise affect fair value, yet the impact of which cannot readily be isolated from that of credit risk, the total change in fair value may be regarded as a proxy measure of the accumulated changes in fair value due to credit risk.

For instruments whose credit risk has not changed since initial recognition, 0 (zero) is entered in this data attribute.

The data attribute *accumulated changes in fair value due to credit risk* is reported consistently to the data attribute *accumulated impairment amount*. For on-balance sheet instruments, if an impairment is reported in the data attribute *accumulated changes in fair value due to credit risk*, the value “Not applicable” is reported in the data attribute *accumulated impairment amount*, and vice versa.

Data attribute:	Performing status of the instrument
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This data attribute shows the performing status of the instrument.

The following values can be entered.

Non-performing

Instruments classified as non-performing in accordance with the ITS. Written-off instruments are considered to be “non-performing” for the purpose of this data collection. If a specific allowance is reported in the data attribute *type of impairment*, this always entails a performing status of “non-performing”.

Performing

Instruments classified as not non-performing in accordance with the ITS.

This data attribute is used to establish the performing status of recognised instruments. Fully derecognised instruments are reported with the value “Not applicable” as of the 31 March 2025 reporting reference date.⁸¹

Instruments recognised on the balance sheet under the applied accounting standards, including instruments classified in the accounting portfolios as “financial assets held for trading” and “trading financial assets”, are reported at the value also used to classify them in FINREP Template 18. For more details on classification as a non-performing exposure, see Part 2 paragraphs 213 to 239 of Annex V to the amended ITS.

Further dependencies on other data attributes:

Indicate this data attribute consistent with the values reported for the data attributes *type of impairment* and *balance sheet recognition*. The *performing status of the instrument* can only be reported as “Not applicable”⁸² if the instrument is fully derecognised. It should be noted that for fully written-off instruments reported as “fully derecognised”, the previous performance status should remain unchanged.

If the instrument is reported as “performing”, use one of the following types for the *type of impairment*: “General allowances (GAAP)”, “Stage 1 (IFRS)”, “Stage 2 (IFRS)” or “POCI (IFRS)”.

Data attribute: **Date of the performing status of the instrument**

This data attribute is for entering the date on which the status as reported under the data attribute *performing status of the instrument* is considered to have arisen.

The *date of the performing status of the instrument* is reported pursuant to the principles below:

- the *date of the performing status* given for an instrument at a given reporting reference date may not be after the reporting reference date;
- for instruments which have been performing continuously since the *inception date*, the *inception date* is reported as the *date of the performing status*;
- for an instrument which was non-performing up until day t and performing from day t + 1 to the reporting reference date, day t + 1 is reported.

Data attribute: **Provisions associated to off-balance sheet exposures**

This data attribute provides information on the amount of provisions (if any) set aside for *off-balance sheet amounts* which can be converted into balance sheet items.

This data attribute is reported in euro.

⁸¹ The value “Not applicable” will be included in the code list for the data attribute with effect from 1 February 2025; up to this point, one of the above two values should still be reported for instruments not recognised on the balance sheet.

⁸² The value “Not applicable” will be included in the code list for the data attribute with effect from 1 February 2025; up to this point, one of the above two values should still be reported for instruments not recognised on the balance sheet.

Provisions can be formed only if an *off-balance-sheet amount* has been recorded for the reported instrument.

Provisions associated with off-balance sheet exposures can be reported if the credit institution has granted a debtor a credit line which may not be cancelled unconditionally at any time without notice or that do not effectively provide for automatic cancellation due to deterioration in a debtor's creditworthiness.

If "Not applicable" is reported for the *off-balance-sheet amount* of an instrument, then "Not applicable" should also be entered in the data attribute *provisions associated to off-balance sheet exposures*.

Data attribute:	Status of forbearance and renegotiation
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This data attribute is for entering all modifications of an instrument's terms and conditions, irrespective of whether or not the modifications meet the forbearance criteria laid down in the ITS.

The data attribute is intended to identify:

- instruments identified as forborne in accordance with the ITS;
- instruments which have not been identified as forborne in accordance with the ITS but have been otherwise renegotiated in accordance with Regulation (EC) No 290/2009.⁸³

Since the *status of forbearance and renegotiation* of an instrument can change across its lifetime, every report is to indicate the instrument's current status.

One of the following values is to be reported.

Forborne: instruments with modified interest rate below market conditions

This value is reported for instruments subject to forbearance measures in accordance with Part 2 paragraph 240 ff. of Annex V to the amended ITS involving modified terms and conditions, including a reduction in the interest rate to below the market interest rate.⁸⁴ This value is not reported if the forborne instrument meets the conditions for lifting the classification as a forborne exposure in accordance with Part 2 paragraph 256 f. of Annex V to the amended ITS.

Forborne: instruments with other modified terms and conditions

This value is reported for instruments subject to forbearance measures involving modified terms and conditions but not involving a reduction in the interest rate to below the market interest rate pursuant to Part 2 paragraph 240 ff. of Annex V to the amended ITS. This value is not reported if the forborne instrument meets the conditions for lifting the classification as a forborne exposure in accordance with Part 2 paragraph 256 f. of Annex V to the amended ITS.

⁸³ Regulation (EC) No 290/2009 of the European Central Bank of 31 March 2009 amending Regulation (EC) No 63/2002 (ECB/2001/18) concerning statistics on interest rates applied by monetary financial institutions to deposits and loans vis-à-vis households and non-financial corporations (ECB/2009/7).

⁸⁴ This category is defined in line with the MFI interest rate statistics; see Guidelines on MFI interest rate statistics, Section II, General notes on the reporting system, 4 a) Preliminary remarks.

Forborne: totally or partially refinanced debt

This value is reported for refinanced debt subject to forbearance measures pursuant to Annex V to the ITS. This value is used to designate both the new contract (refinancing debt) granted as part of the refinancing transaction which counts as a forbearance measure, as well as the old repaid and outstanding contract pursuant to Annex V to the ITS (see Part 2 paragraph 265 of Annex V to the amended ITS). This value is not reported if the forborne instrument meets the conditions for lifting the classification as a forborne exposure in accordance with Part 2 paragraph 256 f. of Annex V to the amended ITS.

In accordance with Part 2 paragraph 244 of Annex V to the amended ITS, “refinancing” means the use of debt contracts to ensure the total or partial payment of other debt contracts the current terms of which the debtor is unable to comply with.

Renegotiated instrument without forbearance measures

This value is reported for instruments for which the financial conditions have been modified and to which no forbearance measures apply in accordance with Annex V to the ITS.

Not forborne or renegotiated

This value is reported for instruments to which no forbearance measures apply in accordance with the ITS and which have also not been otherwise renegotiated.

In accordance with Annex V to the ITS, and for the purposes of Annexes III and IV, Template 19 (Forborne exposures), forborne exposures are debt contracts to which forbearance measures apply. Forbearance measures within the meaning of Part 2 paragraph 240 of Annex V to the amended ITS are concessions towards a debtor that is experiencing or about to experience difficulties in meeting its financial commitments (“financial difficulties”). For details on concessions, see Part 2 paragraphs 241 to 243 of Annex V to the amended ITS.

Details on when an exposure is classified as forborne are likewise contained in Annex V to the ITS. Modifications involving repayments made by taking possession of collateral where that modification constitutes a concession are also treated as forbearance measures pursuant to Part 2 paragraphs 240 to 268 of Annex V to the amended ITS.

During its lifetime, an instrument can pass through various categories (e.g. from “not forborne or renegotiated” from time t via “renegotiated instrument without forbearance measures” from time $t + x$ to “forborne: totally or partially refinanced debt” from time $t + x + y$). However, only the most up-to-date status as at the respective reporting reference date is entered in the data attribute *status of forbearance and renegotiation*. At a later reporting reference date, the status of forbearance can, as appropriate, be reset to “not forborne or renegotiated”.

It should be noted here that, although the ITS contain specific criteria for classifying a forborne instrument as no longer forborne, they do not say when a renegotiated but not forborne instrument is classified as “not forborne or renegotiated”. It is clarified here that once instruments have been classified as “renegotiated without forbearance measures”, they are carried as such until maturity unless forbearance measures pursuant to the ITS have been taken.

Instruments to which forbearance measures do not apply but whose financial terms and conditions have been otherwise modified are reported as “renegotiated instrument without forbearance measures”.

Rollovers are generally associated with a change in the *legal final maturity date* and therefore count as a renegotiation.

See “instrument dataset”, “legal final maturity date”

Instruments for which new terms and conditions have been set within a predefined loan maturity and once the interest rate fixation period has expired, provided this adjustment complies with the terms of the contract and is made prior to the *legal final maturity date*, do not count as renegotiated. It does not matter here whether the debtor was involved in this adjustment. Reductions in the credit limit that are not relevant to the credit decision do not lead to any changes to this data attribute, either.

Existing contracts which, however, have been renegotiated only out of commercial considerations and to which no forbearance measures pursuant to the ITS apply should be classified as “renegotiated instrument without forbearance measures”. If, for instance, the *interest rate* (or the *margin*) is renegotiated because other banks are offering a lower rate of interest, the appropriate classification is as a “renegotiated instrument without forbearance measures”.

For refinancing where the original instruments have been effectively repaid and are replaced by one or more new instruments (with a new *contract* and *instrument identifier*), only the new instruments (with the new *contract* and *instrument identifier*) are reported; the original instruments no longer exist and are thus no longer subject to AnaCredit reporting requirements. However, in such cases the new instruments should be flagged as “forborne: totally or partially refinanced debt” immediately as from the *inception date*.

By way of analogy, for “renegotiated instruments without forbearance measures” (e.g. for increases in the commitment amount, increases in the credit limit or reductions in the interest rate) either of the two general approaches below can be taken.

- The original instrument continues to exist but individual terms and conditions are modified (e.g. higher commitment amount or lower *interest rate*).
- The original instrument no longer exists, and a new instrument (with a new *instrument identifier*) is created to repay the original instrument. The terms and conditions of the new instrument are different from those of the original instrument (e.g. the new instrument bears a lower rate of interest).

Even if the second approach is taken and a renegotiated instrument is reported as a new, separate instrument, it shall still be designated as a “renegotiated instrument without forbearance measures”.

Data attribute:	Date of the forbearance and renegotiation status
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The data attribute *date of the forbearance and renegotiation status* is for entering the date as from which the current *forbearance and renegotiation status* is considered to have arisen.

For instruments whose status has not changed since inception, the *date of the forbearance and renegotiation status* is identical to the *inception date*.

If an instrument is classified as “forborne: instruments with other modified terms and conditions”, the date on which the instrument’s terms and conditions were accordingly modified is reported as the *date of the forbearance and renegotiation status*.

If, however, an instrument is no longer classified as “forborne: instruments with other modified terms and conditions”, the date on which forbearance ended and as from which the instrument was consequently regarded as “not forborne or renegotiated” is reported.

In the case of multiple changes to the *forbearance and renegotiation status*, the date reported is always that of the most recent change.

Data attribute:	Cumulative recoveries since default
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This data attribute is for entering the total amount of recoveries received in relation to a defaulted instrument from the onset of the latest default up to the reporting reference date. In connection with this data attribute, the term “default” is defined in accordance with Article 178 of CRR.

The data attribute *cumulative recoveries since default* is always reported at instrument level and refers either to the default of the instrument (when applying the definition of default at instrument level) or of the counterparty (if the definition of default is not applied at instrument level).

In the data attribute *cumulative recoveries since default* the amount recovered during the latest default, i.e. from start to finish, and only during this period, is entered. Consequently, an amount is always to be recorded if the instrument defaulted prior to a reporting reference date. Otherwise, the value “Not applicable” is reported.

The value is reported in euro.

The specific guidelines below apply to this data attribute.

- If an instrument is in default in accordance with Article 178 of CRR on the reporting reference date, the sum of all recoveries of the principal since the beginning of default up to the reporting reference date (i.e. of all inflows of funds) is reported.
- Otherwise, if the instrument is no longer in default at a reporting reference date, the sum of all recoveries between the beginning and the end of default (i.e. all inflows of funds, irrespective of their source) are reported.
- If the definition of default in accordance with Article 178 of CRR is applicable only at counterparty level and not at the level of the individual instrument, the accumulation period for the instrument begins when the counterparty’s default is considered to have occurred.
- To calculate *cumulative recoveries since default*, all inflows of funds are counted, irrespective of their source; this shall include any and all voluntary repayments, proceeds from the realisation of collateral, amounts accruing in connection with the calling of guarantees, receipts from the sale of the instrument etc., where these inflows of funds occur during default.
- *Cumulative recoveries since default*, however, are reported net of any realisation costs. If, for instance, costs are incurred while realising collateral (e.g. when liquidating real estate posted as collateral), the recovered amount less the costs of the liquidation process are entered in the data attribute *cumulative recoveries since default*.
- Recoveries are not carried over from one default to the next. Each time a new default occurs, the value of *cumulative recoveries since default* is reset to 0 (zero) and accumulation begins anew.

The value “Not applicable” is reported in the following cases:

- if the CRR definition of default is used at instrument level: if the instrument has never been in default since inception;

- if the CRR definition of default is used at counterparty level: if no debtor of the instrument has ever been in default for the entirety of the business relationship with the observed unit.

Note here that the start of a default considered in the calculation of the value for this data attribute is not necessarily the *date of the default status (of the instrument or counterparty)*, which can change even after the default has arisen.

Cumulative recoveries since default are also reported on reporting reference dates at which there is no longer default. The idea behind this is, in particular, to capture those recoveries which occur shortly before the instrument ceases to be classified as defaulted and which would otherwise not have been captured.

Cumulative recoveries since default are reflected in a reduction in the *outstanding nominal amount*.

It is possible for the *default status of the instrument/counterparty* to change after the default has arisen (e.g. from “default because unlikely to pay” to “default because more than 90 days past due” or both) and, with it, also the attendant *date of the default status*. However, the entry in the data attribute *cumulative recoveries since default* is always based on the beginning of default; thus, it is always cumulative recoveries over the entire default period of the instrument/counterparty which are captured, not only the time since the last change in the default status. That is particularly relevant in those cases in which the default status changes over the course of a single default.

If no funds have been recovered since default, the value of 0 (zero) is entered.

Any amounts recovered after the end of the default period are classified as regular repayments and are therefore not allocated to *cumulative recoveries since default*.

Note here that recoveries can occur before and after (partial or total) write-off. Both are taken into account when calculating *cumulative recoveries*.

Data attribute:

Prudential portfolio

This data attribute classifies exposures in the trading book as defined in Article 4(1) number 86 of CRR. The value of this attribute depends on the actual classification of the instrument in the trading or in the non-trading book for capital ratio purposes and not on the type of instrument or the *accounting classification of instruments*.

For instruments which are not recognised on the balance sheet of the observed agent’s legal entity in accordance with the accounting standard, the value “Not applicable” is reported.

One of the values listed below is to be reported.

Trading book

Instruments in the trading book

Non-trading book

Instruments not in the trading book

Instruments in the trading book are all financial instruments held by the observed agent either with trading intent or in order to hedge positions held with trading intent.

Generally, instruments classified as “financial assets held for trading” or “trading financial assets” in accordance with the accounting standard will be held in the trading book. However, there may be exceptions, particularly in relation to national GAAP (see, for example, Part 2 paragraph 128 of Annex V to the amended ITS in the case of financial derivatives).

Data attribute:	Carrying amount
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This data attribute captures the net carrying amount of assets as reported in accordance with the applied accounting standard. This is the amount to be reported on the asset side of the balance sheet. The carrying amount includes *accrued interest*.

For instruments which are not recognised on the balance sheet of the observed agent’s legal entity in accordance with the accounting standard, the value “Not applicable” is reported.

The carrying amount is reported in units of euro.

If the reporting agent is subject to the FINREP Regulation, it should report the carrying amount as the amount used to fulfil the requirements of this Regulation.

The *carrying amount* is the net carrying amount for instruments measured at amortised cost. For instruments that are measured at fair value either through profit and loss or other comprehensive income, the *carrying amount* is equivalent to the fair value.

The amount of accrued interest as included in the *carrying amount* is defined in accordance with the data attribute *accrued interest* in the *financial dataset*.

5.6 ***Protection received dataset***

The *protection received dataset* describes the characteristics of any protection (both funded and unfunded pursuant to the CRR) that serves to secure the repayment of instruments reported in the instrument dataset.

Protection items that are not linked to any instrument reported under AnaCredit requirements do not have to be reported.

A protection item is recorded in the *protection received dataset* if it is considered by the reporting agent to be an assurance or coverage against a negative credit event that may arise in relation to an instrument. In other words, protection serves as a creditor’s protection against a debtor’s default where the value of the protection can be used to repay the loan if the debtor fails to satisfactorily meet the payment obligations under the terms of the contract.

All protection items treated as such by reporting agents are reported irrespective of whether or not they are eligible for credit risk mitigation in the calculation of the minimum capital requirements under the CRR or reported as collateral under Annex V to the ITS. Similarly, protection is reported independently of the loan-to-value ratio.

AnaCredit gives a broad definition of “protection” and does not stipulate or pre-empt a creditor’s decision as to which items may be accepted as protection in relation to an instrument, contract or debtor. Collateral reported for FINREP purposes under Section 12 of Part 2 of Annex V to the ITS forms a subset of the protection that may be reported in the context of AnaCredit.

If a protection item is contractually assigned not at the level of a particular instrument but at the level of a debtor or a contract, this implicitly means that the protection item is linked to all instruments of the debtor or all instruments existing under the contract. Consequently, such protection is reported as a single record in the *protection received dataset*, whereas the *instrument-protection received dataset* includes a record for every combination of this protection item with any instrument of the debtor that is reported to AnaCredit.

Depending on the valuation approach of the observed agents, collateral with similar characteristics (such as collateral type and type of value, collateral valuation approach) can be bundled into a collateral basket and reported as bundled protection items. This concerns the reporting of securities portfolios that may contain a large number of individual securities or the situation where collateral provided by a protection provider and having similar characteristics (e.g. motor vehicles) serves as bundled protection items for many instruments.

Collateral is always bundled into a basket where a single collateral report would significantly exceed the scope of a partial report for a reporting reference date. In this case, enter the total value in the data attribute *protection value*. The share of the protection value attributable to the individual instruments associated with the protection must be allocated to the data attribute *protection allocated value*.

Data attribute:	Protection identifier
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See “Identifiers”.

Data attribute:	Type of protection
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In this data attribute, the type of protection received is reported, irrespective of its eligibility for credit risk mitigation pursuant to the CRR.

Each protection item is assigned a *type of protection*, i.e. a classification of protection into a list of several categories defined in the subsequent points. This classification is aimed at a clear identification of the protection category for each protection item and is independent of classifications under different reporting frameworks.

Gold

Gold in accordance with the CRR. A protection item which fulfils the definition of gold as referred to in the CRR is assigned this *type of protection*. The value “gold” includes gold bullion held in own vaults and on an allocated basis to the extent backed by bullion liabilities.

Currency and deposits

The value “currency and deposits” comprises currency in circulation and deposits, both in national currency and in foreign currencies, as defined in paragraph 5.74 of Annex A to ESA 2010.

Securities

Securities as defined in paragraph 5.89 of Annex A to ESA 2010. The value “securities” is restricted to debt securities, which are negotiable financial instruments serving as evidence of debt, in accordance with ESA 2010. Accordingly, the *type of protection* “securities” may relate to a single debt security or a basket (portfolio) of debt securities.

Loans and advances

The value “loans” comprises funds extended by creditors to debtors, as defined in paragraph 5.112 of Annex A to ESA 2010.

Equity and investment fund shares or units

The value “equity and investment fund shares or units” comprises residual claims on the assets of the institutional units that issued the shares or units, as defined in paragraph 5.139 of Annex A to ESA 2010. Equity shares also fall within this category.

Credit derivatives

The value “credit derivatives” comprises both credit derivatives meeting the definition of financial guarantees as defined in Part 2 paragraph 114(b) of Annex V to the amended ITS and credit derivatives other than financial guarantees as defined in Part 2 paragraph 129(d) of Annex V to the amended ITS. Credit derivatives include the eligible credit derivatives indicated in Article 204 of CRR.

Financial guarantees other than credit derivatives

Financial guarantees other than credit derivatives pursuant to the ITS. The value “financial guarantees other than credit derivatives” comprises guarantees having the character of credit substitutes and irrevocable standby letters of credit having the character of credit substitutes as defined in Part 2 paragraphs 114(a) and (c) of Annex V to the amended ITS. All types of guarantee should be reported as “financial guarantees other than credit derivatives”, even if they have a value of zero according to internal risk management.

Trade receivables

Trade receivables as defined in Part 2 paragraph 85(c) of Annex V to the amended ITS. The value “trade receivables” comprises loans to a debtor on the basis of bills or other documents that give the right to receive the proceeds of transactions for the sale of goods or provision of services. As opposed to instruments which are trade receivables purchased by a credit institution (and are reported in the *instrument dataset* accordingly), the *type of protection* “trade receivables” refers to those trade receivables which are not instruments in the context of AnaCredit but are a protection item which is pledged by the owner of the trade receivables to secure a loan granted by the credit institution to the owner or a third party (i.e. financing against trade receivables).

Life insurance policies pledged

Life insurance policies pledged to the creditor as referred to in the CRR. These are recorded in the *protection received dataset*, irrespective of whether or not they qualify as eligible collateral in accordance with the CRR.

Residential real estate collateral

Residential property as defined in Article 4(1) number 75 of CRR. The value “residential real estate collateral” comprises residences occupied by the owner or the lessee of the residence.

The value takes into account both an actual pledge on residential real estate and a residential real estate mandate.

Real estate mandates are defined as the right to seize and sell a designated real estate.

Offices and commercial premises

The value “offices and commercial premises” comprises real estate other than residential real estate that qualifies as “offices or other commercial premises” for the purposes of Article 126(1) of CRR. For further details please refer to the EBA Q&A 2014_1214 regarding the recognition of real estate as commercial property.⁸⁵

In determining whether a property that is a *type of protection* other than residential real estate collateral meets the description of “offices or other commercial premises” in accordance with the CRR, consideration is to be given to the dominant purpose of the property in question, which should meet the following conditions:

the value of the property shall not materially depend upon the credit quality of the borrower (Article 126(2)(a) of CRR;

the risk of the borrower shall not materially depend upon the performance of the underlying property or project, [...] and as a consequence, the repayment of the facility shall not materially depend on any cash flow generated by the underlying property serving as collateral (Article 126(2)(b) of CRR).

Commercial real estate collateral

Real estate property other than “residential property” and “offices and commercial premises”.

Other physical collateral

Other physical collateral in accordance with the CRR and not included in the previous values. The value “other physical collateral” comprises any physical object other than real estate and other than gold that is pledged to secure a reported instrument. Commodities are also reported as “other physical collateral”.

Other protection

This value comprises all other protection not included in any of the categories listed above.

The following particular points are to be noted.

Financial leases

The leased assets in financial leases function as implicit protection.

Reverse repurchase agreements

The financial assets that are part of a reverse repurchase agreement function as implicit collateral. Hence they are to be reported as protection items of the applicable type, i.e. securities or equity and investment fund shares or units.

Real estate

– Article 4(1) number 75 of CRR provides a definition of residential property but no definition of commercial property. Consequently, any real estate property that is not residential real estate is

⁸⁵ https://eba.europa.eu/single-rule-book-qa/-/qna/view/publicId/2014_1214

considered to be commercial property, with a further distinction made between (a) commercial real estate and (b) offices and commercial premises as *types of protection*. The distinction is based on the relationship between the collateral and the creditworthiness of the debtor.

- In accordance with Article 126 of CRR, the *type of protection* “offices and commercial premises” means real estate property other than residential real estate, provided the debtor’s creditworthiness does not materially depend on any cash flow generated by the property, and the property’s value does not materially depend on the quality of the debtor. By contrast, the *type of protection* “commercial real estate collateral” is immovable property other than residential real estate which does affect the creditworthiness of the debtor (i.e. if the proceeds received from it affect the creditworthiness of the debtor).
- If a property has a mixed residential and commercial use (such as office/apartment or retail outlet/apartment), it is to be classified according to its dominant use.

Undeveloped land

- Undeveloped land should be reported as “other physical collateral”.
- If undeveloped land is pledged as protection for loans to finance the construction or completion of residential property, offices or commercial premises on this land, the *type of protection* will be based on the future use of the property and the values “residential real estate collateral”, “offices and commercial premises” or “commercial real estate collateral” will be reported as the *type of protection*.

Data attribute:	Protection value
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This data attribute is for reporting the amount of the protection value as established for the relevant *type of protection value* following the *protection valuation approach*.

The *protection value* reflects the total value of the protection, being either its notional amount, if relevant, or otherwise an amount that best represents the value of the protection, established at the latest valuation, for which the protection may be taken into account at a reporting reference date.

The total protection value without considering any (regulatory) haircuts is reported.

The *protection value* is an amount denominated in euro. Foreign currency amounts are converted at the reference exchange rate applicable on the *date of protection value*.

See Part III, “Conversion of amounts in foreign currency”.

The *protection value* is based on the latest valuation prior to the reporting reference date.

If different assets are provided as a single protection item (e.g. securities portfolio, pledge on a warehouse), the *protection value* is calculated as the sum of the individual assets. It is not necessary to report each individual asset as a protection item.

For guarantees, the *protection value* calculated using the internal risk management of the observed agent is entered. This also applies if this value is 0 (zero).

Data attribute:	Type of protection value
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AnaCredit provides for two general types of protection value (notional amount and fair value). In principle, under AnaCredit a notional amount is reported for protection items that are financial instruments, while a fair value is reported for non-financial protection items. In particular, protection items such as gold or other physical collateral are valued at their fair values, whereas protection in the form of real estate collateral is reported at either its market value or long-term sustainable values. The market value is the equivalent of the fair value in relation to real estate, while long-term sustainable values are determined in a prudent assessment of real estate, taking into account its long-term aspects.

One of the following values is to be reported.

Notional amount

The notional amount is the nominal amount contractually agreed and used to calculate payments in the event that the protection is liquidated. It comprises all value types possessing this property, even if they are typically addressed by a specific technical term different from notional value. For example, the surrender value established as the *type of protection value* for life insurance policies under Article 212(2) of CRR is also to be identified as a notional value for AnaCredit purposes. In other words: all value types that are equivalent to a notional value are reported as “notional value” under the *type of protection value*, even if a different terminology has been used.

For an indication of the types of protection for which the *type of protection value* is typically a notional amount, consider the following examples.

- The *protection value* of financial guarantees other than credit derivatives is the notional value (e.g. the guaranteed amount).
- The *protection value* of loans serving as protection is the notional value (i.e. the nominal amount), irrespective of whether the loans are performing or non-performing.
- The notional amount is to be reported for debt securities issued at par, irrespective of whether or not fair values are available for these securities (including in cases where their fair values are obtainable on the stock exchange or other organised financial markets).
- The *protection value* of trade receivables is the notional value of the trade receivables.
- For debt securities (bonds), the values are reported at their notional amount. This also applies to zero-coupon bonds.
- In the case of life insurance policies pledged, the *protection value* regards the surrender value of the protection (as opposed to the insured amount). The surrender value is reported as the notional amount and the *type of protection value* is “notional amount”.
- For currency, the valuation is the notional value of the currency.
- For deposits, the values to be reported are notional (nominal) values.

Fair value

The fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the valuation date.

In the case of real estate protection, the term fair value is referred to as the “market value”.

Consequently, “fair value” is not used for real estate protection.

As regards certain types of protection for which there is no notional amount, or where valuing them at their notional amount is inappropriate, AnaCredit stipulates that such protection items are valued at their fair values. This relates in particular to non-financial protection items such as “other physical collateral”.

For an indication of types of protection for which the *type of protection value* is a fair value, consider the following examples:

- gold is valued at the price established in organised gold markets;
- equity and investment fund shares/units are valued at their fair values;
- listed shares are valued at their fair value, represented by the mid-market price observed on the stock exchange or other organised financial markets;
- unlisted shares are valued at their fair value, which will be estimated;
- leased assets other than real estate collateral are valued at their fair value.

In the case of any real estate collateral, the applicable *type of protection value* is either market value or long-term sustainable value as further discussed in the subsequent sections.

Market value

The current “market value” of immovable property as defined in Article 4(1) number 76 of CRR. To be used if the protection is immovable property when the market value is reported in the data attribute *protection value*. The “market value” is a value type to be used only for real estate collateral.

In the context of AnaCredit, the term “market value” is an equivalent of fair value in relation to real estate properties and means “the estimated amount for which the property could be exchanged on the date of valuation between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion”, as defined in Article 4(1) number 76 of CRR.

Long-term sustainable value

The “mortgage lending value” of immovable property as defined in Article 4(1) number 74 of CRR. To be used if the protection is immovable property and the “mortgage lending value” is reported in the data attribute *protection value*. The “long-term sustainable value” is a value type to be used only for real estate collateral.

The mortgage lending value is determined by a prudent assessment of the future marketability of the property taking into account long-term sustainable aspects of the property, the normal and local market conditions, and the current use and alternative appropriate uses of the property, as defined in Article 4(1) number 74 of CRR.

If both a market value and a long-term sustainable value are available for real estate property, the market value is reported to AnaCredit.

Other protection value

Other protection values comprise value types not included in any of the categories listed above. However, only value types that differ from the definition of the above values are included in this category, while value types that differ only as regards the name (such as the surrender value in the case of life insurance policies pledged) are mapped to the respective value type.

Data attribute:

Protection valuation approach

The data attribute *protection valuation approach* records the method used to determine the protection value from among an exhaustive list of values this data attribute may assume.

The type of *protection valuation approach* is in particular relevant for protection items which are valued at their fair values (or market or long-term sustainable values in the case of real estate collateral).

The reporting agent reports the valuation method that was used to establish the protection value as reported in the data attribute *protection value*.

If the *type of protection value* is “notional amount”, the *protection valuation approach* does not apply, and therefore the value “other type of valuation” is reported.

If the protection was not valued at its notional amount, then the valuation approach that was undertaken in the latest valuation is reported. In this context, a distinction is made between four different *protection valuation approaches*:

- mark-to-market valuation;
- counterparty estimation;
- creditor valuation;
- third party valuation.

AnaCredit does not specify a priority as regards the *protection valuation approach*. Instead, this data attribute is intended to indicate which kind of valuation process reporting agents actually have in place.

For the sake of consistency, under the term “creditor valuation”, it is also presumed that the actual valuation is performed by a reporting agent by means of a quantitative valuation model (rather than by an appraiser as such) following a methodology applied by the reporting agent. Similarly, “third party valuation”, besides valuations carried out by appraisers, also includes valuations by means of quantitative techniques and methodologies over which neither the debtor nor the creditor have any control.

Mark-to-market valuation

Valuation method whereby the *protection value* is based on unadjusted prices quoted for identical assets and liabilities in an active market. For protection items whose fair value reported in the data attribute *protection value* has been established in organised markets, “mark-to-market” is reported as the *protection valuation approach*. This in particular regards the following protection items:

- gold is valued at the price established in organised gold markets;
- listed shares are valued at their fair value, represented by the mid-market price observed on the stock exchange or other organised financial markets.

Counterparty estimation

Valuation method whereby the valuation is carried out by the protection provider. This in particular may regard equity and investment fund shares/units that are valued at their fair values.

Creditor valuation

Valuation method whereby the valuation is carried out by the creditor. The valuation may be undertaken by an external or staff appraiser who possesses the necessary qualifications, ability and experience to execute a valuation and who is not independent from the credit decision process.

For protection items whose fair value (or market or long-term sustainable value in the case of real estate collateral) has been established by the creditor (or by a methodology which is controlled by the creditor), the *protection valuation approach* is reported as “creditor valuation”.

This may apply to the following cases, in particular:

- unlisted shares valued at their fair value which is estimated on the basis of a methodology controlled by the creditor;

- leased assets valued at their fair value following a valuation methodology controlled by the creditor where the asset value is calculated with the use of asset valuation curves;
- commercial real estate valued at a long-term sustainable value which was based on an appraisal carried out by an appraiser hired by the creditor;
- residential real estate valued at its market value which was based on an appraisal carried out by an appraiser hired by the creditor.

Third party valuation

Valuation method in which the valuation is provided by an appraiser who is independent of the credit decision process. For protection items whose fair value (or market or long-term sustainable value in the case of real estate collateral) has been established by a third party (or by a methodology which is not controlled by the creditor), the *protection valuation approach* is reported as “third party valuation”.

This in particular may regard the following cases:

- unlisted shares valued at their fair value which is estimated on the basis of a methodology not controlled by the creditor;
- leased assets valued at their fair value following a valuation methodology not controlled by the creditor where the asset value is calculated with the use of asset valuation curves;
- commercial real estate valued at its market value following a valuation carried out by a third party appraiser, over which the creditor has no control;
- residential real estate valued at its market value following a quantitative valuation technique (using a publicly available house price index) developed by a third party over which the creditor has no control.

Other type of valuation

Any other type of valuation that is not included in the previous categories. If the *protection value* is the “notional amount” of the protection, as reported in the data attribute *type of protection value*, the *protection valuation approach* is reported as “other type of valuation”.

Data attribute:

Real estate collateral location

This data attribute is for reporting the region or the country where the real estate collateral is located.

The *real estate collateral location* is to be reported only in the case of protection items for which the data attribute *type of protection* is reported as any of the following three types of real estate collateral:

- “residential real estate collateral”;
- “offices and commercial premises”;
- “commercial real estate collateral”.

If the *type of protection* is not one of the three real estate collateral types, the value “Not applicable” is reported.

For real estate collateral located in an EU Member State, the value is the code of the county/administrative division (NUTS 3 region code) of the administrative district or municipality where the real estate collateral is registered/located according to the land register, for instance. A mapping of most postal codes to their respective NUTS 3 codes can be found on the Eurostat and European

Commission websites.⁸⁶ The currently applicable value from the code list for the data attribute *real estate collateral location* is the item to be used for the AnaCredit report.

For real estate collateral not located in any EU Member State, the value is the ISO 3166-1 alpha-2 code of the country where the real estate collateral is located.

Data attribute:	Date of protection value
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The *date of protection value* is the date on which the latest appraisal or valuation of the protection was carried out prior to the reporting reference date, i.e. the date on which the amount reported in the data attribute *protection value* of the value type reported in the data attribute *type of protection value* was established under the valuation method reported in the data attribute *protection valuation approach*.

As regards protection items which are valued at their fair values (or market or long-term sustainable values in the case of real estate collateral), the *date of protection value* is the date on which the latest appraisal or valuation of the protection was carried out prior to the reporting reference date.

In the case of protection items which are valued at their notional amount, it is the date on which the notional amount changed for the last time prior to the reporting reference date.

Data attribute:	Maturity date of the protection
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The *maturity date of the protection* is contractually specified. It is the earliest possible date beyond which the protection is no longer legally valid, taking into account any agreements amending initial contracts.

If no specific date is provided in the credit contract (or no such date arises from the general legal framework), the value “Not applicable” is reported.

Unless “Not applicable” is to be reported, the maturity date of the protection is reported as the date on which the protection will be terminated or may be terminated.

The *maturity date of the protection* is not a property of the received protection item itself (e.g. the expiry date of a debt security pledged as protection) but of its function as protection securing a reported instrument (e.g. the date upon which the debt security may be withdrawn from serving as protection for the reported instrument).

If the protection is used to secure multiple instruments and, in relation to each instrument, it is contractually specified that the protection cannot be used beyond the maturity date of the instrument, the reported maturity date of the protection is the earliest of all the maturity dates specified in any of the contracts.

When the reporting reference date reaches or is after the earliest protection maturity date, then the *maturity date of the protection* is changed/rolled over to the next such date, i.e. the maturity date of the

⁸⁶ <https://gisco-services.ec.europa.eu/tercet/flat-files> and https://ec.europa.eu/eurostat/web/products-datasets/-/reg_area3

next reported instrument to which the protection item is linked, unless the maturity date is unspecified for the instruments.

If the credit contract expressly specifies that the protection can be legally pledged for an unlimited period of time, then “Not applicable” is reported. If no specific date is provided in the credit contract (or no such date arises from the general legal framework), “Not applicable” is reported as the *maturity date of the protection*. If, for example, a protection item is pledged “until further notice”, the value “Not applicable” is reported. If trade receivables are used as collateral, the end of the (statutory) limitation period is not reported as the *maturity date of the protection*.

Physical collateral, gold, equity shares and real estate collateral do not expire in the same way that, for example, a debt instrument does. However, the contract establishing that those physical goods, equity shares or property may be used as protection for a specific instrument may set a maturity date upon which the function of these goods or property as protection may terminate or be terminated. This date is reported.

Data attribute:	Original protection value
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This data attribute captures the monetary value of the protection item at the date when it was originally received as a credit protection.

The *original protection value* is an amount denominated in euro. Foreign currency amounts are converted at the reference exchange rate applicable on the *date of original protection value*.

See Part III, “Conversion of amounts in foreign currency”.

In the case of a protection item securing the same instrument, the *original protection value* will remain unchanged throughout the entire life of the instrument. This includes cases where the same protection is pledged to secure another instrument which is originated some period after the first instrument was originated.

Should the protection item change during the life of an instrument (e.g. in the case of a “reverse repurchase agreement”), this is to be indicated in the AnaCredit reporting. The *original protection value* relates to the value of the protection item at the date when the protection item concerned was first received as a credit protection. This date does not necessarily correspond to the *inception date*.

Data attribute:	Date of original protection value
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This data attribute captures the date of the original valuation of the protection as reported in the data attribute *original protection value*, i.e. the date on which the latest appraisal or valuation of the protection was carried out prior to its initial receipt as credit protection.

5.7 *Instrument-protection received dataset*

One data record is reported for each unique combination of protection item and instrument secured.

Data attribute:	Contract identifier
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See "Identifiers".

Data attribute:	Instrument identifier
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See "Identifiers".

Data attribute:	Protection identifier
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See "Identifiers".

Data attribute:	Protection allocated value
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The *protection allocated value* is the maximum amount of the protection value that can be considered as credit protection for the instrument.

The amount of the existing *third party priority claims against the protection* or priority claims against the protection of other instruments relating to the same or another observed agent within the scope of the reporting agent is excluded when deriving the *protection allocated value*.

The value is reported in euro.

In order to determine a *protection allocated value*, an observed agent follows the collateral allocation principles that it uses internally for risk management purposes. In this respect, any deductions based on expected revenue probabilities can be taken into account when determining the *protection allocated value* if this is in line with internal risk management practices.

Conversely, observed agents are not required to report the *protection allocated value* in accordance with Part 2 of Annex V to the ITS, irrespective of whether or not the protection item in question is eligible for credit risk mitigation in accordance with the CRR. The *protection allocated value* may exceed the *outstanding nominal amount* of the instrument that the protection secures.

The reason why AnaCredit does not require the *protection allocated value* to be determined in accordance with the ITS is that a broader approach to protection is taken in the context of AnaCredit than in the CRR. In AnaCredit, every protection item which secures the instrument is reported, irrespective of its eligibility for the calculation of the minimum capital requirements in accordance with the CRR/ITS.

Similarly, AnaCredit does not require that a specific prioritisation of protection items (in cases where several protection items secure a particular instrument) or prioritisation of instruments (in cases where one protection item is associated with several instruments) be carried out. Banks can choose their own prioritisation rules to allocate received protection items to instruments.

The allocation logic applied by an observed agent should also take into consideration amounts of the *protection value* that the observed agent allocates to other instruments which, owing to the limited scope of AnaCredit, are not subject to AnaCredit reporting (e.g. strict off-balance sheet instruments).

Generally, in the context of AnaCredit, a distinction is made between the *protection value* taken in principle at its notional amount and the *allocated protection value* which takes the notional amount only as a starting point and then considers additional factors affecting the maximum amount of the protection value which can actually be considered as protection for the instrument (e.g. the mortgage inscription value, any third party priority claims, the quality or marketability of the protection, other instruments secured with this protection etc.).

Data attribute:	Third party priority claims against the protection
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The *third party priority claims against the protection* represent the maximum amount of any existing higher-ranked liens with respect to third parties other than the observed agent against the protection.

This data attribute is a monetary amount reported in euro.

Instruments granted by third party credit institutions which give rise to the *third party priority claims against the protection* securing a reported instrument are not subject to AnaCredit reporting from the perspective of the reporting agent of the observed agent that extended the reported instrument.

The third party claims against the protection available to an observed agent are typically based on the information as recorded at the inception of an instrument rather than at a particular reporting reference date. Therefore, this data attribute in AnaCredit is quite static, as it is not expected to change regularly. It would tend to be updated when the claim of the third party on the protection item as such no longer exists with the third party. Nevertheless, this data attribute may be updated on an ongoing basis if observed agents have up-to-date information in respect of the *third party priority claims*.

The amount of the *third party priority claims against the protection* is typically a feature of the protection item itself rather than of the instrument-protection combination vis-à-vis an observed agent. Therefore, in cases where multiple instruments are reported that are secured by the same protection item, it is common practice to report the same amount for the data attribute *third party priority claims against the protection* for each instrument-protection combination. However, this is not necessarily the case in general, as the observed agent may have different liens on the same protection item in relation to different instruments.

If the creditor has multiple claims with mixed-rank liens on the same property, higher-ranked liens are to be determined on the basis of the lowest priority claim the creditor has against the protection.

5.8 Counterparty risk dataset

The *counterparty risk dataset* captures the assessment of the counterparty's credit risk in accordance with the CRR. The information in this dataset is compiled at the level of the counterparty.

The reporting of the *counterparty risk dataset* depends on whether the credit institution has counterparties for which the *probability of default* data attribute is to be reported.

See "Probability of default".

For counterparties which are neither debtors nor protection providers, the *probability of default* data attribute is not to be reported. Accordingly, no records in the *counterparty risk dataset* are reported for these counterparties.

The *probability of default* data attribute needs to be reported if the credit institution has obtained permission to estimate the probability of default of the affected debtors and protection providers using the internal ratings-based (IRB) approach under the CRR. If the credit institution has not obtained this permission, then the entire *counterparty risk dataset* is not to be reported.

If a credit institution has no counterparties whatsoever for which the *probability of default* data attribute is to be reported, the entire *counterparty risk dataset* is not reported. This applies in particular to credit institutions which only use the credit risk standardised approach (CRSA) to calculate their supervisory minimum capital requirements for counterparty credit risk.

For credit institutions which, despite having permission to use the IRB approach, still apply the CRSA to certain risk exposures in accordance with Articles 148 and 150 of CRR, the following applies: if a credit institution applies the CRSA to all risk exposures of a given counterparty, the entire record is not to be reported in the *counterparty risk dataset* for this counterparty.

Data attribute: **Type of counterparty identifier**

See "Identifiers".

Data attribute: **Counterparty identifier**

See "Identifiers".

Data attribute: **Probability of default**

This data attribute captures the counterparty's probability of default over one year, determined in accordance with Articles 160, 163, 179 and 180 of CRR.

This data attribute is subject to AnaCredit reporting for counterparties which are:

- debtors;
- protection providers, on condition that they are at the same time the issuers of the protection. This is particularly the case if the protection item is a financial guarantee as defined in the ITS: If the protection provider is at the same time the issuer of the financial guarantee, this data attribute is subject to reporting for this protection provider. However, if the protection item consists of securities and if the protection provider is not the issuer of those securities, the *probability of default* does not require reporting.

The reporting of this data attribute is not required if the reporting agent has not received permission to determine probability of default estimates for debtors and protection providers concerned in accordance with the IRB approach of the CRR.

This data attribute is reported as a number ranging from 0 to 1, rounded up to six digits after the decimal point. Under no circumstances is the value “Not applicable” to be reported.

If the data attribute *default status of the counterparty* is reported and a default is entered, irrespective of the value, the *probability of default* is given as 1.

5.9 Counterparty default dataset

The *counterparty default dataset* report depends on whether the credit institution has counterparties for which the *default status of the counterparty* data attribute is to be reported. This data attribute is reported for debtors and protection providers for which, in accordance with Article 178 of CRR, the credit institution determines the default status at counterparty level and not at the level of the individual instrument. The information in this dataset is compiled at the level of the counterparty.

See “*Default status of the counterparty*”.

For counterparties which are neither debtors nor protection providers, the data attribute *default status of the counterparty* is not to be reported. Accordingly, no records in the *counterparty default dataset* are reported for these counterparties.

Moreover, the data attribute *default status of the counterparty* is not reported if the credit institution applies, in the case of retail exposures, the definition of default laid down in Article 178 of CRR at the level of the individual instrument rather than in relation to the total obligations of a debtor or protection provider.

If a credit institution has no counterparties whatsoever for which the data attribute *default status of the counterparty* is to be reported, the entire *counterparty default dataset* is not reported. This applies to all institutions which apply the definition of default at the level of the individual instrument for all qualifying instruments within the meaning of AnaCredit.

For credit institutions which record the default status at the counterparty level in some cases and at the level of the individual instrument in others, the following applies: if a credit institution applies to all risk exposures of a given counterparty the definition of default exclusively at the level of individual instruments, the entire record is not to be reported in the *counterparty default dataset* for this counterparty. Otherwise, a record for this counterparty will accordingly be reported in the aforementioned dataset.

Data attribute: **Type of counterparty identifier**

See “Identifiers”.

Data attribute: **Counterparty identifier**

See "Identifiers".

Data attribute:	Default status of the counterparty
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This data attribute serves to identify the default status of the counterparty. The values that this data attribute can take are based on Article 178 of CRR. The criteria to be applied for reporting this data attribute are the same as those used by the reporting agent for the calculation of the minimum capital requirement in accordance with the CRR.

This data attribute is subject to AnaCredit reporting for counterparties which are:

- debtors;
- protection providers, on condition that they are at the same time the issuers of the protection. This is particularly the case if the protection item is a financial guarantee as defined in the ITS: If the protection provider is at the same time the issuer of the financial guarantee, this data attribute is subject to reporting for this protection provider. However, if the protection item consists of securities and if the protection provider is not the issuer of those securities, the *default status of the counterparty* does not require reporting.

This data attribute is not reported to AnaCredit if the reporting agent applies, in the case of retail exposures, the definition of default laid down in Article 178 of CRR at the level of the individual instrument rather than in relation to the total obligations of a debtor.

One of the following four values is reported in accordance with the CRR. Under no circumstances is the value "Not applicable" to be reported.

Not in default

The counterparty does not fulfil the default definition in accordance with Article 178 of CRR.

Default because unlikely to pay

The counterparty is classified to be in default because payments are unlikely in accordance with Article 178(1)(a) of CRR.

Default because more than 90/180 days past due

- In accordance with Article 178(1)(b) of CRR, the counterparty is classified to be in default because the counterparty is more than 90/180 days past due on any material credit obligation to the institution, the parent undertaking or any of its subsidiaries.
- For the purpose of indications of the past due criterion on a counterparty, see Article 178(2)(a) to (e) of CRR.

Default because both unlikely to pay and more than 90/180 days past due

This value is to be selected when both of the following have taken place:

- payments are unlikely in accordance with Article 178(1)(a) of CRR;
- the counterparty is more than 90/180 days past due on any material credit obligation in accordance with Article 178(1)(b) of CRR.

More detailed information on the definition of default can be found in the EBA Guidelines on the application of the definition of default under Article 178 of Regulation (EU) No 575/2013 (EBA/GL/2016/07 of 28 September 2016).

Data attribute: **Date of the default status of the counterparty**

This data attribute captures the date on which the default status as reported in the data attribute *default status of the counterparty* is considered to have arisen.

This data attribute is reported only if the data attribute *default status of the counterparty* is subject to AnaCredit reporting.

In the case of counterparties which are considered by the reporting agent not to have been in default in accordance with Article 178 of CRR since the beginning of the relationship (until the reporting reference date) and for which the *default status of the counterparty* is reported as “not in default”, and only in such cases, the data attribute *date of the default status of the counterparty* is reported as “Not applicable”.

This date is no later than the reporting reference date.

If a counterparty which was in default earlier has not been in default since then and is not in default at a reporting reference date, the *default status of the counterparty* is reported as “not in default”, and the *date of the default status of the counterparty* at the reporting reference date is the date as of which the counterparty ceased to be in default.

In the case of a mixed counterparty/instrument level of the assessment of the default status, the *date of the default status of the counterparty* is only relevant for those instruments whose default status is assessed at the level of the counterparty and not for those (retail) instruments to which the last sentence of Article 178(1) of CRR applies.

5.10 **Protection provider dataset**

One data record is reported for each unique combination of protection provider and protection item provided.

Data attribute: **Protection identifier**

See “Identifiers”.

Data attribute: **Type of protection provider identifier**

See “Identifiers”.

Data attribute: **Protection provider identifier**

See “Identifiers”.

Reference documents

EU regulations and guidelines

AnaCredit Regulation	Regulation (EU) 2016/867 of the European Central Bank of 18 May 2016 on the collection of granular credit and credit risk data (ECB/2016/13) (OJ L 144/44)
BSI Regulation	Regulation (EU) 2021/379 of the European Central Bank of 22 January 2021 on the balance sheet items of credit institutions and of the monetary financial institutions sector (recast) (ECB/2021/2)
Consolidation Directive	Seventh Council Directive 83/349/EEC of 13 June 1983 based on Article 54(3) (g) of the Treaty on consolidated accounts (83/349/EEC) (OJ L 193/1)
Council Regulation for ECB statistics	Council Regulation (EC) No 2533/98 of 23 November 1998 concerning the collection of statistical information by the European Central Bank (OJ L 318/8)
CRD IV Directive	Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (OJ L 176/338)
CRR	Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (OJ L 176/1), amended by Regulation (EU) 2019/2033 of the European Parliament and of the Council of 27 November 2019 (OJ L 314/1)
ESA 2010	Regulation (EU) No 549/2013 of the European Parliament and of the Council of 21 May 2013 on the European system of national and regional accounts in the European Union (OJ L 174/1)
FINREP Regulation	Regulation (EU) 2015/534 of the European Central Bank of 17 March 2015 on reporting of supervisory financial information (ECB/2015/13) (OJ L 86/13)
FVC Regulation	Regulation (EU) No 1075/2013 of the European Central Bank of 18 October 2013 concerning statistics on the assets and liabilities of financial vehicle corporations engaged in securitisation transactions (recast) (ECB/2013/40) (OJ L 297/107)

ITS	Commission Implementing Regulation (EU) No 2021/451 of 17 December 2020 laying down implementing technical standards for the application of Regulation (EU) No 575/2013 of the European Parliament and of the Council with regard to supervisory reporting of institutions and repealing Implementing Regulation (EU) No 680/2014
MIR Regulation	Regulation (EU) No 1072/2013 of the European Central Bank of 24 September 2013 concerning statistics on interest rates applied by monetary financial institutions (recast) (ECB/2013/34) (OJ L 297/51)
Non-Compliance Regulation	Regulation (EU) 2022/1917 of the European Central Bank of 29 September 2022 on infringement procedures in cases of non-compliance with statistical reporting requirements and repealing Decision ECB/2010/10 (ECB/2022/31)

Deutsche Bundesbank

Code lists for the reporting templates

<http://www.bundesbank.de/anacredit> > Code List

Guidelines on MFI interest rate statistics

www.bundesbank.de/en > Service > Reporting systems > Banking statistics > MFI interest rate statistics > MFI interest rate statistics

Guidelines on the monthly balance sheet statistics

www.bundesbank.de/en > Service > Reporting systems > Banking statistics > Monthly balance sheet statistics > Monthly balance sheet statistics

Instruction

Statistical instruction (*Statistische Anordnung*) on credit data statistics (AnaCredit) of 3 January 2020, Deutsche Bundesbank Notice No 8001/2020 and addendum of 19 December 2023, Deutsche Bundesbank Notice No 8003/2023

Technical reporting template

www.bundesbank.de/anacredit > Formate XML > Technisches Meldeschema AnaCredit

Technical specification

www.bundesbank.de/anacredit > Formate XML > Technical specification for reference and credit data reports for AnaCredit to the Bundesbank