

Comments

on ECB Draft AnaCredit Manual - Part II “Datasets and data attributes”

Register of Interest Representatives
Identification number in the register: 52646912360-95

Contact:
Silvia Schütte
Director
Telephone: +49 30 1663 2180
Fax: +49 30 1663 2199
Email: silvia.schuette@bdb.de

Berlin, 24 November 2016

The **German Banking Industry Committee** is the joint committee operated by the central associations of the German banking industry. These associations are the Bundesverband der Deutschen Volksbanken und Raiffeisenbanken (BVR), for the cooperative banks, the Bundesverband deutscher Banken (BdB), for the private commercial banks, the Bundesverband Öffentlicher Banken Deutschlands (VÖB), for the public banks, the Deutscher Sparkassen- und Giroverband (DSGV), for the savings banks finance group, and the Verband deutscher Pfandbriefbanken (vdp), for the Pfandbrief banks. Collectively, they represent approximately 1,700 banks.

Coordinator:
Association of German Banks
Burgstraße 28 | 10178 Berlin | Germany
Telephone: +49 30 1663-0
Telefax: +49 30 1663-1399
www.die-deutsche-kreditwirtschaft.de

Comments on ECB Draft AnaCredit Manual - Part II

General comments

- In accordance with Part I of the ECB Manual, the manuals do not contain any additional requirements and are not legally binding. In our view, the manuals do, however, contain additional requirements that are not covered by the Regulation, e.g. reporting a fund as the branch of an investment company.
- BIRD contains code lists for the characteristics of approx. 30 attributes. The characteristics are shown alongside the respective attributes in the draft manual. If the attributes are expected to be reported using the corresponding BIRD key, reference to this effect would be helpful.
- For attributes whose content is not delivered for various reasons, there are different reporting instructions, for example
 - non-applicable
 - not applicable
 - not required
 - not available

Harmonisation to obtain as few different characteristics as possible would reduce vulnerability to error. We suggest entering "n/a" for all items which cannot be reported, regardless of the reason. We expect that these fields should be left empty.

- Default value string 'non-applicable' is proposed for date and number attributes --> will cause data type errors in database.
- The numbering is not always correct. This is the case on page 60, 78, 87, for example. Please adjust!
- It is difficult for readers to distinguish between the different colours. We would ask the ECB to use more distinctive colours and/or add symbols to facilitate the distinction.
("Reduced requirements for credit data" in Part I, section 7 is a good example of a table which is easy to read.)

Comments on ECB Draft AnaCredit Manual - Part II

Section	Page	Reference	Feedback Comment/Question
1.1.3	6	Credit limits and outstandings	It remains unclear how master loan agreements are to be handled. Chapter 1 merely talks about possible "limit structures" but does not explain reporting of credit lines. In particular, how is the credit line itself to be reported under AnaCredit and from when is it to be reported – when it is drawn down for the first time or when it is set up? How is utilisation of credit lines through non-reportable AnaCredit products to be handled?
1.1.4	7	This means that an instrument is not reported when the contract is signed but it is only with the first drawdown. However in case of credit facilities such as credit cards revolving loans or overdrafts (being unconditional and irrevocable by nature) such items are subject to reporting from the moment when they are made available to the debtor	We consider credit cards as revocable by nature, and revolving credits can also be conditional. Is "(being unconditional and irrevocable by nature)" only referring to overdrafts or also to credit cards and revolving loans?
1.1.4	7	Conversely, strict off-balance sheet items such as loan commitments, financial guarantees and other commitments as defined in paragraphs 57, 58 and 59 of Part 2 of Annex V in Regulation (EU) No 680/2014, which do not have outstanding balances, are not considered to be any of the types of instruments as referred to in Article 1(23) of the AnaCredit Regulation. "This means that an instrument is not reported when the contract is signed but it	What is meant here by loan commitments? We would appreciate it if the whole context of credit facilities/off-balance sheet exposures could be presented in more detail based on examples, probably included in the case studies (Part III).

Comments on ECB Draft AnaCredit Manual - Part II

		is only with the first drawdown. However, in the case of credit facilities such as credit cards, revolving loans or overdrafts (being unconditional and irrevocable by nature) such items are subject to reporting from the moment when they are made available to the debtor.”	
1.2	7	Reporting frequency The information in this dataset, however, is submitted to AnaCredit once and updated whenever changed.	As all amounts have to be converted into euro, exchange rate variations can also lead to differences. Are these differences due to exchange rate variations also to be considered as “changed” in the context of AnaCredit and therefore an update has to be provided?
1.3.1.2	11	Overdraft Debit balances on current accounts arise with regard to: (a) current accounts with a credit limit; and (b) current accounts with no credit limit	Where loan products are concerned, it is standard practice for due amounts to be booked to separate (current) accounts to allow separate overdraft conditions to be applied. If a customer has several instruments of the same type, only one arrears account is opened. We expect it to be correct to report these arrears accounts as separate instruments, as the alternative would mean tremendous effort to adapt booking processes for arrears and calculate interest via combined costing (mixing overdraft and debit).
1.3.1.5	14	Credit lines other than revolving credit	If we cancel a contract, the transaction is transferred to the workout system and the facility is cancelled and deleted from the system. In cases involving types of instrument for which the availability of a limit defines the type of instrument (“Credit lines other than revolving credit” and “revolving credits”) we expect it to be correct to report this loan without a limit as “other loan”.
1.3.1.5	15	Similarly, a non-revolving credit granted to finance projects will be typically	Disbursement of loans to finance projects usually depends on the progress of a project. We have doubts about whether the debtor in project finance “may use or withdraw funds up to a

Comments on ECB Draft AnaCredit Manual - Part II

		classified as 'credit lines other than revolving credit'.	pre-approved credit limit without giving prior notice to the creditor." We recommend defining the term "credit line" precisely in this context.
1.3.1.6	16	<p>Reverse repurchase agreements</p> <p>In the context of AnaCredit, reverse repurchase agreements mean any transaction in which the credit institution receives cash in exchange for any assets where there is a commitment to reverse the operation and not merely an option to do so.</p>	As correctly shown in figure 1, in a reverse repo the institution receives assets and provides cash; a repo transaction is described here.
1.3.1.6	17	Consequently, in the context of AnaCredit, a reverse <u>report</u> transaction shall be reported as follows:	Probably a typo; it should read "reverse <u>repo</u> transaction"
1.3.1.7	18	<p>Trade receivables</p> <p>In the context of AnaCredit, the type of instrument "Trade receivables" is exclusively reserved for purchases of trade receivables, with or without recourse (hereinafter referred to as "factoring").</p>	<p>The interpretation of the description is not clear to us. Is this sentence just used to again make clear the difference between "trade receivable" and "financing of trade receivables" or is its purpose to clarify that "purchase of receivables" is the ONLY product to be reported as trade receivables? In the latter case, as which types of instrument are the other products mentioned (e.g. "outright purchase of trade receivables, forfaiting and discounting of invoices, bills of exchange, commercial papers and other claims when the credit institution buys the trade receivables") to be reported?</p> <p>Can we have an example of commercial papers being purchased?</p> <p>Does the purchase of leasing receivables (underlying = leasing transaction) also meet the definition of trade receivables?</p> <p>Can we have an example of an outright purchase of trade receivables?</p>

Comments on ECB Draft AnaCredit Manual - Part II

			<p>Remark: In case "invoice" granularity is to be delivered, we have to consider several aspects: the number of invoices bought as one "purchase" can be enormous (up to 100 000). The invoices are clustered as purchases and several data are defined at purchase level (purchase price, discount, etc.) Furthermore, all processes are based on purchases and not on invoice level. Providing the required information at invoice level would result in a much higher data volume for reporting, substantial effort to establish granular interfaces and a very significant amount of work to implement processes at invoice level (arrears process on invoice level, reconciliations,...).</p>
1.3.1.9	20/21	<p>Other loans Other loans primarily include lump-sum credits (where the total credit is paid out in one instalment); other loans also include such cases as 'credit as a result of called guarantees', 'amounts due as a result of transactions in derivatives', or in general loans arising from off-balance sheet transactions.</p>	<p>Reporting strictly off-balance sheet instruments which can have on-balance-sheet amounts based on 'called guarantees' or other circumstances results in additional effort which was previously not in scope as it was announced that strictly off-balance sheet instruments are not in scope. By requiring such data, we would also have to report guarantees and derivatives because these "on-balance-sheet" amounts are part of the life cycle of these products and are not separate products. This will impose a huge additional burden.</p>
1.3.1.9	20	<p>Other loans Definition: Other loans not included in any of the categories listed above. Loan has the same meaning as defined in paragraphs 5.112, 5.113 and 5.114 of Annex A to Regulation (EU) No 549/2013.</p>	<p>The paragraphs mentioned define "loans" (F.4) In the same regulation "debt securities" (F.3) are also defined and are separated from "loans" as follows: The distinction between transactions in loans (F.4) and transactions in debt securities (F.3) is that loans are non-negotiable financial instruments, while debt securities are negotiable financial instruments. Can we conclude that debt securities do not fall under the definition of "other loans"?</p> <p>Question: If debt securities are not in scope: does the purchase of commercial papers not also reflect a debt security?</p>

Comments on ECB Draft AnaCredit Manual - Part II

1.3.4	23	<p>Inception date</p> <p>However, in case of roll-overs or restructuring when the existing contract is superseded by a new contract (i.e., where all or some of the conditions have changed), and thereby a new instrument arises which is registered as a new record in the instrument dataset (additional to the new contract being registered). In this record, the new inception date on which the agreement was made is recorded.</p>	<p>In the case of roll-overs, we do not see any new contract being created. The contract stays the same, only a new instrument is created.</p>
1.3.4	23,	<p>Inception date</p> <p>The inception date for any debit balances on current accounts where there is no contractual agreement on a credit facility supporting the debit balance, must be reported as the actual settlement date on which the debit balance was occurred (was executed).</p>	<p>Information on since when a current account without any limit/overdraft agreement shows a debit balance is currently available only in account-holding computer systems and cannot subsequently be determined for reporting purposes by way of commercially reasonable efforts.</p> <p>We recommend waiving reporting.</p>
1.3.4, 1.3.5	23 f.	<p>Settlement date/Inception date</p> <p>Current accounts</p>	<p>How are the data fields to be reported if</p> <ul style="list-style-type: none"> ▪ the overdraft line previously granted for a current account is cancelled by the bank or ▪ a new line is granted for an overdrawn current account without any overdraft limit? <p>Does the way the settlement date/inception date is determined as required change?</p>
1.3.4, 1.3.5		<p>Inception date/Settlement date</p>	<p>Could you please review your requirements regarding inception and settlement date of current accounts without approved credit facility? In section 1.3.4 you state that the inception date shall be the date when the debit balance occurred. In the example 2 in section 1.3.5 (table 7 as of 30/04/2019) you report as inception date of instrument_4 the date of the opening of the account</p>

Comments on ECB Draft AnaCredit Manual - Part II

			<p>instead of the date when the debit balance occurred. Our understanding is, that the date of the opening of the account should only be relevant for current account with approved credit facility. Furthermore in this example it is unclear why the inception date for all the other instruments switches from 01/03/2019 to 05/03/2019 (from the first table to the next - unfortunately both tables are labelled table 7).</p> <p>Regarding the inception and settlement date it would also be relevant to know how a credit balance in between to periods of debit balances affects both dates (very relevant for current accounts). Our understanding would be that every time another debit balance occurs after a period of credit balance the reporting would be the following:</p> <ul style="list-style-type: none"> ▪ current accounts with credit facility: inception date remains the same (date of the contract including the facility), settlement date would be the date of the latest switch from credit to debit ▪ current accounts without credit facility: inception date matches settlement date, both would be the date of the latest switch from credit to debit
1.3.5	23 f.	<p>Settlement date Current accounts</p>	<p>Remarks:</p> <ul style="list-style-type: none"> ▪ Under the reporting regime, no information is available on since when a revolving credit line shows a current drawdown (negative balance). Merely the date of first disbursement is available in computer systems. ▪ In the case of a current account with an overdraft line, no information is currently available under the reporting regime on when the account showed a negative balance for the first time. ▪ For current accounts without any limit/overdraft agreement, see remarks on section 1.3.4 above. ▪ Subsequently obtaining the information for existing accounts is extremely burdensome and not possible at present (current accounts opened long ago). <p>Owing to the frequency with which balances on current accounts change, we would suggest reporting only the current date, not data relating to the past. If the ECB considers this not to</p>

Comments on ECB Draft AnaCredit Manual - Part II

			be possible, the above transactions should at least be handled in the same way to minimise the workload involved in adjusting banks' systems.
1.3.5	23/24	<p>Settlement date</p> <p>Further, the settlement date for revolving credit instrument, where the debit balance can be replenished by the debtor, is the date on which the funds were disbursed for the last time. ..</p> <p>..The settlement date for debit balances on current accounts with a credit limit (example overdrafts) is the date on which the credit limit was utilised for the first time after the inception date. This does not mean the date when the total limit was utilized but the date of the initial drawing, irrespective of the amount of unused line of credit.</p>	<p>The regulatory definition of settlement date is the date on which financial instruments are initially exchanged or created. For revolving credit, the initial settlement date should be reported instead of creating an additional logic.</p>
1.3.11		<p>Reference rate</p>	<p>It would be useful if you could provide some kind of mapping table or at least a concrete requirement regarding the values of this attribute. Otherwise every jurisdiction is going to implement its own specification on how to report this values (worst case - every jurisdiction in its own language).</p> <p>Otherwise you get different values from different reporting agents/countries:</p> <p>Euribor 6M</p> <p>Euribor 6 month</p> <p>Euribor 6 months</p> <p>Euribor-6 month</p> <p>EURIBOR/6Month</p>

Comments on ECB Draft AnaCredit Manual - Part II

			EURIBOR 6 month etc
1.3.12	30	Interest rate spread/margin This in particular regards interest rates changed for fixed-interest loans.	What does this mean? We should welcome clarification to the effect that this attribute has to be reported solely for variable-rate transactions.
1.3.14.1, 1.3.14.2, 1.3.14.6	32 f.	Purpose	The purposes of the financing "Residential real estate purchase" and "Commercial real estate purchase" also include, in our view, the construction ("... buildings ... thereof") of such real estate. On the other hand, there is the "Construction investment" purpose, which covers solely the construction of real estate and infrastructure. We would welcome clarification as to how the following purposes of the financing are to be reported <ul style="list-style-type: none"> ▪ construction of a single-family home ▪ construction of a warehouse ▪ overhaul of an (existing) municipal sewer system: reporting as "Other purposes"?
1.3.14.5	33	Imports/Exports Financing of goods and services (purchases, barter and/or gifts) from non-residents to residents/ residents to non-residents.	Whose domicile determines the "resident" characteristic? The bank's or the borrower's? (How would the attribute have to be reported if a borrower resident abroad finances the transfer of goods to the lender's country of residence with the loan: export or import? We would welcome an example. Could you please specify which value should be used in case of financing both, imports and exports? Your refer to "working capital facility" that could be used for a mixed case where both export and import needs are being addressed. Which value should be reported?
1.3.14.4	33	Debt financing	Does follow-up financing /prolongation of a fixed-rate loan, e.g. house-building finance (with altered terms/conditions and amounts) fall under this category or is the original purpose of the loan still to be reported here) Which rules apply here in the event of differentiation?

Comments on ECB Draft AnaCredit Manual - Part II

1.3.17	36	Syndicated contract identifier	<p>Following case: a syndicate member (not the lead manager) transfers part of its share to two “sub-syndicate members” and is thus the lead manager for this sub-syndicate.</p> <ul style="list-style-type: none"> ▪ How does it report the syndicated contract identifier – with its own contract ID or with the first lead manager’s? ▪ How do the two sub-syndicate members have to report the attribute? ▪ How can AnaCredit-compliant delivery of the syndicated contract identifier by lead managers not required to report under AnaCredit be ensured for existing transactions?
1.3.17	36	Syndicated loan identifier <p>In the case of syndicated loans, the value to be reported is the contract identifier of the syndicated loan of the lead arranger, irrespective of whether or not the lead arranger reports to AnaCredit.</p>	<p>In order to implement such a requirement, a central register of syndicated loans would be needed. Otherwise it would appear difficult to require from the lead arranger (who may not be subject to AnaCredit) the delivery of a unique identifier that “will not change over time and cannot be used by the lead arranger as the contract identifier for any other contract”. It is necessary to define how the syndicated loan identifier should be constructed based on (combination of) available information. It is not realistic to use an internal number of the lead arranger (no legal basis to request such a number from the lead arranger, especially if the LA is not resident in a reporting member state; unique number?) and, moreover, consistency is not ensured since there is a risk of duplication of identifiers if anyone can use an internal number.</p>
1.3.19.1	38	On demand or short notice <p>Debit balances on current account with no credit limit must be reported as “On demand or short notice.</p>	<p>We believe that current accounts in general (with or without a credit limit) should be “On demand or short notice”. In which cases is a current account not repayable? On demand or short notice?</p>
1.3.20.1	39	Fiduciary instrument <p>“Fiduciary transactions” refers to the activities where the observed agent acts in its own name but for the account and at the risk of its customers, i.e. are instruments made in the name of the</p>	<p>Based on this definition, we expect that the observed agent is always the servicer, and not the creditor, to the fiduciary instrument. From our perspective, an instrument can be fiduciary based on the product, i.e. it is defined as fiduciary from the inception date. Can an instrument also become fiduciary? In which cases can a loan become fiduciary? Is this always a change in</p>

Comments on ECB Draft AnaCredit Manual - Part II

		<p>observed agent (the trustee) on behalf of a third part (the trustor). In fiduciary instruments, the observed agent provides services, such as custody asset management services to a structured entity or managing portfolios on a discretionary basis. All fiduciary instruments shall be labelled as “fiduciary instrument” without regarding whether the observed agent provides additionally other services. Note that in addition to the debtor, the observed agent must be reported as the servicer to a fiduciary instrument whereas the beneficiary is reported as the creditor to a fiduciary instrument.</p>	<p>the contract with the customer or can a loan become fiduciary through a (partial) sub-participation?</p> <p>In the definition a “beneficiary” is mentioned as being the creditor. Is this related to the “beneficiary of the servicing”, or what is the beneficiary benefiting from?</p>
1.3.21	40	<p>Commitment amount at inception For multiple instruments drawn under the so-called limit structures, the commitment amount at inception is allocated on a pro rata basis to each such instrument. For more details regarding reporting multiple instruments arising under a credit facility, refer to Part III of the Manual</p>	<p>We would welcome further specification, particularly in case non-reporting institutions also use the limit.</p> <p>Does this imply that the commitment amount at inception can change over time? Example: Facility with €100 000 limit is provided. On Jan 15 instrument INS#1 is drawn with €30 000 outstanding. Thus, on reporting date Jan 31, the commitment amount at inception would be €100 000 for INS#1. On Feb 12, instrument INS#2 is drawn with € 20 000 outstanding under the same facility and INS#1 with €30 000 still exists. Thus, on reporting date Feb 28, the commitment amount at inception would be €60 000 for INS#1 and €40 000 for INS#2 when distributing the facility limit on a pro rata basis to the outstanding amounts. Overall, the commitment amount at inception for INS#1 would have changed from</p>

Comments on ECB Draft AnaCredit Manual - Part II

			€100 000 to €60 000, which contradicts the understanding that an amount 'at inception' should be constant over time.
1.3.21	40	<p>Commitment amount at inception</p> <p>For fixed-sum credits, the commitment amount 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).</p>	There are cases at inception where a nominal amount has been agreed in the contract but the customer later decides to just require a smaller amount (in German: <i>Nichtabnahme</i>). The contract is then changed and the repayment schedule is adjusted accordingly. After changing the contract, do we have to report the original nominal amount (which has never been used) or the reduced nominal amount?
1.3.21/ 1.3.22	40	<p>Commitment amount at inception/ Fair value changes due to changes in credit risk before purchase</p>	Should static credit reference data be reported in euro? How should non-euro instruments that show variations in the two values due to different FX rates at the reporting dates be handled? Does this imply delta reporting of the reference data for the respective instruments although the underlying non-euro values have not changed?
1.3.22	41	<p>Fair value changes due to changes in credit risk before purchase</p> <p>In the case of instruments that had been purchased (at a discount) by a previous creditor and later on purchased by the observed agent, a value corresponding to the discount must be reported.</p>	A discount endorsed by the previous creditor is not available. Please clarify that the discount to be reported is related to the purchase by the current creditor.
2.3.1.1	43	<p>Interest rate</p> <p>.. 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.</p>	In the case of an overdraft on a current account, this would require a weighting of the overdraft amount (with a higher rate " <i>Überziehungszins</i> ") with the "normal" usage (" <i>Dispozins</i> "). From our point of view, it appears reasonable to report only the "normal" interest rate (" <i>Dispozins</i> ") for current accounts. The same goes for instruments that have an overdraft facility. In addition, a calculation method does not make sense if the intervals between multiple outstanding amounts have not been considered in the calculation. An example would be helpful.

Comments on ECB Draft AnaCredit Manual - Part II

2.3.2.1	45	Next interest rate reset date	In our view, this contradicts AnaCredit Regulation 2016/867, as the legally final maturity date has to be reported here if there is no next interest rate reset date. The new manual stipulates, however, that in cases where no future interest rate reset takes place the value "Non-applicable", and where there are no contractually agreed interest rate reset dates, the value "Non-resettable" must be reported.
2.3.2.1	44/45	Next interest rate reset date .. similarly, in the case of instruments for which their last interest rate reset date has already passed, the value 'Non-applicable' must be reported. Please note that for instruments which do not include a contractual agreement to change the interest rate, including overnight loans (one day loans), the value in the data attribute Interest rate reset frequency must be set as Not resettable.	The distinction between two different default values is correct from a methodological point of view but it increases the implementation burden without really providing any added value. We suggest using only one default value wherever possible (e.g. "non-applicable").
2.3.2 und 4.4.2.1	45f. and 101	Transferred amount/Creditor	Are syndicated loans where the observed agent is the lead manager to be reported by way of <ul style="list-style-type: none"> ▪ the attribute "transferred amount" and ▪ the "multiple creditor" relationships in the "counterparty-instrument" table? We should welcome clarification as to how the shares of the individual creditors may have to be reported. Our understanding so far has been that the lead manager only reports its share of the syndicate and the shares of the syndicate members are reported by these themselves.
2.3.3	46	Transferred amount Instruments transferred are those that have been granted or acquired by the observed agent and sold to third parties but are still included in the booking	Is the following understanding correct: loans sold to a third party which are no longer serviced by the observed agent and are no longer included in its booking system do not have to be reported by the observed agent later than the corresponding reference period?

Comments on ECB Draft AnaCredit Manual - Part II

		<p>system of the observed agent because it keeps the servicing rights of the instrument regardless ...</p> <p>...By contrast, the following instruments are not considered as transferred: fiduciary loans</p>	<p>During the reference period following the date of sale the transferred amount does not have to be reported either?</p>
2.3.4.1	47	<p>Default status of the instrument</p> <p>Please note that for the same default of an instrument (i.e. for the duration of default), the default status of the instrument does not change over time.</p>	<p>The default status of an instrument may change over time, e.g. from "Default because unlikely to pay" to "Default because both unlikely to pay and more than 90/180 days past due". Always retaining the first default status in reporting would not reflect the as-is situation at the reporting reference date. We suggest always reporting the actual status for each reporting reference date and not historical data.</p>
2.3.5	47	<p>Date of the default status of the instrument</p>	<p>How is this field to be completed for reporting agents determining the default status at the level of the debtor? Does "non-applicable" also have to be used then?</p>
2.3.5.1	49	<p>Date of the default status of the instrument</p> <p>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 must be reported...</p> <p>..If the instrument has never been in default since its origination, the value in the data attribute Date of the default status of the instrument must be the inception date of the instrument.</p>	<p>The appropriate value should be "non-applicable". The date on which the instrument has gone out of default is not registered for instruments not in default and must be retrieved from historical data.</p> <p>The appropriate value should be "non-applicable". Reporting the inception date here has no added value.</p>

Comments on ECB Draft AnaCredit Manual - Part II

2.3.7	50	<p>Date of past due for the instrument</p> <p>Definition: The date on which the instrument became past due in accordance with Part 2.48 of Annex V to Implementing Regulation (EU) No 680/2014. This is the latest such date prior to the reporting reference date and it is to be reported if the instrument is past due on the reporting reference date.</p>	<p>Is it correct in the case of overdrawn instruments to report the date when the instrument became overdrawn? An example of an overdrawn current account could be helpful.</p>
2.3.7.1	51	<p>Date of past due for the instrument</p>	<p>Special treatment of loans arising from off-balance sheet exposures (guarantees) is required for this attribute. How are these to be treated with regard to the purpose of the loans, for example?</p>
2.3.8	52	<p>Type of securitisation</p> <p>synthetic securitisation</p>	<p>We assume that a transfer of risk for an individual transaction through a guarantee (risk participation sell) does not constitute a synthetic securitisation. We should welcome confirmation to this effect.</p>
2.3.8.1	52	<p>Type of securitisation</p> <p>In case of the instrument has been sold to a third party but the observed agent remains servicing rights of the instrument, the value in the data attribute Type of securitisation must not be <i>Not securitised</i> and a positive values must be reported in the data attribute Transferred amount.</p>	<p>We expected this field to be provided only for securitisations and not for plain transfer of assets to a third party (e.g. sale of exposures to <i>Mittelstandskreditfonds</i> (SME Loan Fund)). Does it mean that we also have to report sub-participations with type of securitisation or is this only relevant in the context of Article 242(10) and sub-participation by an FVC?</p>

Comments on ECB Draft AnaCredit Manual - Part II

2.3.10.1	55	<p>Off-balance sheet amount</p> <p>For the following type of instrument as defined in Article 1(23) of the AnaCredit Regulation: credit card debt, revolving credits other than overdrafts and credit card debt, credit lines other than revolving credit and overdrafts with a credit limit: [...]</p> <p>For any other types of instrument, the value "Non-applicable" must be reported in the data attribute Off-balance sheet amount</p>	<p>The manual restricts reporting of open commitments to certain types of instrument. Accordingly, no open commitments are possible for loans. In our view, this means that particularly loans partly made available are not correctly reported.</p> <p>Which off-balance sheet amount should be reported for loans which have a fixed disbursement schedule? (see our remarks on section 1.3.1.5, p. 15)?</p> <p>We understand this section to mean that in the case of partly disbursed fixed-rate loans (Type of instrument "other loan") the still-to-be-disbursed remainder of the loan/the open commitment does not have to be reported.</p> <p>This would, in our view, contradict what the Bundesbank Q&A list (Code 2016_1235) says. (see our remarks on section 1.1.4)</p>
2.3.11	56	<p>Accrued interest</p> <p>Definition: ...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).....Please note that the difference between the nominal amount of the instrument and the amount received by the customer (i.e. the so-called Disagio) is considered as an interest payment at the start of the contract (an interest payment at the start of the</p>	<p>In accordance with the general definition, we expected accruals to be consistent with accounting if they are assets on the balance sheet. Disagios and discounts on purchased receivables are accrued monthly and therefore transferred monthly to P&L.</p> <p>If our expectation is wrong, we recommend providing examples of products with disagios and purchased receivables along with explanations of how these accruals should be calculated. Furthermore, we expect accruals to be reported consistently also in the case of cancelled loans. An accrual is still calculated vis-à-vis the customer, but such accruals are separated internally and later only booked to P&L if actually received.</p> <p>Our understanding of the manual is that trade receivables with or without recourse should be reported on the level of every single purchased receivable. Hence the payment amount the seller of the receivables receive is not even reported as a loan/an instrument. How should this accrued interest be allocated to de single receivables? Generally not all receivables of one transaction will be reported (because of the reporting threshold and the fact that receivables of</p>

Comments on ECB Draft AnaCredit Manual - Part II

		contract) and must be reported in this attribute as it is accrued.	natural persons fall out of scope). So the sum of the receivables will never add up to the payment amount. Please elaborate the way the accrued interest has to be allocated to the very few receivables that will be reported.
3.5.3.1		Carrying amount Example 7, Table 13	We do not understand how the fiduciary loan not recognised in the balance sheet (balance sheet recognition: Entirely derecognised) has a carrying amount of € 100,000 as at 30/06/2019. Please explain. We would expect 'not required'.
3.5.5.1	74	Accumulated write-offs	We understand the manual to mean that fully written-off instruments have to continue being reported as long as the debtor remains above the threshold. In certain cases, this will mean that accounts which have already been totally derecognised will have to be reported "in perpetuity" with a zero value although the instrument no longer fulfils the requirements of Article 4 of the AnaCredit Regulation. In our view, totally written-off instruments which have been derecognised should only have to be reported at most until the end of the next quarter (in line with the reporting periods set out in Part I).
3.5.6	75	Accumulated impairment amount The data attribute is not required for fully derecognised instruments being serviced as defined in Annex II of the AnaCredit Regulation, in which cases the value "Not required" is reported. Otherwise, if the value reported in the data attribute Type of impairment is Not subject to impairment, the value "Non-applicable" must be reported.	The distinction between two different default values is correct from a methodological point of view but increases the implementation burden without really providing added value. We suggest using only one default value wherever possible (e.g. non-applicable). Why does the definition of loss allowance under IFRS only describe Stage I (i) and Stage 2 (ii)? We understand that in attribute "Accumulated impairment amount" Stage 3 must also be reported (see 3.5.6.1). Please confirm that Stage 3 must be reported in the attribute.
3.5.7	76	Type of impairment	It is not clear how to handle under national GAAP if both specific and general allowances are assigned to an instrument at the same time.

Comments on ECB Draft AnaCredit Manual - Part II

3.5.9.	79	<p>Accumulated changes in fair value due to credit risk</p> <p>The data attribute is not required for fully derecognised instruments being serviced as defined in Annex II of the AnaCredit Regulation, in which cases the value “Not required” is reported.</p> <p>Otherwise, in the case of instruments which are not recognised in the balance sheet or which are not measured at fair value through profit or loss in accordance with the accounting standard, the value “Non-applicable” must be reported.</p>	<p>The distinction between two different default values is correct from a methodological point of view but increases the implementation burden without really providing added value. We suggest using only one default value wherever possible (e.g. non-applicable).</p>
3.5.9	79	<p>The accumulated changes in fair values due to credit risk are measured as a difference between the fair value of the instrument as determined at the reporting reference date and the fair value of the instrument at the initial recognition</p>	<p>This calculation method includes non-credit-related changes in the fair value e.g. interest rate changes.</p>
3.5.10.1	83	<p>Example 12</p>	<p>Does the inception date for the date of the default status of the counterparty refer to the inception date of all AnaCredit relevant contracts/instruments or all contracts/instruments regardless of AnaCredit relevance?</p> <p>Which date should be reported for protection providers which are not debtors, i.e. do not hold a contract/instrument? (According to the AnaCredit Regulation, the default status has to be reported for debtors and protection providers for financial guarantees.)</p>

Comments on ECB Draft AnaCredit Manual - Part II

3.5.13.1	89	<p>Status of forbearance and renegotiation</p> <p>For example, if any “price” element of a revolving instrument is changed for reasons other than forbearance, then the revolving instrument must be reported as Renegotiated instrument without forbearance measures. A renegotiation of the interest rate (or spread) in response to a lower rate offered by other banks should be considered as a sufficient reason for such a qualification.</p>	<p>Could the ECB provide a list of “price” elements that have to be considered to determine the status of a renegotiated instrument without forbearance measures?</p>
3.5.14.1	90	<p>Date of the status of forbearance and renegotiation</p> <p>By contrast, if an instrument is not anymore considered to be <i>Forborne: instruments with other modified terms and conditions</i>, then the date has to be reported on which the forbearance ceased and the instrument was considered to be Not forborne or renegotiated.</p>	<p>We suggest using a simple default value, e.g. “non-applicable”, if the status is not forborne or renegotiated. The change date could be retrieved from historical data by NCBS/the ECB once AnaCredit is up and running. The information about when forbearance ceased is not stored in the banks’ reporting systems.</p>
3.5.14.1	91	Example 15	<p>Having been considered non-performing on 10/08/2018, should the instrument stay non-performing for at least one year after the forbearance measures have taken place (cf. 680/2014 Part 2.157 of Annex V)?</p>
3.5.15	91	Cumulative recoveries since default	<p>We would appreciate clarification that the term “default” refers to prudential default within the meaning of Article 178 of the CRR.</p>

Comments on ECB Draft AnaCredit Manual - Part II

3.5.15	92	<p>In case no default has occurred for an instrument since the instrument was originated, the value "Non-applicable" must be reported.</p> <p>Otherwise, an amount of recoveries that have been recovered since the latest default prior to the reporting reference date must be reported.</p>	<p>If the reporting agent has decided to observe defaults only at the level of the counterparties, default status will not be reported for the instruments (see examples 10 to 14).</p> <p>Will recoveries for instruments without default status have to be reported in this case?</p>
3.5.16	93	<p>Prudential portfolio</p> <p>Definition: Classification of exposures in the trading book as defined in Article 4(1)(86) of Regulation (EU) No 575/2013</p>	<p>Does this refer to the prudential portfolio according to the balance sheet or to the classification used for regulatory reporting (owing to re-re-classifications, the prudential portfolios may differ)?</p>
3.5.17		<p>Carrying amount</p> <p>"This data attribute captures the carrying amount of gross carrying amount of unimpaired assets and of impaired assets."</p>	<p>Before Draft Manual Part II we understood carrying amount including loss allowance for instruments measured at amortised cost and the fair value for instruments measured at fair value through p/l or OCI as shown in table 1.1 of FINREP.</p> <p>Shall we now report for impaired assets measured at amortised cost and at fair value through OCI the gross carrying amount?</p> <p>Shall we report for non-performing financial assets mandatorily measured at fair value through profit or loss or designated as at fair value through profit or loss the gross carrying amount or simply fair value?</p>
4.1	95 ff.	<p>Counterparty-instrument data</p>	<p>According to section 4.1, the immediate and ultimate parent undertaking also have to be indicated for protection providers. This conflicts with the requirements of the Bundesbank reporting regime, in our view.</p> <p>Which rules should apply to German institutions?</p>

Comments on ECB Draft AnaCredit Manual - Part II

4.4.1	98/99	<p>Type of counterparties and roles to be registered</p> <p>For example, if a natural person is a joint debtor to an instrument reported to AnaCredit (and the other joint debtor is a legal entity), the counterparty-instrument dataset must not include the record in which the natural person would be identified as debtor. However, all other counterparties that are legal entities, and their respective roles to the instrument, must be recorded in the counterparty-instrument dataset.</p>	<p>Does this mean that all members of a "<i>Gesellschaft bürgerlichen Rechts</i> (GbR)" have to be reported as debtors in the instrument-counterparty table? Our understanding is that the GbR itself would be the "debtor" as it is the contractual counterparty. The individual members of the GbR with their corresponding "joint liabilities" would be shown in the joint liabilities data.</p>
4.4.1	99	<p>No natural persons</p> <p>Example 16: Reporting the counterparty-instrument dataset in case of natural persons as co-borrowers</p>	<p>Our understanding is that a civil-law association (GbR in Germany) has joint liability. Is it correct that no counterparty reference data is requested for the GbR itself but only for the co-borrowers that make up the GbR (if they are not natural persons)?</p>
4.4.2.2	102/ 103	<p>Counterparty role – debtor</p>	<p>In the event of joint liability, all liable debtors associated with an instrument have to be reported. If a GbR is involved, this means that it will not be the GbR itself which will appear as the debtor in the AnaCredit data model, but each of the members of the GbR with their personal portion of liability. This conflicts with the Bundesbank's statement that the instrument should be reported with the GbR as debtor (cf. our comment on 4.4.1).</p>
5.5.1		<p>Joint Liability Amount</p> <p>"in case of multi-debtor instruments, it is the outstanding nominal amount, as opposed to the amount up to which a given debtor is liable for, that has to be considered when determining whether or</p>	<p>This should refer to the total commitment amount rather than the outstanding nominal amount.</p>

Comments on ECB Draft AnaCredit Manual - Part II

		not the reporting threshold of € 25,000 has been reached (or exceeded) vis-à-vis a given debtor, cf. Chapter 5 on the criteria triggering the reporting in Part I of the AnaCredit Manual)."	
6.3.1	115	Protection allocated value	<p>In the recent past there were a lot of discussions about the requirements regarding the allocation of protection to multiple instruments. Particularly the question that arose over and over was if the allocation has to be the same as in FINREP or if the institutions are free in the allocation process (e.g. allocated in line with COREP or allocate independently from FINREP or COREP). We would very much appreciate it if you could clarify in the manual more clearly. In section 6.3.1 the manual states that the protection allocated value is the "maximum amount of the collateral or guarantee that can be considered" as defined under the Regulation. Do you refer to the Regulation 680/2014 at this point and does this just mean we have to cap the collateral amount at the maximum of the exposure (total commitment amount) or do you also refer to the allocation logic of FINREP?</p> <p>It should be clarified that the quarterly values can be used unchanged for AnaCredit monthly reporting purposes until the following FinRep reporting date. Calculating FinRep values on a monthly basis is not commercially feasible.</p>
6.3.2.3	117	Third party priority claims against protection Example 21: Multiple instruments secured by the same protection item	<p>In the example, a single property serves as protection for several instruments. The property itself is shown in the protection received data and a 1:N relationship is established between the property and the instruments in the instrument-protection received dataset. This works well in a simple example like this. But as soon as several properties are consolidated into a single item of protection, this data model will no longer be able to reflect the situation.</p> <p>Example 1: Registered mortgage (<i>Buchhypothek</i>) → 3 properties forming one protection item Example 2: Land charge (<i>Grundschild</i>) → M:N relationships between properties and the land charge are possible: one property may be allocated to several items of security (land charge),</p>

Comments on ECB Draft AnaCredit Manual - Part II

			<p>while one land charge may consist of several properties. With a land charge, moreover, the claim is always limited to a nominal amount.</p> <p>If only the properties are shown, with the protection allocated value in the connecting table, the actual value of the security will not be shown anywhere. A further problem is the link to FinRep, since the protection allocated value is shown there at the level of the land charge.</p>
6.3.2.4	117	Reporting of percentage guarantees	<p>It is still unclear, in our view, what should be entered as the protection value and, above all, the original protection value if percentage guarantees are involved. An example would be helpful.</p> <p>The following situation should be shown in the example: The bank has an export finance transaction totalling 1 million euros, 500,000 euros of which have been drawn on. The transaction is guaranteed by an Euler-Hermes guarantee (ECA cover) of 95%, for example.</p> <ul style="list-style-type: none"> ▪ Original protection value of the protection = 0 euros or 950,000 euros? ▪ Current protection value = 950,000 euros or 475,000 euros?
7.2	118	Protection received data Level of granularity	<p>This section states that the level of granularity is the individual protection item. This is also the case for bundled protection items if these are valued individually. In our view, it will not be possible to meet this requirement using the ECB data model because there are features (e.g. maximum amount of the security for the entire portfolio) which are only available at bundled level. The existing requirements under FinRep, the CRR, etc. also work at the bundled protection level. Given that the protection allocated values are to be based on FinRep values, the question arises as to how these values are to be reallocated to the individual properties. This method of presentation runs counter to the examples discussed in the Bundesbank Implementation Group, where a securities portfolio was recorded as a single protection item, for example.</p>
7.4.1	120 ff.	Counterparty risk/default for protection providers	<p>Reporting the counterparty risk/default dataset for protection providers conflicts with the requirements of the Bundesbank reporting regime, in our view. The Bundesbank only requires information about debtors.</p>

Comments on ECB Draft AnaCredit Manual - Part II

7.4.1	120 ff.	<p>Protection provider identifier</p> <p>In some cases, protection may be provided by several protection providers (e.g. by joint guarantors) - although in such a case, only one of them is recorded in the protection entity table as of this stage of the AnaCredit. Reporting agents should determine, based on reasonable and risk prudent considerations (examples: subordination of liabilities, size of the contribution to the joint protection) which joint guarantor should be reported to AnaCredit at this stage. (page 121)</p>	<p>When will the data model be changed to enable the reporting of several protection providers? The necessary selection process by the reporting agent adds an unnecessary level of complexity and leads to inconsistent reports by different reporting agents. We appreciate that the German NCB stated that it expects the delivery of all existing protection providers (based on local data model amendments) and that it will choose the table entry to be reported to the ECB.</p>
7.4.2	123	<p>Maturity date of protection</p> <p>Hence 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, the reported maturity date of the protection should be the earliest of all</p>	<p>What is the added value of the protection maturity date if it is basically consistent with the legal final maturity date of the instrument/contract?</p> <p>The various cases regarding the maturity date of protection to be reported. Unfortunately they seem to overlap. E.g.:</p> <ul style="list-style-type: none"> ▪ In case of an unspecified maturity date it is the "legal final maturity date" of the instrument ... as well as: ▪ If a protection item is pledged "until further notice" (that is also unspecified) the value "non-applicable" is reported. <p>In case of physical collateral the manual also refers to "non-applicable" if no date exists in the contract. How should these cases be distinguished from the ones you want the "legal final maturity date" to be reported?</p>

Comments on ECB Draft AnaCredit Manual - Part II

		the maturity dates specified in any of the contracts.	
7.4.3	125	Type of protection Offices and commercial premises	The manual defines the category “offices and commercial premises”. Third-party usability and the borrower credit quality pursuant to the CRR are taken as a basis. The CRR also permits this evaluation to be supplemented by the hard test. Can the categorisation also be carried out using the hard test for the purposes of AnaCredit?
7.4.3.2	126	Scope of collateral items recognised as protection	Basically all collateral items accepted by the bank have to be reported. We assume it is only necessary to report collateral which has been valued. Non-valued collateral items are only covered for the sake of completeness. These do not improve credit quality and there can be no expectation of realisation proceeds.
7.4.5.2	129	Type of protection value “for deposits, securities, loans and trade receivables that meet the definition of impaired assets, the type of protection value must be the fair value.”	Physical protection is cited as an example of protection for which there is no notional amount. This is incorrect, in our view, since a land charge (<i>Grundschuld</i>) always has a notional amount. Could you please clarify what is meant by this requirement? Assets that serve as protection are not subject to impairment?
7.4.9	132	Original protection value	In Germany, the reporting relief applies to transactions before 1 September 2018. This means the original protection value only has to be reported for items linked to a new instrument. What value has to be reported if an existing protection item is used for a new instrument? There will normally be no historic protection value available. We would appreciate confirmation that the current protection value can be used as the original value in such cases.
8.4.2.1. and 10.5.17.1	138 & 182	Date of the default status of the counterparty Date of initiation of legal proceeding	Our comments are based on the following assumptions: <ul style="list-style-type: none"> ▪ if the status of a counterparty is “not in default”, then the date “must be the earliest inception date over all instruments of the counterparty” and ▪ if “no legal actions [have been] taken” against the counterparty, then “the inception date of the earliest originated instrument of the counterparty must be reported”.

Comments on ECB Draft AnaCredit Manual - Part II

			<p>If several instruments were involved, this would require the inception date values to be compared.</p> <p>Comments:</p> <ol style="list-style-type: none"> 1. Does “over all instruments” refer to all the AnaCredit transactions to be reported or to the transactions of the counterparty in absolute terms, i.e. also a loan concluded in 1955 and repaid in 1965? 2. If only AnaCredit transactions are meant, then the maturity of the oldest of several transactions would change the value of the date field automatically even without anything changing in the “not in default” status of the counterparty. <p>In such cases, we would suggest the option of falling back on the “date of the investment of the counterparty” if the information is available there, i.e. no reference back to instruments. A similar solution should apply for the date of initiation of legal proceedings.</p> <p>What date should be reported if a counterparty is not a debtor (i.e. no instruments exist) but acts solely as a protection provider?</p>
10		<p>Counterparty reference data Legally dependent branches</p>	<p>How should the consolidation of several legally dependent branches within one country be handled? Only one reference dataset per country is required. There is to be no breakdown within a country. It is not clear which address data or sectoral information should be used.</p>
10.1	142	<p>In the context of AnaCredit, every institutional unit has a head office undertaking and the AnaCredit Regulation requires that for a counterparty which is a debtor or a protection provider the head office undertaking must be identified.</p>	<p>The Regulation gives national central banks the option of not collecting this attribute (and others) for protection providers. But the manual gives the impression at this point that the information definitely has to be provided, which is inconsistent with section 10.5.4 on page 169 of the same document.</p>

Comments on ECB Draft AnaCredit Manual - Part II

10.3.1.1	160	<p>Legal entities under corporate law According to Article 1 (5) of the AnaCredit Regulation, legal entity means “any entity which, under the national law to which it is subject, can acquire legal rights and obligations”. Thus, legal entities not only include legal persons such as corporations, but also partnerships and sole proprietors if they can acquire legal rights and obligations under their national law.</p>	<p>Sole proprietors in Germany are natural persons and therefore not subject to AnaCredit reporting even if they are acting under corporate law as natural persons are explicitly excluded from reporting.</p> <p>Our understanding is that a sole proprietor is a natural person. As natural persons are excluded from reporting, can you please give an example/explanation of why sole proprietors are included here in the definition of legal entities?</p>
10.3.1.2	160	As already described in chapter XXX, some data attributes are only applicable to the legal entity.	Which chapter is meant?
10.5.1	165	<p>Counterparty identifier In general, as long as the above characteristics are fulfilled, the counterparty identifier can be specific to the reporting agent. At the same time, in those countries where an entity register has already been established by the NCB (e.g. for the purpose of the running the national credit register) a unique counterparty identifier may have been assigned to each counterparty by the NCB and this shall be used by all reporting agents at national level.</p>	Could the ECB provide a list/evidence of which NCBs have defined a specific national requirement regarding the expected type of counterparty identifier? In Germany, for example, the NCB has established the Bank Identification Number (BIN) as the mandatory counterparty identifier for reporting/observed agents.

Comments on ECB Draft AnaCredit Manual - Part II

10.5.3	167	National identifier and identifier type	<p>Column J - Notes: the second part of the code represents the XJustiz-ID of the district courts - see code list.</p> <p>Question: Is it possible to provide free text for the court instead of the XJustiz-ID (unknown to us)? If not, could you please provide the code list or a correct link (the link in column H – Source does not refer to a code list).</p>
10.5.3.1 In conjunction with list of national identifiers	168	National identifier and identifier type	<p>We would like to point out that</p> <ul style="list-style-type: none"> ▪ for Germany, there is a “yes” entry in column J for all five examples indicating that this is “the only acceptable reporting format”. It therefore follows that the Xjustiz-ID of the district court (<i>Amtsgericht</i>) is a mandatory component of the ID in Germany. <p>The Xjustiz-ID is unlikely to be available in most databases, however, nor can it be readily derived since the place of the registered company office and seat of the district court are often not the same.</p> <ul style="list-style-type: none"> ▪ It is likely to be very difficult to obtain the ID types currently specified, especially for counterparties not located in a member state. Frequently (e.g. in the US or India), there is also no mandatory format (lack of “yes” or “no” entry). <p>If no national identifier can be obtained, we believe the following should apply: “In this case, on the occasion of the first reporting of that counterparty, the RA shall ask its NCB for the ‘counterparty identifier’ (and possibly also a national identifier) to be used for that counterparty.”</p> <p>We would appreciate confirmation.</p>
10.5.8	172	Address: street String of characters: A finite sequence of characters, where the street name is	<p>In the final AnaCredit Regulation; the “Address: street” includes the street number instead of having two different fields (as originally discussed). The reason for this decision is that street</p>

Comments on ECB Draft AnaCredit Manual - Part II

		followed by the street number (civic number) and the two fields are separated by a comma (',').	and street number are stored together in banks' systems and cannot easily be separated (e.g. depending on the country a street number may be at the beginning or at the end). This new request for a format separating the street and street number is not in line with the common understanding expressed in the final regulation that the information should be delivered "as is" (i.e. as stored in the banks' systems).
10.5.8.1/ 10.5.9/ 10.5.10/ 10.5.11	172/ 173	Address: street, city/town/village, postal code, county/administrative division The address coincides for the domestic part and the legal entity itself. In contrast, the address of foreign branches always differs from the address of the (domestic part of the) legal entity.	Counterparties in AnaCredit are institutional units – not single foreign branches. So one counterparty may represent all the foreign branches within a country, meaning that no single address can be assigned to the counterparty. We suggest reporting only the "Address: country" and entering "non-applicable" for the other address attributes for counterparties that represent one or more foreign branches in order to avoid a misleading assignment of address data.
10.5.11.1	175	Address: county/administrative division The correspondence between NUTS codes and postal codes can also be found on the Eurostat website (http://ec.europa.eu/eurostat/tercet/flatfiles.do). This can be useful for counterparties resident in an EU member country, in particular, to derive information on the NUTS code of a counterparty on the basis of its postal code.	As things stand today, the link provided does not support mapping because of necessary updates. Mapping does not seem to be stable over time. In order to avoid an additional reporting burden and to achieve greater consistency, we suggest that mapping should be implemented centrally by NCBs/the ECB instead of having each reporting agent implement its own mapping from postal codes to NUTS3 (NUTS3 is not available in our systems, while postal codes are).
10.5.13	177	Legal form	1. According to the manual, the values "foreign branch" and "special fund" have to be entered in the legal form field for foreign branches and special funds. These values are not (yet) included in the list of national legal forms, however.

Comments on ECB Draft AnaCredit Manual - Part II

<p>In conjunction with list of legal forms</p>			<p>Please clarify whether these two values are going to be added to the list.</p> <ol style="list-style-type: none"> 2. The attached Excel spreadsheet with the draft list of legal forms currently covers 27 countries. This means over 100 countries are missing. The manual says that, for these other countries, “a minimum standard list is defined into which national forms must be mapped.” <p>No such list has been published as yet. We are concerned about the substantial implementation burden of manually capturing foreign legal forms at a later date. We would recommend a simplified requirement for foreign legal forms or a “best effort” approach.</p> <ol style="list-style-type: none"> 3. There is a high level of differentiation in the Excel list of legal forms. For Germany, for instance, 35 different forms are listed. The breakdown in banks’ databases and also in the reporting software generally used (e.g. BSM: 23) is normally much broader. Legal forms usually tend to be grouped together rather than differentiated to the extent in the Excel table. Complex, cross-country mapping would be necessary to report in the level of detail of the list. We believe simplification should be considered. 4. The legal forms listed in the Excel table also include debtors excluded from reporting (e.g. <i>Privatpersonen</i>/private individuals in Germany). It would be helpful to add an item of information to each legal form indicating whether or not it has to be reported in phase 1 of AnaCredit.
--	--	--	--

Comments on ECB Draft AnaCredit Manual - Part II

10.5.13.1 In conjunction with list of legal forms	178	Manual: Table 40 – Legal form for a number of counterparties – example = <i>“Aktiengesellschaft”</i> Excel list: Legal form, acronym (as it will have to be reported by reporting agents) = <i>“AG”</i>	The manual and Excel attachment are inconsistent in our view. Is the long form supposed to be reported or the abbreviation, as suggested by the Excel table? Will there possibly be a BIRD Code?
10.5.15	180	Economic activity If the level four NACE code is not available to the reporting agent, the NCB may grant the possibility of reporting a level three or level two NACE code.	We assume that level two will be sufficient. Does the wording mean that level two or level three can be reported depending on their availability in databases?
10.5.17	182	Date of initiation of legal proceeding If the status has been “No legal actions taken” from the inception date, the inception date of the earliest originated instrument of the counterparty must be reported.	We suggest using a simple default value, e.g. “non-applicable”, if no legal actions are taken. The definition provided requires an additional processing step without delivering any added value to the reporting. Furthermore, it is not clear whether the definition provided only refers to instruments that are reported in AnaCredit. If the status is “No legal actions taken” but was previously another value (e.g. because the counterparty was under judicial administration but has recovered), the date when the status was again set to “No legal actions taken” must be reported. We suggest using a simple default value, e.g. “non-applicable”, if no legal actions are taken. The change date could be retrieved from historical data by NCBs/the ECB once AnaCredit is up and running. The information is not stored in reporting systems.
10.5.18	183	Enterprise size	The draft of Part I explicitly pointed out that the enterprise size and associated balance sheet information only have to be collected if this can be achieved with reasonable time and effort. This point is not mentioned in draft of Part II, yet it is essential to avoid excessively inflating banks' lending processes.

Comments on ECB Draft AnaCredit Manual - Part II

			Enterprise sizes should be reported at consolidated level along the same lines as COREP and Recommendation 2003/361/EC. Otherwise banks will face a double workload when collecting and storing data and the ensuing reports will not be comparable.
10.5.18 – 10.5.22	183 ff.		The reporting requirements should be consistent since the balance sheet total, annual turnover and number of employees need to be collected to calculate the size of the enterprise. For new business with counterparties outside the reporting member states, for example, only the enterprise size has to be reported, but not the three underlying calculation parameters.
10.5.18.1	185	If the determination of the enterprise size is not possible in a given year, in the following year it should be assessed for the previous and actual year if possible at an economically justifiable expense.	<p>If the enterprise size cannot be reported based on the given year, a zero value will have to be reported. According to the ECB's manual, this report will have to be corrected in the following year.</p> <p>As things stand, however, the AnaCredit regime lacks a suitable process for reporting corrections. We would recommend dropping the requirement for subsequent reporting of the enterprise size for the previous year since this information would deliver negligible added value.</p>
10.5.20.1	186	Number of employees Example 32	The instructions and explanations show that the industry's request for a less complex method of calculating enterprise data has not been taken on board. The problem of breaking down group accounts has consequently not been resolved. We would ask the ECB to permit less complex calculations.
10.5.20	187 ff.	Number of employees	Reporting should not be based on the average number of employees but on the number on the balance sheet reporting date (like the balance sheet and annual turnover data, which are also values as at the reporting date). This information is generally available in the enterprise's accounts.

Comments on ECB Draft AnaCredit Manual - Part II

List of national identifier

- The list seems to be incomplete. For example:
 - For Greece, the only identifier indicated is the tax number. But the comment box says the number “applies to all legal entities except for some shipping companies, Investment Funds and some other special cases.” Yet there is no “Other: Please specify” field.
 - 94 entries (which do not say “Other: Please specify”) contain no information about the reporting format.
- How should a German SE (e.g. Allianz SE) be reported?
- What is the difference between the three VAT numbers (ranks 4, 5 and 9) for counterparties in the UK?
- The columns “description”, “source” and “reporting format” should be populated for all identifiers.

List of legal forms

- Is the value in column C the one to be reported?
Is it also desired, that we have the same value (e.g. SE) multiple times?
- For some countries the value in column C is missing (e.g. AT, ES, FR.....), what should be reported in this cases or better could you complete the values?
- It would be useful if you could provide the English name for all entries. For some legal forms only the original language is available (e.g. HU)
- The column “legal form, acronym” is not populated for all rows. This information is needed for IT implementation, however, since these are the data which are supposed to be reported.
We would appreciate the inclusion of the missing information.
- For Romania, several legal forms are to be reported as “not available”. How will supervisors subsequently determine which legal forms are involved.
Please adjust this item!
- What is the meaning of the comments (e.g. 101, 112, 104 etc.) in column F for Slovenia?