



# Residential Real Estate Manual

## *Part I: General methodology*

DeNederlandscheBank

EUROSYSTEEM

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## Inhoud

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## 1. Reporting agents and observed agents

The first section of this chapter discusses the scope of reporting in terms of entities subject to reporting, which form the reporting population. The second section addresses the scope of reporting in terms of the reference population and provides a detailed description of institutional units and observed agents. Finally, the third section describes the reporting obligations of reporting agents, where the meaning of reporting on an individual basis and the use of special reporting values are explained.

### 1.1 General concepts

#### 1.1.1 The concept of a credit institution

A credit institution has the same meaning as defined in Article 4(1)(1) of Regulation (EU) No 575/2013 (hereinafter referred to as "the CRR"). Article 4(1)(1) of the CRR defines a credit institution 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 which meet the above-mentioned definition of a credit institution are credit institutions in their own right.

#### 1.1.2 The concept of an institutional unit

In line with the organisation of AnaCredit reporting, the RRE reporting uses the concept of an institutional unit. An institutional unit has the same meaning as defined in paragraphs 2.12 and 2.13 of Annex A to Regulation (EU) No 549/2013 of the European Parliament and of the Council (hereinafter referred to as "ESA 2010").

##### Box 1 - Paragraph 2.12 of Annex A to Regulation (EU) No 549/2013

Definition: an institutional unit is an economic entity characterised by decision-making autonomy in the exercise of its principal function. A resident unit is regarded as constituting an institutional unit in the economic territory where it has its center of predominant economic interest if it has decision-making autonomy and either keeps a complete set of accounts, or is able to compile a complete set of accounts.

To have autonomy of decision in respect of its principal function, an entity must be:

- (a) entitled to own goods and assets in its own right; it will be able to exchange the ownership of goods and assets in transactions with other institutional units;
- (b) able to take economic decisions and engage in economic activities for which it is responsible and accountable at law;
- (c) able to incur liabilities on its own behalf, to take on other obligations or further commitments and to enter into contracts; and
- (d) able to draw up a complete set of accounts, comprised of accounting records covering all its transactions carried out during the accounting period, as well as a balance sheet of assets and liabilities.

Accordingly, an institutional unit may consist of a single branch office or several branch offices in different locations of the same country. There may only be one institutional unit in any given country. The term institutional unit is a central concept of RRE reporting, all counterparties required to be reported for RRE reporting are defined as institutional units.

#### 1.1.3 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. A credit institution always comprises the domestic part of a credit institution. If a credit institution also conducts business in countries other than the country in which it is established, the credit institution also comprises foreign branches.

#### ▪ 1.1.3.1 The domestic part of credit institutions

The headquarters and all branch offices of a credit institution which are located in the same country in which the credit institution is established are jointly referred to as the domestic part of the credit institution. The domestic part of a credit institution is one institutional unit which consists of the headquarters and the domestic branch offices.

In the context of RRE reporting, the counterparty identifier of the domestic part of a credit institution uniquely identifies the head office undertaking of the credit institution. The domestic part of a credit institution is the only institutional unit of the credit institution in the country where the credit institution is established. Box 2 presents an example in which a credit institution consists only of the domestic part.

**Box 2 - Institutional unit – a credit institution consisting only of the domestic part**



The concept of the domestic part of a credit institution is illustrated using the example of a credit institution with several branch offices in the Netherlands. The credit institution is established in the Netherlands and has no branch offices outside the Netherlands. A credit institution consists of the headquarters in the Netherlands (i.e. the chief administrative office) and several branch offices in different locations in the Netherlands. The headquarters together with all the branch offices form one institutional unit (i.e. the domestic part), which coincides with the credit institution.

#### ▪ 1.1.3.2 Foreign branches of credit institutions

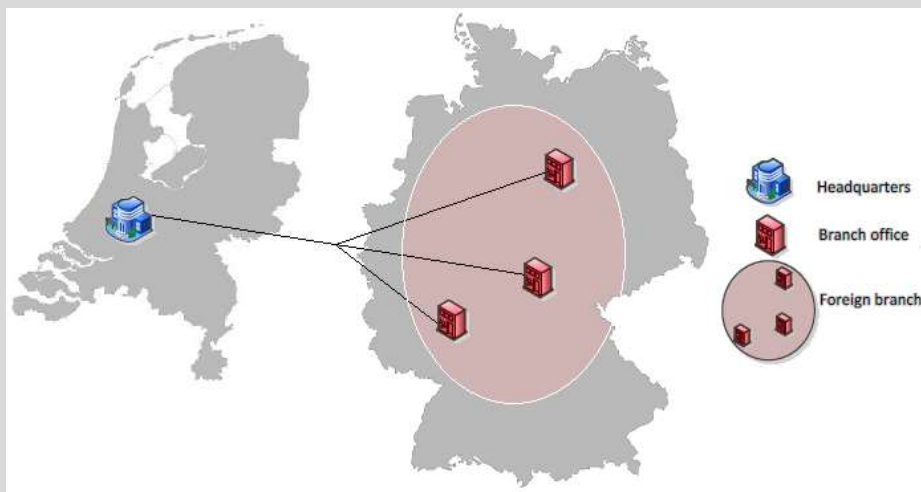
A foreign branch is an institutional unit which is a legally dependent part of a legal entity resident in a different country to that where the legal entity is incorporated. Accordingly, a foreign branch of a credit institution is an institutional unit of a credit institution which is a legally dependent part of the credit institution and is located in a country other than the country in which the credit institution is established.

Foreign branches of credit institutions are not credit institutions in their own right. A foreign branch of a credit institution is not a legal entity but a legally dependent part of a legal entity. Furthermore, a foreign branch is defined in accordance with the concept of a "single branch" referred to in Article 2(3) of Regulation (EC) No 2533/98. Accordingly, a credit institution can have only one foreign branch in a given country.

Please note that any number of branch offices (i.e. individual places of business as defined under Article 4(1)(17) of the CRR) set up in the same country by a credit institution with its headquarters in another country should be regarded as a single foreign branch.

#### Box 3 - The concept of a "single branch" foreign branch of a credit institution

The concept of a "single branch" is illustrated using the example of a credit institution with its headquarters in the Netherlands maintains several branch offices in Germany. In the context of RRE, these branch offices together form a single foreign branch.



Irrespective of the number of branch offices, there can only be one foreign branch of a credit institution in the same country.

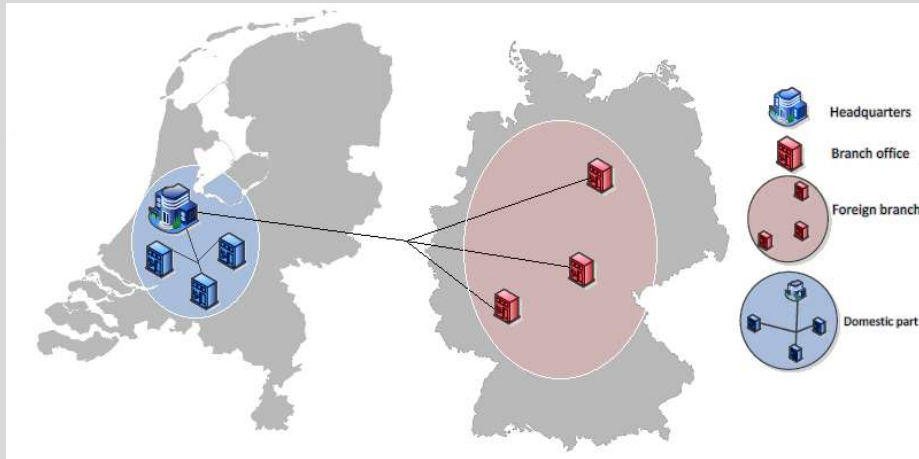
A foreign branch forms only one institutional unit. There can be no more than one foreign branch of a credit institution in a given country.

If a credit institution headquartered outside the Netherlands conducts its business in the Netherlands through both a branch office and a subsidiary, the subsidiary does not belong to the foreign branch of the credit institution. In other words, a foreign branch and a subsidiary of the same credit institution, both conducting banking business in the same country, are two separate entities.

Box 4 presents an example of a credit institution which consists of the domestic part and a foreign branch by means of which the credit institution conducts its business in two different countries.

#### Box 4 - Institutional unit – a credit institution consisting of the domestic part and a foreign branch

The concept of the domestic part (of a credit institution) versus a foreign branch is illustrated using the example of a credit institution comprising headquarters located in the Netherlands and several branch offices in different locations in the Netherlands and Germany.



In this case, the credit institution consists of two institutional units:

- \* the headquarters together with all the branch offices in the Netherlands form one institutional unit (the domestic part of the credit institution);
- \* the branch offices in Germany form another institutional unit (a foreign branch) in Germany.

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#### **1.1.4 Subsidiaries of credit institutions**

A subsidiary of a (parent) credit institution does not form an institutional unit of the parent credit institution. A subsidiary is a legal entity in its own right with its own institutional units.

### **1.2 Reporting and observed agents in RRE reporting**

#### **1.2.1 The distinction between the reporting population and the reference population**

The RRE data model distinguishes between the population of reporting agents (the reporting population) and observed agents (the reference population). In theory, the distinction between these two types of agents facilitate the identification of residential real estate instruments granted by the domestic part of the credit institution and by the foreign branches of the credit institutions in specific countries.

#### **1.2.2 Reporting agents**

The RRE reporting requirements are to be fulfilled by reporting agents resident in the Netherlands. The following entities are subject to the reporting requirements:

- (a) credit institutions under Article 4(1)(1) of the CRR resident the Netherlands (i.e. a credit institution which has its legal entity (i.e. headquarters) established in the Netherlands);
- (b) foreign branches of credit institutions provided that these foreign branches



are resident in the Netherlands (i.e. a foreign branch which is resident in the Netherlands of a credit institution which has its legal entity (i.e. headquarters) in another country).

Credit institutions and foreign branches that are resident in the Netherlands are referred to as resident credit institutions and resident foreign branches, respectively. Resident credit institutions and resident foreign branches of credit institutions are obliged to report, regardless of whether or not they are supervised under Directive 2013/36/EU of the European Parliament and of the Council (hereinafter referred to as "the CRD IV").

Resident credit institutions and resident foreign branches of credit institutions that are subject to reporting are jointly referred to as reporting agents. All reporting agents are jointly referred to as the reporting population. Resident foreign branches of credit institutions are reporting agents irrespective of whether or not the credit institution of which the foreign branch is a legally dependent part is resident in the euro area.

Subsidiaries which are credit institutions resident in the Netherlands are reporting agents and report data on their own activity as creditor or servicer and, if applicable and included in the scope of RRE reporting, on the activity of their foreign branches.

As only credit institutions or foreign branches of credit institutions will be subject to the RRE reporting requirements, other financial institutions (e.g. insurance corporations and pension funds) are currently out of scope of RRE reporting. However, in a subsequent phase of RRE reporting other financial institutions will be included in RRE reporting in order to increase the coverage of the market for residential real estate instruments. See appendix A for the reporting population.

### 1.2.3 Observed agents

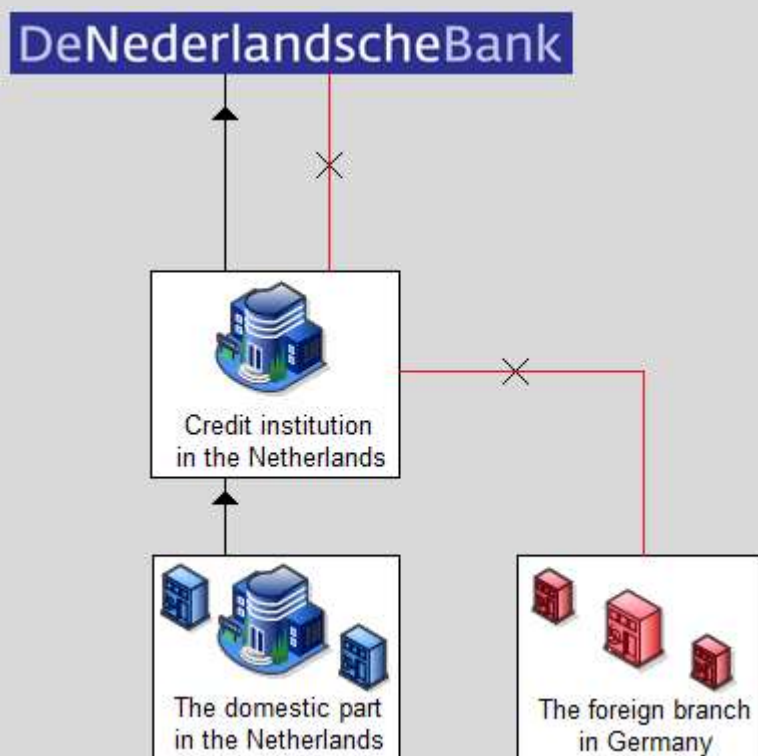
An observed agent is an institutional unit whose activity as creditor or servicer is reported by the reporting agent. The observed agent is:

- (a) the domestic part of the reporting agent, i.e. the institutional unit resident in the same country as the reporting agent of which it forms part; or

In comparison to the current scope of the implementation of AnaCredit in the Netherlands, reporting agent's foreign branches, resident in a reporting Member State are not considered as observed agents. The same is true for the reporting agent's foreign branches which are non-resident in a reporting Member State. ***Ergo, reporting agent's foreign branches are – in this stage – excluded from the scope of the RRE reports.*** However, in the future the scope may be extended to include the reporting agent's foreign branches as well, in case a clear need for inclusion arises from a user's perspective.

Each reporting agent must report granular data relating to residential real estate instruments granted or serviced by the reporting agent's observed agents. All observed agents combined are referred to as the reference population. An observed agent is always related to a reporting agent. The number of observed agents that a reporting agent has, is exactly the same as the number of institutional units of the reporting agent falling in the perimeter of the reports. In the current stage of RRE reporting, each reporting agent consist of only one institutional unit (i.e. the domestic part) and so the number of reporting agents and the number of observed agent are exactly the same. In fact, in the current stage of RRE reporting the reporting agent and the observed agent are one and the same entity.

Box 5 – The reporting agent's foreign branches are excluded in RRE



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The actual reference population: reporting and observed agents

Reporting agent identifier	Observed agent identifier	Name	Reporting frequency	Dutch parent
NL120	NL120	F. van Lanschot Bankiers N.V.	Q	-
NL149	NL149	ABN Amro Bank N.V.	Q	-
NL163	NL163	ING Bank N.V.	Q	-
NL262	NL262	Nationale-Nederlanden Bank N.V.	Q	-
NL343	NL343	Argenta Spaarbank N.V.	Q	-
NL410	NL410	Achmea Bank N.V.	Q	-
NL425	NL425	Bank Mendes Gans	Q	NL163
NL445	NL445	FGH Bank N.V.	Q	NL600
NL480	NL480	AEGON Bank N.V.	Q	-
NL576	NL576	ABN Amro Clearing Bank N.V.	Q	NL149
NL577	NL577	ABN Amro Groenbank B.V.	Q	NL149
NL578	NL578	de Volksbank N.V.	Q	-
NL600	NL600	Coöperatieve Rabobank U.A.	Q	-
NL7802	NL7802	De Lage Landen International B.V.	Q	NL600
NL7807	NL7807	ING Groenbank N.V.	Q	NL163
NL8520	NL8520	Rabo Groenbank B.V.	Q	NL600
NL899	NL899	Rabo Hypotheekbank N.V.	Q	NL600
NL9013	NL9013	ABN Amro Hypotheken Groep B.V.	Q	NL149

### 1.3 Reporting obligations of reporting agents

#### 1.3.1 Changes in the population of reporting agents

A change in the population of reporting agents occurs whenever a credit institution is established or ceases to exist (i.e. as the result of a merger or takeover, the split of an



existing credit institution, the establishment of a brand new credit institution, a change in status from a deposit-taking corporation to a credit institution, or the liquidation of a credit institution or foreign branch).

### **1.3.2 Reporting standard to be applied by reporting agents**

When fulfilling the reporting obligations, reporting agents should comply with certain reporting standards regarding e.g. deadlines, data quality, special values to be reported and technical specifications. These standards will be made available in a separate document, the Data Delivery Agreement.

### **1.3.3 Relevant accounting standards**

In case the observed agent's legal entity is subject to Regulation (EU) 2015/534 on reporting of supervisory financial information (ECB/2015/13), the data are reported in accordance with either International Financial Reporting Standards (IFRS) or national generally accepted accounting principles (GAAP) – depending on which standards are applied by the legal entity to report its individual FINREP templates to the supervisor. The same accounting standards should be applied to RRE reporting.

### **1.3.4 Counterparty identifiers related to reporting and observed agents**

The RRE reporting requires that the reporting agent which reports the data as well as the observed agent whose activity as creditor or servicer is reported, be identifiable. For this reason, all the data reported include the identifier of the reporting agent and the observed agent. In this stage of RRE reporting the reporting agent and observed agents coincide and therefore the reporting agent identifier and the observed agent identifier will be one and the same (see also Box 5).

## 2. Counterparties in RRE reporting

This section describes counterparties in the context of AnaCredit and provides definitions of both counterparties directly involved in instruments and counterparties acting as protection providers.

### 2.1 Identification of counterparties relevant in RRE reporting

In the context of RRE reporting, 'counterparty' means an institutional unit that has a relation to an instrument and/or to a protection received. In the RRE reporting, an institutional unit can be either a legal entity or a household. All counterparties which take one or several of the following roles are relevant counterparties and should be registered in the RRE report:

- the debtor of the instrument;
- the creditor of the instrument;
- the servicer of the instrument;
- the originator of the instrument (on the condition that the instrument is subject to securitization);
- the protection provider of the instrument (on the condition that a protection has been received related to the instrument).

While a counterparty may take one or more of these roles in relation to one or more instruments as at a given reporting reference date, each counterparty should only be registered in the RRE report once as at the reporting reference date.

When identifying counterparties in RRE reporting, the reporting agent first identifies, for all instruments which have to be reported for the respective reporting reference data, all counterparties that take one or several of the following roles.

1. the debtor that is obliged to pay to the creditor an amount of money that arises under the instrument;
2. the creditor that has the right to receive a payment that the debtor is obliged to make under the instrument;
3. the servicer that is responsible for the administrative and financial management of the instrument; and
4. the originator that is the transferor of the instrument to a securitization structure, and/or bears the credit risk of the instrument. An originator is only applicable in case of a securitized instrument.

There may be more than one counterparty identified in relation to a single instrument, and all counterparties should be identified and recorded in the RRE reports including the roles they take in relation to the instrument.

In addition, counterparties related to any protection received that secure the instrument (i.e. the payments under the instrument that the debtor is obliged to make) should be identified. Specifically,

5. 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. All protection providers should be identified and recorded in RRE reporting. There may be more than one counterparty identified as protection provider in relation to a specific protection received. All counterparties should be identified and recorded in RRE reporting.

For all counterparties identified and recorded in RRE reporting, reference data related to the counterparty is only recorded once by a reporting agent, irrespective of the number of roles the counterparty takes on.

### 2.2 Counterparties involved in instruments

### 2.2.1 Debtor

The debtor can be defined as the counterparty which has the unconditional obligation to make repayments arising under the instrument. The debtor is the counterparty that generated the credit risk of an instrument.

Accordingly, any counterparty which is unconditionally obliged to make payments under an instrument qualifies as a debtor.

In general, the (original) creditor has provided funds to the debtor or has confirmed to the debtor in legally binding terms that it will make funds available to the debtor under the assumption (enforced by contract) that the debtor will return equivalent funds (and interest payments). An instrument may have one or more debtors from which the creditor has the right to receive a payment or a series of payments.

If there are several debtors of the same instrument, a plurality of debtors occurs. More specifically, 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 RRE reporting, debtors are fully or partially liable debtors when they unite, by contract, in making repayment arising under the same contract. Whether a case of fully or partially liable debtors is present depends on the terms in the contract regulating the obligation. In the case of a plurality of debtors, all the debtors should be identified.

#### ▪ 2.2.1.1 Type of debtor driving RRE reporting

Whether or not an instrument held or serviced by the observed agent is subject to reporting depends on the type of debtor of the instrument. Only those instruments where the debtors comply with the definition of ESA sector 'households' (S.14) are subject to RRE reporting. The households sector (S.14) consists of individuals or group of individuals as consumers and as entrepreneurs producing market goods and non-financial and financial services (market producers) provided that the production of goods and services is not by separate entities treated as quasi-corporations. It also includes individuals or groups of individuals as producers of goods and non-financial services for exclusively own final use.

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The abovementioned definition is in line with the definition of the sector 2251 (private households) in the BSI reporting (F9001). This means that besides natural persons, also sole proprietors and partnerships are included in the scope of RRE reporting. In some cases instruments are legally granted to the partnerships themselves, in other instances the instrument is being granted to the partners (natural persons) of the partnerships. In all instances, the partners of the partnership are seen as protection providers to the instrument.

Regarding partnerships, an exception has to be made with regard to large independently operating corporations without an independent legal status (i.e. quasi-corporations), for example large shipping companies. These kind of partnerships should be excluded from the scope, because they are regarded as non-financial corporations. As a rule, these kind of partnerships are partnerships of which the partners are not natural persons but legal persons themselves (like a BV or NV).

In time, the debtor of an instrument might change. For example, when the original debtor of the instrument defaults on the instrument, the guarantor of the instrument (protection provider) might step in and take over the obligations related to the instrument. In that case, the claim of the creditor changes to a different counterparty: the used-to-be protection provider now becomes the debtor of the instrument. The same is true in case a debtor passes away, and the instrument is taken over by another counterparty. In these cases, the reporting agent should assess again whether the instrument is eligible for reporting under the RRE framework. The type of debtor, but also other criteria (see chapter 3) should be taken into account in this process.

### 2.2.2 Creditor

A creditor in RRE reporting is the counterparty bearing the credit risk of an instrument other than a protection provider, i.e. the creditor is the counterparty that 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.

Generally, creditors lend funds to debtors that lead to the creation of the instrument, irrespective of whether the creditor originated the instrument or acquired its economic ownership. Counterparties that acquire the economic ownership of an instrument from a third party become the creditor of the instrument from acquisition even though they have not directly lent funds to the debtor.

For each instrument reported in the RRE reports, a creditor should be explicitly identified and reported. The role of the creditor is illustrated in Box 6, which describes the basic mechanics of traditional securitisations and the consequences for reporting on the creditor.

#### Box 6 – Creditors vis-à-vis traditional securitisation transactions

A traditional securitisation is a transfer of an instrument (or pool of instruments, or part thereof) to a financial vehicle corporation (FVC) or special purpose vehicle (SPV), either by the transfer of legal title or beneficial interest of the instruments from the originator or through sub-participation where one or more sub-participants agree to fund an instrument in return for the right to receive the principal and interest repayments for the instrument.

These are securitisations where the transferee acquires the economic ownership of the instrument, in other words the legal title or the risk and rewards of the transferred instruments. In these securitisations, from the moment of the onward transfer, the transferor (i.e. the original creditor) ceases to be the creditor of the instrument and the transferee (i.e. the counterparty that acquires the instrument) becomes the new creditor.

When the original creditor only transfers part of the economic ownership of an instrument, this counterparty remains the creditor to that part of the instrument that it retains. In addition, because this transaction implies a true sale of the part of the instrument that has been transferred, the transferee holds a new instrument in the amount of the transferred part of the original instrument, where the transferee is the creditor to this new instrument (i.e. the transferee acquires its economic ownership).

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#### ▪ 2.2.2.1 Observed agent acting as creditor

Instruments that are held by the observed agent are all those instruments of which the observed agent is the creditor. All such instruments are considered to give rise to credit risk for the observed agent. In other words, the following three expressions are deemed to have the same meaning and are used interchangeably:

- instruments held by the observed agent;
- instruments in which the observed agent is the creditor;
- instruments that give rise to credit risk for the observed agent.

Please note that holding an instrument does not imply that the instrument held is an asset of the holder of the instrument (see section 3 for more information).

### 2.2.3 Servicer

A servicer is defined as the counterparty responsible for the administrative and financial management of an instrument. Please note that the role of servicer is defined more broadly than within the meaning of Regulation (EU) No 1071/2013 (ECB/2013/33), (hereinafter referred to as the "BSI Regulation"), where it is restricted to managing instruments underlying a securitisation or instruments that have otherwise been transferred in terms of the collection of principal and interest from the debtor. In other words, the term servicer in the sense of the BSI Regulation is subsumed in the RRE definition. The RRE requirements stipulate that the servicer should be identified for each instrument registered in RRE reporting.

Most commonly, the roles of creditor and servicer are assumed by the same counterparty, i.e. the creditor that holds an instrument is also responsible for its administrative and financial management. However, there are specific cases where the counterparties taking on these two roles need not coincide. For instance, by selling or otherwise transferring the economic ownership of an instrument rather than holding it, the previous owner of the instrument generally ceases to be the creditor of the instruments but retains servicing rights. In this case the servicer and the creditor are different counterparties and should both be registered in the RRE reports from the moment of transfer onwards.

Also companies to which the administrative and financial management of an instrument has been outsourced, should be regarded as servicers. In this regard, companies as Quion and Stater should be reported as servicers.

### 2.2.4 Originator

In the case of instruments reported in the RRE reports which are subject to securitisation within the meaning of the Regulation (EU) No 1075/2013 (hereinafter referred to as "the FVC Regulation"), the RRE reporting stipulates that the counterparty acting as the originator of such a securitisation transaction should be identified. Pursuant to the FVC Regulation, the originator is the transferor of an instrument or pool of instruments, and/or the credit risk of the instrument or pool of instruments to the securitisation structure.

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Furthermore, in accordance with the FVC Regulation, a securitisation is a transaction in which an FVC issues financing instruments to investors, and one or more of the following takes place:

- a) an instrument or pool of instruments, or part thereof, is transferred to the FVC either by the transfer of legal title or beneficial interest of those instruments from the originator or through sub-participation;
- b) the credit risk of an instrument or pool of instruments, or part thereof, is transferred through the use of credit derivatives, guarantees or any similar mechanism to the investors.

Whether or not an instrument is subject to securitization should be indicated accordingly in the data attribute "securitized instrument indicator" in the financial dataset.

Consequently, for such instruments which are subject to securitisation, the counterparty which is the originator in the securitisation transaction should be identified. Conversely, if an instrument is not subject to securitisation, no originator needs to be identified, even when the economic ownership of the instrument has been otherwise transferred to a third party which becomes a new creditor and the transferor remains the servicer.

Please note that securitised instruments are typically still serviced by the originator. If this is the case, the originator is also the servicer and the same counterparty thus needs to be registered as both as originator and servicer.

### 2.2.5 Protection provider

The term protection provider is defined as 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 RRE reporting, every protection received is granted by a protection provider. For example, in case residential real estate serves as protection, the owner of the residential real estate is the protection provider. In case a 'bankspaarrekening' is pledged to secure an instrument, the holder of the 'bankspaarrekening' is the protection provider. Please note that the protection provider usually differs from the counterparty that issues the protection, for example in case securities are used as protection, the protection provider is not the issuer of the securities but the counterparty which uses the securities as protection (usually the holder of the securities). Although sometimes the issuer and protection provider coincide, for example in the case of guarantees. The issuer of the guarantee is also regarded as the protection provider.

A protection provider is clearly distinguished from a debtor. The distinction between the debtor and the protection provider vis-à-vis an instrument is based on who bears the unconditional obligation to make payments under the instrument. In particular, the debtor is the counterparty that is unconditionally obliged to pay, whereas any counterparty that is conditionally obliged to make payments or to otherwise cede (pledged) protection to the creditor (i.e. upon the occurrence of a certain negative credit event) is the protection provider.

For instance, in the case of a residential real estate instrument the debtor is the counterparty to which the instrument is granted and which is unconditionally obliged to pay it back. This counterparty is also the debtor in case the instrument is secured by a third-party financial guarantee, as the guarantor is only conditionally obliged to pay, i.e. the creditor does not have the right to request payment from the guarantor unless the debtor fails to meet its payment obligation. Similarly, the creditor does not have the right to seize the assets of the debtor pledged as protection unless the debtor fails to meet its payment obligation.

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The distinction between a debtor and a protection provider is further illustrated in the box below.

#### Box 7 – Debtor or protection provider

For the purpose of RRE, the distinction between the debtor of the instrument and the protection provider that provides a protection item securing the instrument is generally based on who bears the unconditional obligation to make payments under the instrument.

In particular, the debtor is the counterparty that is unconditionally obliged to make payments, whereas any counterparty that is obliged only upon the occurrence of a certain negative credit event is the protection provider.

In particular, for an instrument secured by a guarantee whereby a guarantor agrees to pay to the creditor if the debtor defaults, the guarantor is considered to be a protection provider as it is only obliged to provide payment upon the default of the debtor, which is not an unconditional obligation.

However, the credit relationship is recorded between the creditor and the debtor until such time as the guarantee is called, with the guarantor as protection provider, after the guarantee is called the guarantor has an unconditional obligation to the creditor and therefore assumes the role of debtor. Whether the instrument is eligible for reporting under the RRE framework depends on the type of debtor and other criteria (mentioned in chapter 3). After the guarantee is called and the protection provider becomes the new debtor, the reporting agent should assess anew whether the instrument should be reported under the RRE framework.

A protection provider is also distinguished from a creditor. More specifically, 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 series of payments) from a debtor, while a protection provider promises to fulfil the obligations of the debtor



in case the debtor fails to do so. The protection provider either makes payments or otherwise transfers (pledged) assets to the creditor subsequent to a contractually agreed negative credit event taking place, and may often have the right to recover those funds from the debtor and is entitled to assignment of the creditor's right against the debtor. Nevertheless, the creditor exercises this right in the first place. The distinction between the role of creditor and protection provider is illustrated by comparing the basic mechanisms of traditional and synthetic securitisation in the box below.

Box 8 – Creditor and protection providers in securitisation transactions

With regard to instruments that are subject to securitisation, a broad distinction is made between:

(a) Traditional securitisations

In the case of traditional securitisations that are true sales, the transferee becomes the new creditor of the part of the instruments over which it has acquired economic ownership.

(b) Synthetic securitisations, i.e. transfer of the credit risk of an instrument (or pool of instruments, or part thereof), through the use of credit derivatives, guarantees or any similar mechanism to the investors in the financing instruments issued by an FVC. FVCs in this category may not fund the instruments whose credit risk is being transferred.

In the case of synthetic securitisations, the counterparty that assumes the credit risk of an instrument through the use of credit derivatives, guarantees or any similar mechanism is not a creditor but a protection provider. Consequently, if the creditor transfers the instrument to a third party through the use of a guarantee, the transferor is the originator of the instrument and remains the creditor, while the third party becomes a protection provider of the instrument.

### 3. Instruments covered in RRE reporting

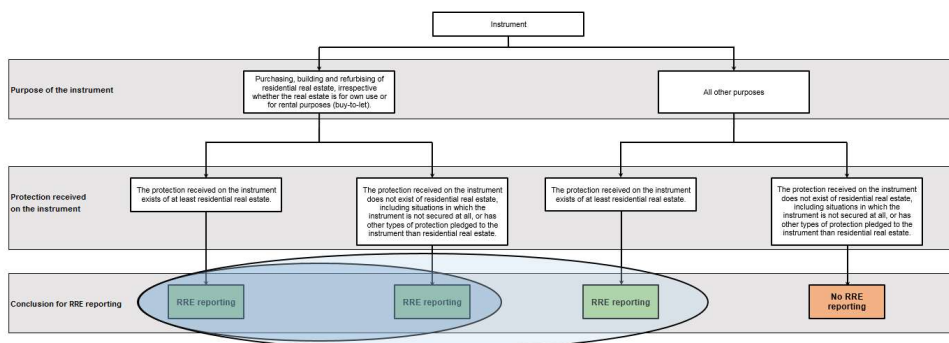
The purpose of this chapter is to provide a notion of what an instrument is and general reporting guidelines for identifying which instruments of credit institutions are subject to RRE reporting. Instruments held by observed agents and instruments that are serviced by resident observed agents are considered in the context of RRE reporting, provided that they fulfil the criteria triggering the reporting obligations which will be discussed in detail in the next chapter (chapter 4). With a view to identifying the instruments subject to reporting, the chapter below focuses only on the counterparty roles creditor, servicer and debtor. These counterparty roles are indispensable for determining the reporting obligation vis-à-vis an instrument.

In general, and in addition to the type of debtor driving RRE reporting (see 2.2.1.1), for RRE reporting two criteria are important when assessing which instruments are in scope:

- a) The purpose of the instrument – regarding the purpose of the instrument a distinction is being made in
  - I. Instruments used for the purpose of investing in residential real estate, irrespective whether the real estate is for own use or for rental purposes (buy-to-let). In the abovementioned context, ‘investing’ means purchasing, building or refurbishing of residential real estate.
  - II. Instrument used for all other purposes, not included in I.
- b) The protection of the instrument – regarding the protection of the instrument a distinction is being made in
  - I. Instruments for which the protection received on the instrument exists of at least residential real estate.
  - II. Instruments for which the protection received on the instrument does not exist of residential real estate. This includes situations in which the instrument is not secured at all (instrument granted on a personal basis), or has other types of protection pledged to the instrument than residential real estate.

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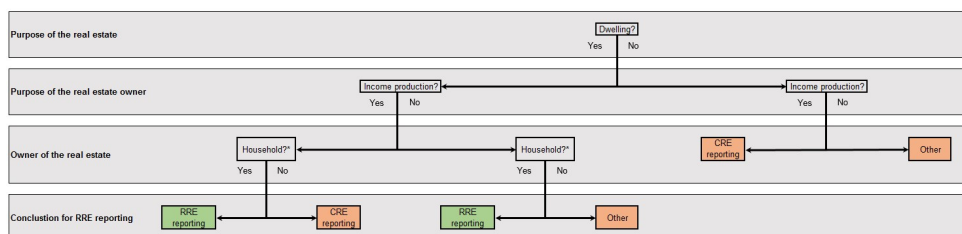
The reason behind the importance of the two separate criteria, is that in the BSI Regulation (ECB/2013/33) the purpose of the instrument is the overriding principle, while with regard to the ESRB Recommendation on closing real estate data gaps (ESRB/2016/14) the protection received relating to the instrument is the overriding principle. In this respect, both criteria are equally important for assessing the eligibility of an instrument for RRE reporting. In the diagram below, the BSI scope is represented by the dark blue circle and is fully covered in the RRE reporting. The light blue circle represents the ESRB scope and is fully covered as well. The instruments which have residential real estate as protection received but are granted for other purposes than investing in residential real estate are also in scope, in addition to the BSI scope. These instruments would include other categories of lending which is secured by residential real estate, like an instrument with residential real estate as collateral which is granted and used for consumption purposes. However, with respect to the instruments which are granted for other purposes, only those instruments are in scope for which residential real estate is explicitly received as protection and for which the protection is mentioned in the contractual agreements of the instrument. Instruments are not in scope in case the residential real estate can be used to cover losses only on the basis of general banking conditions (so-called algemene bankvoorwaarden).



In addition, instruments granted for other purposes and explicitly protected by residential real estate are in scope of RRE reporting and therefore all reporting requirements apply to these instruments. This means that, in case also other types of protection are received for these instruments, these other types of protection should also be reported in the RRE reports. This ensures that DNB receives a full picture of the protection received for these instrument, and as such has a full picture of the risks related to the instrument.

As indicated above, instruments granted for buy-to-let purposes are in scope of RRE reporting as well. Buy-to-let refers to any residential real estate directly owned by households (i.e. see paragraph 2.2.1.1), with the primary aim of being let to tenants. Buy-to-let can be regarded as a border area between RRE and commercial real estate (CRE). However, since this activity is usually undertaken by part-time, non-professional landlords with a small property portfolio, buy-to-let should be interpreted as belonging to the RRE sector, not to the CRE sector.

In the abovementioned diagram, in the definition of the purpose of the instrument as well as in the definition of the protection received on the instrument, the term residential real estate is mentioned. In the diagram below, more details are given on which real estate should be regarded as residential (and which as commercial or other).



\* As defined in paragraph 2.2.1.1

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A dwelling (or residence) is mostly defined as a self-contained unit of accommodation used by one or more households as a home. In case the real estate has a mixed use, i.e. residential and commercial, the assessment whether the real estate can be seen as a dwelling might be challenging. In the ideal situation the real estate should be considered as different properties (based for example on the surface area dedicated to each use) whenever it is feasible for the reporting agent to make such a breakdown. Alternatively, the real estate can be classified according to its dominant use (measured in surface area). This is in line with the ESRB Recommendation.

The classification of house trailers (woonwagen) and house boats (woonboot) as real estate is a much discussed issue and subject to many preconditions. For the purpose of RRE reporting, house trailers and house boats are not regarded as real estate. Instruments for investing in house trailers or house boats and instruments for which the protection received consists of house trailers and house boats are out of scope of RRE reporting.

### 3.1 The notion of contract and instrument

#### 3.1.1 Contract

A contract is a legally binding agreement between two or more parties under which one or more instruments are created. In the context of RRE reporting, a contract is a credit agreement between two or more counterparties, with one or more counterparties acting as debtors and one or more counterparties acting as creditors, under which the creditors provide the debtors with funds and the debtors commit to pay them back. In general, one credit contract can give rise to multiple instruments. Moreover, one credit contract can consist of multiple credit facilities, and each credit facility can consist of multiple instruments. Please note that the concept 'credit facility' is not a separate concept in the RRE data model. Each contract can give rise to one or more instruments, between

the contract and the instrument a credit facility might exist. However, an instrument can only be related to one contract.

### 3.1.2 Instrument

In RRE reporting, credit is understood as any form of financial accommodation supplied by one or more creditors to one or more debtors under a credit contract. In this connection, an instrument is a specific instance of credit arising under a contract, with specified characteristics, enabling the debtor(s) to receive from the creditor(s) funds to an amount or value regulated in the contract. Ergo, the relation between the concept instrument and concept creditor can be characterized as a many-to-many relationship, i.e. one instrument can have multiple creditors and one creditor can have multiple instruments. The same is true for the relationship between the instrument and the debtor, i.e. one instrument can have multiple debtors and one debtor can have multiple instruments.

RRE reporting considers instruments in the way in which they are typically managed by credit institutions, i.e. RRE reporting considers instruments as banking products with outstanding balances and credit limits. A credit contract may be managed as a whole, but may have different characteristics for each instrument. From the perspective of a credit institution, instruments may have a credit balance where the credit institution owes funds to the counterparty; or a debit balance where the counterparty (debtor) owes funds to the credit institution.

#### ▪ 3.1.2.1 Credit limits and outstanding balances

A credit limit, in respect of a specific moment in time, is the maximum debit balance allowed on an account at any given moment under the terms of the credit agreement. Credit limits are established during the origination process (approval process) and are intended to restrict the amount of debt that the creditor extends to a debtor for the respective credit limit. When a debtor exceeds the credit limits, excesses occur.

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Outstanding balances with regard to a specific reporting reference date are the total payments made by or to the debtor on the instrument's account, i.e. the balance of the instrument's account at any point in time is the outstanding balance of the instrument. In other words, outstanding balances are the amount of credit owed by the debtor at a certain point in time. For most instruments, the outstanding balance is the total amount of drawings and other amounts that are open under the instrument. In the context of RRE reporting, all instruments' outstanding balances are measured and reported without netting of protection, even in the case of 100% cash-backed instruments.

Please note, that credit limits and outstanding balances may be measured at different levels under the so-called credit cross-limit structures. Depending on the type of business, credit limits only are granted at certain levels of the credit cross-limit structure, whereas outstanding balances are measured at all levels of the structure. Multi-product credit facilities are typical examples of credit cross-limits, in such case the amounts of credit available under two or more related products might not only be restricted by the individual credit limits set for the products but also by the credit cross-limit. In case of RRE reporting, credit cross-limit structures are maybe less common, given the nature of the debtors and the more simple instruments these debtors take from the reporting agents.

For a given instrument reported in the RRE reports, the individual outstanding balances under the instrument are reported in the data attribute "outstanding nominal amount", whereas the maximum amount by which the outstanding balance can still be increased within the credit limit associated with the instrument (and/or within the cross-limit following the credit cross-limit structure of which the instrument is a part) is reported in the data attribute "off-balance sheet amount".

Whether or not there is any undrawn amount (off-balance sheet amount) for an instrument depends on the credit limit associated with the instrument (and if relevant on the cross-limit of which the instrument is a part) and the drawing possibilities agreed on in relation to the instrument. In this respect, the following distinction is made:

- a) a revolving credit is an instrument under a credit contract whereby the debtor's outstanding balances are permitted to fluctuate (i.e. increase and decrease) such that, taking into account payments made by or to the credit of the debtor, the credit limit is not exceeded;
- b) a non-revolving credit is an instrument under a credit contract whereby the debtor is enabled to receive funds (whether in one amount or in instalments) and which does not replenish after payments are made by the debtor (or to the credit of the debtor).

### 3.1.3 Type of instrument

Regarding the type of instruments, the following instruments should be in scope of RRE reporting.

- Reverse repurchase agreements
- Overdraft
- Credit card debt
- Revolving credit other than overdrafts and credit card debt
- Credit lines other than revolving credit
- Trade receivables
- Financial leases
- Other loans

This classification of instruments coincides with the scope and classification within AnaCredit reporting, but excludes the instrument type "Deposits other than reverse repurchase agreements" (which is included in AnaCredit). The reason is that the specific instrument type is only relevant in relation to the counterparty (debtor) being a financial institution, not a household (i.e. households cannot be granted such instrument). Any instrument which does not fall under any of the instrument types listed above, are not considered in RRE reporting. As regards the distinction between the different instrument types, more detailed guidance will be provided in another part of the Manual dealing specifically with the definition of separate attributes (including the "Type of instrument" attribute).

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## 3.2 Acting as creditor or servicer

This paragraph considers the activity of observed agents as creditors or servicers and provides a description of how to identify the instruments subject to RRE reporting. The activity of an observed agent as creditor or servicer is reported by the reporting agent. While the creditor is the counterparty bearing the credit risk of an instrument, the servicer is the counterparty responsible for the administrative and financial management of an instrument. Although for many instruments the same counterparty typically acts as both the creditor and the servicer, there are instruments for which the two roles are assumed by different counterparties. For RRE reporting, every instrument for which a debtor and a creditor are expressly distinguished as different counterparties (including different institutional units) is subject to credit risk, which means that the creditor may not receive (in full) a payment which it has the right to receive under the instrument. In other words, such an instrument gives rise to credit risk for the creditor. Finally, for every instrument where there is a debtor and a creditor, there is a counterparty - the servicer - that is responsible for the administrative and financial management of the instrument.

Instruments should be reported to RRE where:

- a) the observed agent acts as the creditor, or
- b) the observed agent acts as the servicer, in case the creditor is a third party which is not classified as a credit institution. The creditor should – in this regard – not be a credit institution in order to avoid double counting. After all, the credit

institution being the creditor reports the instrument on its own. So instruments otherwise transferred by the originator to a credit institution which becomes the creditor are out of scope of RRE reporting, even when the originator (i.e. the observed agent) still services the instrument. However, instruments securitised by the originator (i.e. the observed agent) to a FVC which becomes the creditor should still be reported by the originator (i.e. observed agent) in case it still services the instrument.

To establish whether an instrument is subject to RRE reporting, it's necessary to consider which roles the observed agent assumes. As a general rule, the observed agent may assume the roles of both creditor and servicer, or just take one of the two roles (either creditor or servicer), in relation to the same instrument. From the perspective of an observed agent, a distinction is made between:

- a) instruments in which the observed agent acts as creditor
- b) instruments in which the observed agent does not act as creditor but does act as servicer
- c) instruments in which the observed agent acts neither as creditor nor as servicer.

The box below presents an overview of the roles that an observed agent can have in relation to an instrument, by concentrating on the relationship between the creditor's role and the servicer's role.

Box 9 – The observed agent's roles		
	Observed agent acts as creditor	Observed agent does not act as creditor
Observed agent acts as servicer	Observed agent acts as both creditor and servicer (Case I)	Observed agent acts as servicer, but <u>not</u> as creditor (Case III)
Observed agent acts not as servicer	Observed agent acts as creditor, but <u>not</u> as servicer (Case II)	Observed agent acts as neither creditor nor servicer (Case IV)

From the observed agent's perspective:

- instruments in relation to which the observed agent acts as creditor trigger the reporting obligation to RRE (cases I and II indicated in green)
- instruments in relation to which the observed agent acts as servicer but does not act as creditor are subject to RRE reporting only if certain conditions apply (case III indicated in orange). See below for more information.
- instruments in relation to which the observed agent acts neither as creditor nor as servicer are not required to be reported to RRE (case IV indicated in red).

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#### *Case I - Observed agent is the creditor and the servicer*

This case comprises all instruments in which the observed agent acts as both creditor and servicer, i.e. the credit institution has granted the loan and is also responsible for the administrative and financial management. Other examples include synthetic securitisations where the credit risk of (a portfolio of) the instruments is transferred by means of a credit protection agreement, without transferring the ownership of the securitised instruments, i.e. leaving the underlying instrument in the ownership of the



observed agent and on its balance sheet. More specifically, although the credit risk of the observed agent is mitigated by a credit derivative or a financial guarantee, the observed agent retains the right to receive the payment from the debtor of the instrument and therefore meets the definition of a creditor. Consequently, the observed agent acts as creditor and servicer of instruments subject to synthetic securitisations. Instruments included in Case I have to be included for RRE reporting.

*Case II - Observed agent acts as creditor but does not act as servicer*

This case comprises all instruments in which the observed agent acts as creditor, but where the responsibility for the administrative and financial management of the instrument remains with a counterparty other than the observed agent. Examples of such instruments include instruments granted by the credit institution but for which the administrative and financial management of the instrument is outsourced to a third party (e.g. commercial corporations like Stater and Quion). Instruments in this class have to be included for RRE reporting.

*Case III - Observed agent acts as servicer but does not act as creditor*

The third case covers instruments where the observed agent does not act as creditor, but does act as servicer of such instruments. Examples of such instruments include traditional securitisations that are a "true sale", where the observed agent transfers an instrument to a FVC, but retains servicing rights. In such securitisation transactions the observed agent is responsible for the administrative and financial management of the instrument but does not act as creditor of the instrument. The creditor of such instruments is the FVC.

Instruments in this class have to be included for RRE reporting as they may be relevant. However, whether instruments are actually required to be reported depends on whether or not they are assets of the observed agent (i.e. when the observed agent should report these instruments as assets in accordance with the applicable accounting standard) or whether or not the third party that acts as creditor of those instruments is a credit institution (please refer to paragraph 3.3 for details).

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*Case IV - Observed agent acts as neither creditor nor servicer*

Instruments in which the observed agent acts as neither creditor nor servicer are not considered for RRE reporting. Case IV above comprises no cases relevant for RRE reporting and is not considered further.

### 3.3 Activities of an observed agent

RRE reporting requires that instruments in which an observed agent acts as creditor or servicer are reported. From the perspective of an observed agent, a distinction is made between the activity of the observed agent as creditor and the activity of the observed agent as servicer.

In general, for an instrument one of the following conditions should hold before considering the instrument for RRE reporting. The instrument...

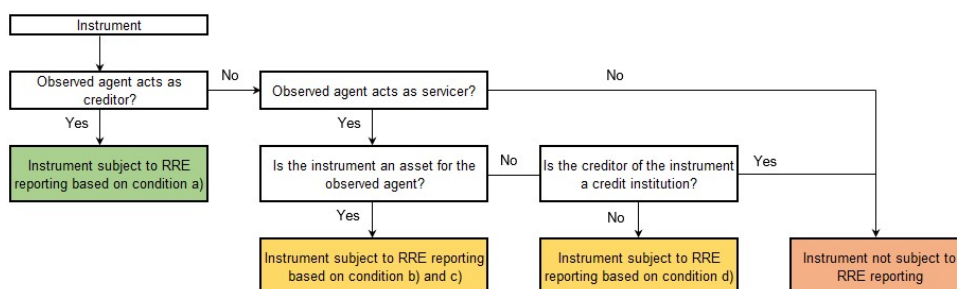
**Condition a)** gives rise to credit risk for the observed agent, or

**Condition b)** is an asset of the observed agent, or

**Condition c)** is recognised under the relevant accounting standard used by the observed agent and gave rise to credit risk for the observed agent in the past, or

**Condition d)** is serviced by the observed agent; and is held by a legal entity which is not a credit institution.

This information and the information in Box 9 can be rewritten into the following decision tree depicted below. The parts of the decision tree are further discussed in the following paragraphs.



### 3.3.1 The activity of the observed agent as creditor

The activity of the observed agent as creditor vis-à-vis an instrument implies that the instrument gives rise to credit risk for the observed agent. In this case, the instrument is subject to RRE reporting (irrespective of whether or not the observed agent is the servicer of such instrument), because it fulfils the condition that the instrument gives rise to credit risk for the observed agent.

The activity of the observed agent as creditor is covered in cases I and II, as referred to in Box 9. Please note that although instruments to which the observed agent acts as creditor generally constitute assets of the observed agent, for the condition that the instrument gives rise to credit risk to be fulfilled, it's irrelevant whether or not an instrument is an asset of the observed agent (i.e. condition b) and condition c)), as long as the observed agent acts as creditor of such instruments.

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### 3.3.2 The activity of the observed agent as servicer

If the reporting obligation in respect of an instrument is not triggered by an observed agent acting as creditor of the instrument, it may still be triggered by an observed agent acting as servicer. A servicer is the counterparty responsible for the administrative and financial management of an instrument, and case III, as referred to in Box 9, may arise under any of the conditions b), c) and d) mentioned above. Please note that condition c) is considered to be superseded by condition b) and is not analysed separately.

Instruments which are subject to a traditional securitisation in which an FVC acquiring the instruments acts as creditor and the observed agent that retains servicing rights acts as servicer fulfil the condition d).

Please note that instruments that are assets of the observed agent to which the observed agent acts as servicer (but not as creditor) are considered for RRE reporting.

## 3.4 Instruments relevant for the activity as creditor

This section considers in more detail instruments in which the observed agent acts as creditor. Cases I and II referred to in Box 9 above cover all instruments held by the observed agent. It is irrelevant whether or not such instruments are actually serviced by the observed agent. Depending on the relevant accounting standard, an instrument to which the observed agent acts as creditor may be an asset of the observed agent or an off-balance sheet item.

### 3.4.1 Instruments that are assets of the observed agent

The accounting standard relevant for RRE reporting is the accounting standard used by the observed agent. In this connection, Condition b) is deemed to refer to economic assets recorded on the balance sheet of the observed agent.

Furthermore, condition c) is regarded to have the same meaning as condition b). Consequently, condition c)) is considered to be superseded by condition b) and is not further considered separately. In general, a counterparty may be the legal and/or economic owner of an asset. The economic owner bears the risks and is entitled to claim the benefits associated with the asset. The economic owner thus treats the instrument as an asset. Therefore, the economic owner has to report to RRE according to condition a) and condition b). If the legal owner is not the economic owner of the instrument, however, the legal owner does not assume the benefits and risks associated with the instrument.

### 3.4.2 Instruments not recognised under the relevant accounting standard

Instruments in which the observed agent acts as creditor, but which are not recognised under the relevant accounting standard are not assets of the observed agent. The general principle is that the category of instruments in which the observed agent acts as creditor is broader than the category of instruments that are assets of the observed agent.

Such instruments include instruments that are written off, in which the observed agent still has a claim on a third party (debtor), but the instruments are no longer recognised under the relevant accounting standard. Such instruments are subject to RRE reporting. More details will follow in subsequent chapters.

## 3.5 Instruments relevant for the activity as servicer but not as creditor

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This paragraph considers instruments in which the observed agent acts only as servicer where the instrument is not subject to reporting by the creditor of the instrument. Instruments in which the observed agent is also the creditor are considered in paragraph 3.4.

In the case of an instrument held by a third party (in which a third party acts as creditor), the activity of an observed agent as servicer to the instrument is subject to RRE reporting if the activity of the third party as creditor of the instrument is not already subject to RRE reporting. In this connection, the RRE reporting requirements stipulate that the instrument serviced by the observed agent (which does not act as creditor) is subject to reporting if the instrument is not held by a credit institution. For instance, instruments that are subject to a traditional securitisation where the observed agent transfers the instrument to an FVC while retaining servicing rights are in principle considered to fulfil the condition d).

Upon the transfer of the instrument, the observed agent acts as servicer (and originator) of the instrument, whereas the FVC, upon acquiring the right to receive the principal and interest payments for the instrument, acts as creditor of the instrument. As the FVC is not a credit institution, the instrument, which is serviced by the observed agent, is subject to reporting (in relation to the activity of the observed agent as servicer but not creditor). The country of residence of the FVC is irrelevant with regard to the reporting obligation of the observed agent.

The decision tree above (page 19) summarises the reporting obligations from the observed agent's perspective, where the boxes in orange focus on instruments that are serviced but not held by the observed agent. Please note that – broadly speaking – securitised or otherwise transferred instruments in relation to which the observed agent acts as servicer constitute the main category of instruments relevant for the activity as servicer but not as creditor. The category also includes fiduciary instruments, but as these instrument are deemed less or not relevant in the context of RRE reporting, these instruments are not further considered.

### 3.5.1 Not reporting serviced instruments to avoid double reporting

Instruments that are serviced (but not held) by one observed agent and held by another observed agent are in principle subject to double reporting. However, the RRE requirements aims to avoid double reporting in such cases by stressing condition d) that serviced instruments are reported only on condition that they are not held by another credit institution.

More specifically, given the fact that instruments held by observed agents are in principle subject to mandatory RRE reporting, double reporting – which essentially arises in the case of instruments that are held by one observed agent but serviced by another observed agent – appears to be avoided by exempting the activity of the servicer from reporting. In this connection, condition d) should be interpreted to mean, in respect of instruments in which a third party acts as creditor, that the activity of an observed agent as servicer to the instrument is subject to reporting to RRE reporting only if the third party acting as creditor to the instrument is not a credit institution.

### 3.5.2 Securitised or otherwise transferred instruments except synthetic securitisations

The primary aim behind including in RRE instruments that are serviced by the observed agent but held by a third party is to collect instruments that are securitised by transferring the actual underlying instruments and their (economic) ownership to an FVC. Such a situation typically concerns traditional securitisations and loan transfers other than synthetic securitisations, where by selling or otherwise transferring the instruments rather than holding them the observed agent ceases to be the creditor of the instruments but retains servicing rights.

In the case of traditional securitisations the economic ownership of the instrument is transferred, generally leading to derecognition of the instrument by the originator (the transferor) and recognition by the new owner on their balance sheet. The transferor is no longer to be identified as the creditor but as the originator. The transferee, which is the new owner of the instrument from an economic perspective, is to be recognised as the creditor. If the transferor retains servicing rights in respect of the transferred instruments, the transferor should also be recognised as the servicer. From the perspective of an observed agent who acts as servicer, such instruments therefore should in principle be considered for RRE reporting.

In the case of transfers of instruments according to Part 5 of the BSI Regulation, other than securitisation transactions, where the economic ownership of the instrument has been partly or fully transferred to a third party, the counterparty responsible for its administrative and financial management may differ from the creditor. The counterparty which originally held the instrument is generally registered as the servicer.

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## 3.6 Other instrument-related aspects for consideration

### 3.6.1 Instruments recorded on the liabilities side of the balance sheet

Instruments that give rise to credit risk to the observed agent are either assets of the observed agent or are not recorded on the balance sheet. Such instruments are never liabilities of the observed agent, however. Conversely, any instruments that are of any of the specified types, but are a liability of the observed agent are not considered for reporting.

### 3.6.2 Instruments that are not eligible

Instruments which are held or serviced by the observed agent but which are not one of the types of instrument referred to in paragraph 3.1.3 do not fall within the scope of the collection.

### 3.6.3 Instruments comprising off-balance sheet amounts

Instruments that are held or serviced by the observed agent are subject to RRE reporting – subject to the fulfilment of other conditions, such as at least one debtor of the instrument is not a natural person or types of instrument are within the scope of paragraph 3.1.3 – could comprise of an off-balance-sheet amount. To this end, this paragraph provides relevant clarification with regard to instruments which consist of off-balance-sheet (undrawn) amounts.

Whether there is any off-balance-sheet amount for an instrument depends on

- a) the general drawing possibilities vis-à-vis the instrument (for example, some instruments by definition do not have any off-balance-sheet amount) and
- b) whether the instrument is associated with an independent credit limit or it is associated with a sublimit which is linked with a credit cross limit.

Generally, there are three generic types of credit limits and all types of credit limits can be set using these generic types of credit limits:

- i. credit cross-limits, which are given to limit the amount of credit for two or more related instruments; credit cross limits always have credit sublimits;
- ii. credit sublimits, which are individual credit limits under a credit cross-limit that limit the amount of credit that a debtor can have under a given instrument;
- iii. independent credit limits, which are individual credit limits that do not have a superior credit limit (i.e. a credit cross-limit) to restrict the use of credit thereunder.

Given the context of RRE reporting, it is assumed that type iii. will probably be the most relevant credit limit which could exist in RRE reporting. Nevertheless the other types could occur as well, in more complex products (e.g. in relation to instruments granted to partnerships or to individuals engaged in extensive buy-to-let activities).

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#### ▪ 3.6.3.1 The off-balance sheet amount in relation to credit limits

Insofar as determining the off-balance-sheet amount for instruments with independent credit limits (type iii.) is generally straightforward, the subsequent paragraphs illustrate the most important parts of credit limit structures and which data elements are essential for determining the off-balance-sheet amounts for instruments in the context of RRE reporting.

Specifically, in the case of an instrument with an independent credit limit, the off-balance-sheet amount is generally determined as the difference between the credit limit and the amount drawn (provided that the drawing possibilities are not restricted by other factors, such as the type of product).

However, for instruments with credit sublimits and a credit cross-limit, the off-balance-sheet amount (for each individual instrument) is linked to the credit cross-limit and generally cannot be determined solely on the basis of the sublimits (as it is for instruments with independent credit limits), without considering the cross-limit and the total amount drawn under the other related instruments of the credit cross limit. This is a direct consequence of the fact that, with regard to credit cross-limit structures, credit limits and outstanding balances are measured at different levels. Specifically, credit cross-limit structures are points where outstanding balances are measured and compared to credit limits. Depending on the type of business, credit limits are granted only at certain levels of the credit cross-limit structure whereas outstanding balances, however, are measured at all levels of the structure.

Multi-product credit facilities are typical examples of credit cross-limits. The amounts of credit available under two or more related products are restricted, in addition to the individual credit sublimits set for the products, by the credit cross-limit.

Please note that in the general case the amount still available to be drawn under one individual instrument of a credit cross-limit structure depends on the outstanding balances of all instruments of the credit cross-limit (as well as drawing possibilities in relation to the instrument as it is with instruments in general - for example, some instruments by definition do not comprise any off-balance sheet amount). As the procedure has to be applied recursively, however, determining the amount available to be drawn for all related instruments at once is generally not possible. Consequently, the off-balance-sheet amount cannot generally be established for all related instruments of a credit cross-limit. Nevertheless, the expectation is that the data essential in relation to the off-balance-sheet amounts vis-à-vis credit cross limit structures should at least include the information about:

- whether a given instrument is associated with a credit cross-limit or a sublimit;
- the contract that gives rise to the credit cross-limit and the individual instruments;
- the amount of the credit cross-limit;
- all the instruments via which the credit available under the credit cross-limit can be drawn by the debtor;
- the link between the cross limit and the instruments – the credit cross-limit structure;
- the individual sublimits of all the instruments under the credit cross-limit;
- all the outstanding balances (amounts drawn) under the individual instruments of the credit cross-limit.

With regard to the off-balance-sheet amounts vis-à-vis the individual instruments, it is necessary to take account of the constraint that the sum of the off-balance-sheet amounts vis-à-vis the related instruments may not exceed the off-balance-sheet amount of the cross-limit itself.

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#### ▪ 3.6.3.1.1 Criteria for reporting instruments in the case of a credit cross-limit structure

In general, whether or not an instrument is reportable is determined by the criteria triggering reporting, in which the type of instrument as referred to in paragraph 3.1.3 plays an essential role. Therefore, with regard to instruments in the case of a credit cross-limit (e.g. a multi-product credit facility), for each instrument it is necessary to establish the type of instrument in accordance with the RRE reporting requirements.

Generally, two possibilities arise:

1. If at the reporting reference date the type of instrument is determined to be one of the types of instrument referred to in paragraph 3.1.3, the instrument is subject to reporting. If so, then both the drawn amount and the undrawn amount (if any) should be reported to RRE.
2. If at the reporting reference date the overall features of the instrument do not make the instrument compatible with any of the types of instrument referred to paragraph 3.1.3, the instrument is not subject to RRE reporting.

As a general principle, a credit cross-limit itself is not one of the types of instrument referred to in paragraph 3.1.3, since any drawings of the cross-limit take place solely by means of the individual instruments under the cross-limit. This superior credit cross-limit instrument is therefore not subject to RRE reporting.

Nevertheless, any individual instrument under the cross-limit whose type of instrument matches any of the types of instrument referred to therein is subject to RRE reporting. Furthermore, as in the general case, for an instrument which is subject to reporting any undrawn amount that is intrinsically linked with the instrument should be reported under



the data attribute "off-balance sheet amount" and has to be taken into account when calculating the commitment amount. In the case of instruments under a credit cross-limit, the commitment amount for each such instrument is the credit sublimit amount of the individual instrument.

#### ▪ 3.6.3.2 The off-balance sheet amount in relation to building deposits

It could be possible that an instrument relevant for RRE reporting is linked to a so-called building deposit (bouwdepot). Especially in cases where the residential real estate is being build or refurbished, building deposits could occur.

Generally, in case of a building deposit, the instrument granted to the debtor is paid out in full (i.e. the building deposit and the part of the instrument not characterized as a building deposit) and coincidentally the building deposit part of the instrument is placed on a dedicated deposit account. The deposit account can be used to pay for costs made by for example contracted, mostly subject to the approval of the deposit holder and the credit institution.

Because the instrument is paid out in full, including the building deposit. The building deposit amount is not be regarded as an off-balance sheet amount of the instrument (which could be drawn in tranches).

In the logical data model, a separate attribute is included in the Financial data entity called Bouwdepot amount. This attribute should be filled out with the amount of the building deposit. This amount is also included in the attribute Outstanding nominal amount. In case, costs are paid out of the building deposit, the value of the attribute Bouwdepot amount decreases, with no change in the Outstanding nominal amount attribute. In case, a certain amount of the Bouwdepot amount was not used, and the building deposit is terminated, the value of the attribute Bouwdepot amount is decreased, and a corresponding decrease in the attribute Outstanding nominal amount takes place. For more information, see Manual part II.

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### 3.6.4 The commencement of the reporting of an instrument

The following guidelines should be considered when establishing the moment at which an instrument becomes relevant for RRE reporting. Generally, an instrument first becomes subject to reporting at the moment at which the creditor enables the debtor to draw funds after entering into a legally binding agreement with the debtor.

Moreover, whether the creditor commits to the debtor in irrevocable or revocable terms is irrelevant for the commencement moment of the reporting of an instrument. Instruments giving rise to credit risk can generally be either irrevocable or revocable, based on the following definitions:

- irrevocable" refers to any instrument where the credit institution confirms to the debtor in irrevocable and legally binding terms that it is prepared to make available a certain amount (credit limit) during a predefined period of time, subject to certain terms and conditions stipulated in the credit contract;
- revocable" refers to any instrument (documented in a credit agreement) which can be cancelled or drawing requests refused at any time at the sole discretion of the credit institution, and which the credit institution has no legal obligation to renew beyond its original tenor.

Please note that the "irrevocable" effect is reflected to the extent that once the debtor complies with the terms and conditions (including loan default clauses and conditions precedent). The credit institution has no legal right to unilaterally refuse any drawing and/or demand any prepayment and/or cancel the facility until the (legally binding) contract underpinning the instrument has expired.

## 4. Criteria triggering the reporting obligation

This section provides a technical explanation of the criteria triggering the reporting obligation of instruments to RRE.

For any observed agent of a given reporting agent, the instrument is the centerpiece 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 RRE requirements, the reporting agent is required to report the full set of information as specified in the logical data model and data delivery agreement.

### 4.1 Criteria triggering reporting as of a reporting reference date

Reporting agents are required to report the full set of information as specified in the logical data model and data delivery agreement as of a certain reporting reference date and related to the instruments held or serviced by the observed agents. The reporting reference date in the RRE report is always the last day of the quarter (31 March, 30 June, 30 September, 31 December).

In relation to a specific observed agent, the reporting obligation is triggered for a certain reporting reference date if

- a) the instrument held or serviced by the observed agent is eligible for reporting under the RRE framework on the reporting reference date (last day of the quarter) or
- b) the instrument held or serviced by the observed agent has ceased to be eligible for reporting under the RRE framework in the quarter that ends on the reporting reference date.

In general, it could be described as when the instrument held or serviced by the observed agent is an eligible instrument on any month-end date of within the reporting reference period, then a reporting obligation is triggered for a certain reporting reference date.

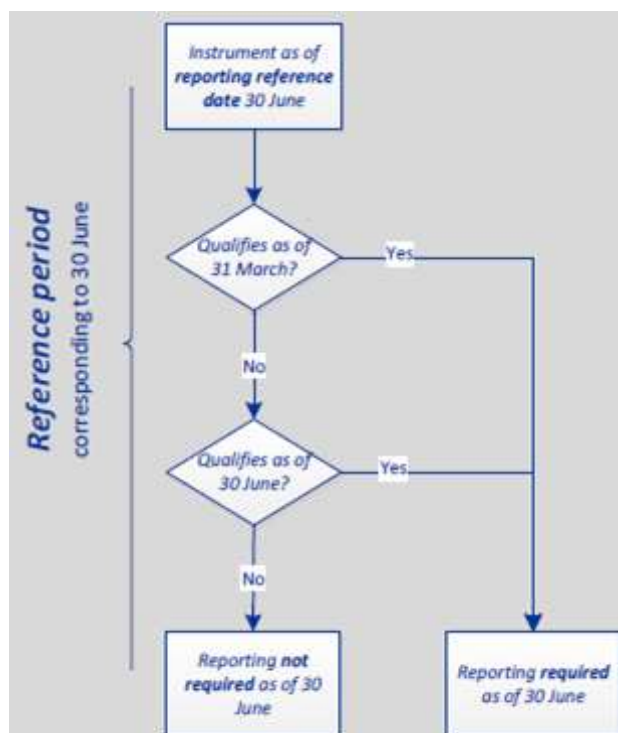
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More specifically, to establish whether an instrument is required to be reported for a certain reporting reference date, the reporting agent needs to verify whether it's an eligible instrument for a series of month-end dates within the reference period corresponding to the reporting reference date. If the instrument meets the conditions on any such dates, then the instrument is required to be reported as of the reporting reference date

The chart below should clarify in more detail when a reporting obligation is triggered for a certain reporting reference date (in this case 30 June).

To establish whether an instrument is required to be reported as of the reporting reference date 30 June, the following steps should be followed:

- a) The reporting agent should check whether the instrument fulfills the conditions mentioned in chapter 3 of the manual for a series of month-end dates within the corresponding reference period.
- b) The reference period relating to 30 June comprises of two dates: 31 March and 30 June.
- c) If the instrument fulfills the conditions on any of these dates (called a qualifying instrument), then the instrument is required to be reported as of the reporting reference period.
- d) If, on the contrary, the instrument does not meet the conditions on any of these dates, then the instrument is not required to be reported as of the reporting reference date.



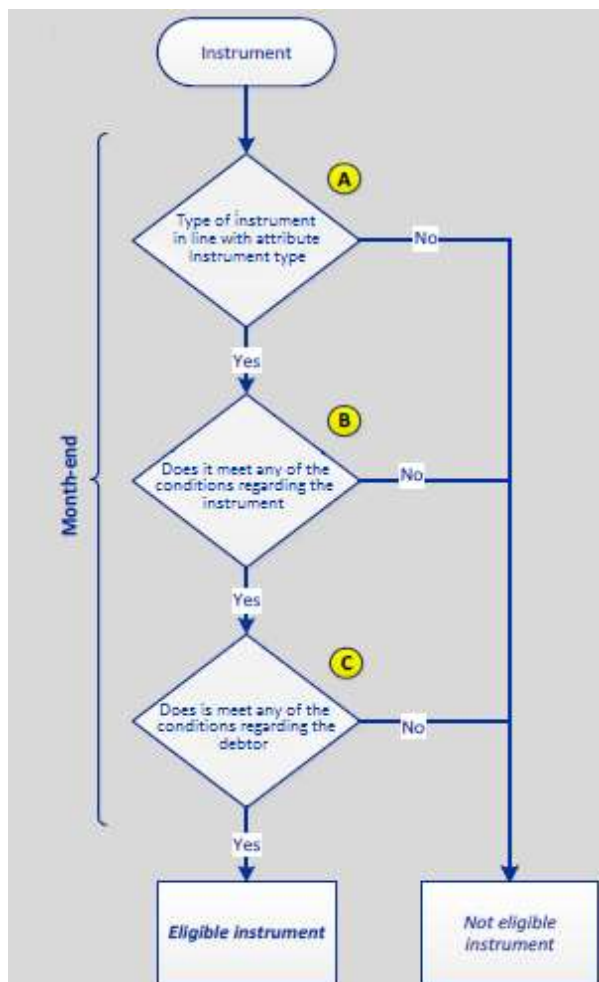
The reporting reference period always consists of two month-end dates, i.e. the end-date of the last month of the previous quarter and the end-date of the last month of the current quarter. This means that instruments which are created and redeemed/written-off within one quarter (not passing the end-date of the last month of the quarter) are not in scope and should not be reported (e.g. instrument created on 15 April and redeemed on 15 May).

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Reference date	Reference date	Reference date	Reference date
31 March	30 June	30 September	31 December
Reference period	Reference period	Reference period	Reference period
31 December	31 March	30 June	30 September
31 March	30 June	30 September	31 December

The use of the reporting reference period should avoid that instruments will disappear unnoticed from the RRE report. In case the instrument ceases to be eligible in the reference period, e.g. in case of written-off and forgiven loans or redeemed loans, then the instrument is reported on the reporting reference date once more, including the reason for exit in the attribute "Exit status" in the Financial data entity. For more information on the attribute "Exit status" please refer to the RRE Manual Part II.

Besides the fact that an instrument should fall within the reporting reference period in order to be reported on a certain reporting reference date, the instrument should also be eligible. Regarding the eligibility of instrument in the context of RRE reporting and regarding the debtors driving RRE reporting, please refer to chapter three and chapter two respectively. In short, the chart below depicts the criteria used to assess the eligibility of an instrument.



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**Condition A:** Regarding the type of instruments, the following instruments should be in scope of RRE reporting.

- Reverse repurchase agreements
- Overdraft
- Credit card debt
- Revolving credit other than overdrafts and credit card debt
- Credit lines other than revolving credit
- Trade receivables
- Financial leases
- Other loans

This classification of instruments coincides with the scope and classification within AnaCredit reporting, but excludes the instrument type “Deposits other than reverse repurchase agreements” (which is included in AnaCredit). The reason is that the specific instrument type is only relevant in relation to the counterparty (debtor) being a financial institution, not a household (i.e. households cannot be granted such instrument). Any instrument which does not fall under any of the instrument types listed above, are not considered in RRE reporting. As regards the distinction between the different instrument types, more detailed guidance will be provided in another part of the Manual dealing specifically with the definition of separate attributes (including the “Type of instrument” attribute).

**Condition B:** In general, for an instrument one of the following conditions should hold before considering the instrument for RRE reporting. The instrument...

- a) gives rise to credit risk for the observed agent, or
- b) is an asset of the observed agent, or
- c) is recognised under the relevant accounting standard used by the observed agent and gave rise to credit risk for the observed agent in the past, or
- d) is serviced by the observed agent; and is held by a legal entity which is not a credit institution.

**Condition C:** Whether or not an instrument held or serviced by the observed agent is subject to reporting depends on the type of debtor of the instrument. Only those instruments where the debtors comply with the definition of ESA sector 'households' (S.14) are subject to RRE reporting. The households sector (S.14) consists of individuals or group of individuals as consumers and as entrepreneurs producing market goods and non-financial and financial services (market producers) provided that the production of goods and services is not by separate entities treated as quasi-corporations. It also includes individuals or groups or individuals as producers of goods and non-financial services for exclusively own final use.

The abovementioned definition is in line with the definition of the sector 2251 (private households) in the BSI reporting (F9001). This means that besides natural persons, also sole proprietors and partnerships are included in the scope of RRE reporting. In some cases instruments are legally granted to the partnerships themselves, in other instances the instrument is being granted to the partners (natural persons) of the partnerships. In all instances, the partners of the partnership are seen as protection providers to the instrument.

Regarding partnerships, an exception has to be made with regard to large independently operating corporations without an independent legal status (i.e. quasi-corporations), for example large shipping companies. These kind of partnerships should be excluded from the scope, because they are regarded as non-financial corporations. As a rule, these kind of partnerships are partnerships of which the partners are not natural persons but legal persons themselves (like a BV or NV).

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In time, the debtor of an instrument might change. For example, when the original debtor of the instrument defaults on the instrument, the guarantor of the instrument (protection provider) might step in and take over the obligations related to the instrument. In that case, the claim of the creditor changes to a different counterparty: the used-to-be protection provider now becomes the debtor of the instrument. The same is true in case a debtor passes away, and the instrument is taken over by another counterparty. In these cases, the reporting agent should assess again whether the instrument is eligible for reporting under the RRE framework. The type of debtor, but also other criteria (see chapter 3) should be taken into account in this process.

#### **4.1.1 Written-off loans and other instruments that are not recognised**

A write-off is the full or partial write-down of the carrying amount of an instrument. In the case of a full write-off, the operation leads to the removal of the instrument from the balance sheet. Instruments are often written off when no future economic benefit is expected from them, for example when an instrument is considered to be uncollectible, even though the observed agent may retain the claim against the debtor.

Consequently, in the event of a write-off an instrument in relation to which the observed agent acts as creditor and which was an asset under the relevant accounting standard is removed from the balance sheet, but the observed agent remains the creditor of the instrument for as long as it retains the claim against the debtor (i.e. the instrument is not forgiven). In this regard, please note that in the context of RRE reporting, an eligible instrument that is written-off should be included in the RRE reports until the moment the instrument is forgiven and no claims exists against the debtor in relation to the instrument.

In addition, please be aware that in case a written-off instrument ceases to exist vis-à-vis the observed agent after a write-off (for instance due to debt forgiveness or due to a sale to a third party), the instrument is not required to be reported beyond the scope of the reporting reference period in which the instrument was written-off. The reason for written-off instruments to be subject to RRE reporting is that the credit institution holds the instrument to which there is a counterparty which has an obligation to pay (i.e. the debtor) and as long as the write-off does not release the debtor from the obligation, the credit institution is a creditor of the instrument and bears the credit risk of the instrument.



## 5. Other general aspects

### 5.1 Collection strategy and relation with AnaCredit

The way in which the RRE information will be collected from the reporting agents is fully in line with the collection strategy which DNB uses for other highly granular reports like AnaCredit and the national deposit guarantee scheme. In short, the collection strategy comprises - alongside the manual - of the development of a highly detailed and non-ambiguous logical data model and an elaborate data delivery agreement. Many non-methodological details of the RRE reports will be included in the logical data model and data delivery agreement. Thorough knowledge of the both the logical data model and the data delivery agreement is an absolute necessity for the reporting agents. The logical data model and data delivery agreement are published on the DNB website (<https://www.dnb.nl/statistiek/digitaal-loket-rapportages/statistische-rapportages/banken/residential-real-estate-rre/index.jsp>).

For some further background regarding the collection strategy please refer to the slides of the plenary RRE session (organized in June 2017) which are published on the DNB website.

Content-wise the logical data model, the data delivery agreement as well as the general methodology and the definitions of entities and attributes will be - to the maximum extent possible - in line with the AnaCredit reports. In addition, also granular requirements originating from the supervisory tasks from DNB are taken into account as much as possible. The re-use of existing AnaCredit methodology and the inclusion of as much requirements as possible into one logical data model should facilitate the interconnectedness between separate reports, with the aim of enhancing the added value of the reports. In addition, this strategy should also facilitate a (more) efficient reporting process at the reporting agents and a (more) efficient collection and processing process at DNB.

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### 5.2 Implementation stages and first reporting

The attributes included in the RRE reports are divided into two stages. The attributes belonging to stage 1 are expected to be reported starting from July 2018 onwards. The attributes belonging to stage 2 are expected to be reported starting from January 2019 onwards. However, reporting agents are allowed to submit all attributes (stage 1 and stage 2) from the start in July 2018 in case this is preferred by the reporting agents. Please refer to the Annex of this Manual for the list of attributes and the division of the attributes into stage 1 and stage 2.

The first RRE reports are expected to be submitted at end-July 2018 referring to reference date 30 June 2018. Subsequently, DNB expects back-data to be received from the reporting agents on reference dates 31 March 2018 and 31 December 2017 on respectively end-November 2018 and end-December 2018. Please find below, an overview of all submissions that are expected to be received by DNB from the reporting agents up to and including reference date 31 December 2018.

Reporting deadline	Reference date	Minimum scope attributes
end-July 2018	30 June 2018	Stage 1
end-November 2018	31 March 2018	Stage 1
end-December 2018	31 December 2017	Stage 1
end-October 2018	30 September 2018	Stage 1
end-January 2019	31 December 2018	Stage 1 and 2

For more information on reporting deadlines, please refer to the data delivery agreement.

In addition, the current loan level data reports (LLD) will stay in place up to and including reference date 31 December 2018. So for the periods mentioned in the table above,

shadow reports will exist, in the form of the current LLD reports. The reason for having shadow reports is not to endanger the internal processes that depend on the existing granular data received via the LLD reports.

### **5.3 Currency conversion**

All monetary values should be reported in euro (see the data delivery agreement for exact details on decimals, etcetera). In case instruments are being granted in another currency than euro, in principle the non-euro value should be converted into euro against the relevant mid-market exchange rate prevailing at the end of the reference period. This holds in principle, however, for some attributes the conversion should be treated in another way. For example, for attributes referring to situations at inception of the instrument and which are therefore of a static nature, the exchange that should be used, is the exchange rate used at inception (not the current exchange rate at the end of the reference period) ), otherwise the prerequisite of being static is violated. The same holds for attributes referring the valuation of protection at fair value. Please refer to Manual Part II for more details.

## 6. Annex

Stage 1 attributes
Country
Protection provider indicator
Legal entity indicator
Dutch legal entity indicator
National identifier
Household type indicator
Year of birth
Dutch natural person indicator
Debtor past due indicator
Household type-instrument data indicator
Inception date
Legal final maturity date at inception
Legal final maturity date
Interest rate spread/margin
Interest rate reset frequency
Interest rate reset frequency at inception
Loan to value at inception
Reference rate_reference rate value
Reference rate_maturity value
Amortisation type
Drawn instrument indicator
Outstanding nominal amount
Bouwdepot amount
Periodic repayment due
Periodic interest payment due
Cumulative repayments
Next interest rate reset date
Cumulative prepayments
Interest rate
Default status of the instrument
Exit status
Securitized instrument indicator
Past due instrument indicator
Arrears for the instrument
Date of past due for the instrument
Fully derecognised instrument being serviced indicator
Accumulated write-offs
Impairment assessment method
Type of protection
Protection value
Type of protection value
Immovable property indicator
Cumulative additional premiums/deposits
Country
Country
Postal code
Original protection value
Date of original protection value
Current account type

Stage 2 attributes
Legal entity identifier
Name
Arrears for the debtor
Default status of the counterparty
Debtor's employment status at inception
Income at inception
Date of income at inception
Other debts at inception
Household income at inception
Settlement date
Currency
Payment frequency
Product name
Product label
Interest rate type
Commitment amount at inception
Type of instrument
COREP class
BSI class
Buy-to-let
Credit conversion factor
Off balance sheet amount
Accrued interest
Transferred amount
Name of pool/transaction
Date of securitisation
Type of securitisation 34
Status of forbearance and renegotiation
Cumulative recoveries since default
Cumulative unsecured recoveries since default
Final loss amount
Accumulated impairment amount
Protection valuation approach
Protection valuation type
Immovable property type
Protection valuation approach at inception
Initial PD
Regulatory PD
Regulatory EL
Regulatory RWA
Regulatory EAD
Regulatory EL
Regulatory RWA
LGD best estimate
Probability of cure
Downturn LGD excluding add-ons
Regulatory downturn LGD
Regulatory EL
Regulatory RWA
Estimated recovery amount
Estimated downturn recovery amount
Joint liability amount
National identifier (for Dutch legal entities)
Protection allocated value
Date of protection value
Inception date of first instrument for investing in RRE
Interest rate at inception

Attributes added in v1.1 (to be reported as of reference period June 2019)
Date of forbearance and renegotiation status
Inception date of the instrument
Current toetsinkomen
Date of current toetsinkomen
Total assets
Date of total assets
Total liabilities
Date of total liabilities
Current debtor's employment status
Date of current debtor's employment status