



## AMENDMENT

### NOTICE TO ISLAMIC BANKS

NOTICE NO. BU/N-2/2020/66 – AMENDMENT NO. 1

### TEMPORARY REGULATORY MEASURES

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#### 1. INTRODUCTION

- 1.1. This Notice sets out certain temporary measures and regulatory reliefs to Islamic banks in a collective effort to assist and reduce the financial burden of all customers (businesses and individuals) that have been affected following the COVID-19 pandemic.
- 1.2. This Notice is issued pursuant to section 66 of the Islamic Banking Order, 2008 (IBO) and applies to all Islamic banks in Brunei Darussalam licensed under the aforesaid Order.

#### 2. DEFINITIONS

- 2.1. For this Notice-

**“affected customers”** means borrowers with existing financing facilities that are experiencing financial difficulties due to the COVID-19 pandemic.

**“business sector”** includes entities incorporated or registered under the Companies Act (Cap. 39) and the Business Names Act (Cap. 62) including Micro, Small and Medium Enterprises;

**“fees and charges”** means any direct fees and bank charges relating to any specified financing facility in this Notice. Such fees and charges excludes those that are incurred by the banks payable to third parties (example legal and valuation fees if applicable) and incurred by customer prior to the application for assistance.

**“financing facility(ies)”** means secured and unsecured financing facility(ies) provided to a customer by an Islamic bank in the form of financing, advance(s), or any other form or manner of financing;

- 2.2. Any expression used in this Notice shall, except where expressly defined in this Notice or where the context requires, have the same meaning as in the IBO.



### 3. ASSISTANCE TO AFFECTED CUSTOMERS

3.1. For a limited period, an Islamic bank may offer assistance to affected customers in the **business sector** with temporary deferment to existing monthly repayment in the manner as outlined in paragraph 4 of this Notice or restructuring of existing financing facilities and may include but not limited to the following: -

3.1.1. waiver of selected fees and charges;

3.1.2. revision in profit rates.

3.2. For a limited period, an Islamic bank may offer a combination of assistance to affected individual **customer** for the specified products as per table below:-

Types of Assistance	Type of financing products		
	Unsecured Personal Financing Facility	Financing for Home Ownership / Property Investment	Credit Cards
Temporary deferment to existing monthly repayment*	○	○	
Restructuring of existing financing facilities**	○		
Conversion to Fixed Term Financing***			○
Waiver of selected fees and charges	○	○	○
Revision in profit rates.	○	○	○

\* in the manner as outlined in paragraph 4 of this Notice

\*\* in the manner as outlined in paragraph 5 of this Notice

\*\*\* in the manner as outlined in paragraph 6 of this Notice

3.2.1. For each Unsecured Personal Financing Facility, Islamic banks shall only offer one arrangement of either temporary deferment to existing monthly repayment or restructuring of existing financing facilities.

3.3. In reference to paragraphs 3.1 and 3.2 above, such available options of assistance are at the discretion of the Islamic banks. In addition, any application with regards to the options avail are subjected to individual Islamic bank's due diligence and prudent credit risk assessment.

3.4. Notwithstanding the generality of the assistance above, any applications received by an Islamic bank should be assessed objectively, fairly and in a transparent manner. In achieving this, an Islamic Bank shall –



- 3.4.1. Update or redefine existing policies and procedures for the purpose of the assistance including assessment of affected customers and sectors. This includes alignment and strengthening internal governance and controls as well as improving the overall monitoring mechanism;
- 3.4.2. Ensure that the updated policies and procedures (including clear criteria or parameters for granting the assistance) are communicated to all business lines and staff that will implement the assistance accordingly; and
- 3.4.3. Ensure that any information pertaining to the assistance is disclosed and explained thoroughly and clearly to affected customers so that they are able to make an independent judgment and decision to their finances in the short- and long- term. These information may be complemented with appropriate illustrated examples to allow better understanding.

#### **4. DEFERMENT ON REPAYMENT OF FINANCING FACILITIES**

- 4.1. For the purpose of this Notice, deferment means a suspension of financing repayment obligation of principal and / or profit for a limited period of time.
- 4.2. Islamic banks may provide deferment arrangement in any one of the following manner: -
  - 4.2.1. Deferment without extension of existing remaining tenor period of the financing facility;
  - 4.2.2. Deferment with an extension of existing remaining tenor period of the financing facility for which such extension shall be equivalent and not exceeding the approved deferment period;
  - 4.2.3. Any bank that provides deferment with an extension of existing remaining tenor period that exceeds the approved deferment period, shall be considered as a **restructured arrangement**.
- 4.3. Effective from 1<sup>st</sup> April 2020 and upon application, an Islamic bank may grant a temporary deferment on existing financing repayments to affected customers with the following conditions: -
  - 4.3.1. Application period for the deferment shall end by 30<sup>th</sup> December 2020 or such other period as the Authority may determine. In the event of the latter, the Authority undertakes to inform the Islamic banks prior to the date coming into effect.
  - 4.3.2. The deferment period shall start from the approval date of the deferment granted by the Islamic banks and shall conclude not later than 31<sup>st</sup> March 2021, or such other period as the Authority may determine. In the event of the latter, the Authority undertakes to inform the Islamic banks prior to the date coming into effect.



- 4.3.3. The financing facility shall not exceed 90 days past due as of 1 April 2020 or on the application date of such request.
- 4.3.4. The Islamic bank shall establish internal policies assessment of affected customers and sectors, which shall be incorporated into existing credit policies.
- 4.3.5. No related fees and charges shall be imposed to the affected customer.
- 4.4. Notwithstanding paragraph 4.3.1 above, effective from 1<sup>st</sup> April 2021 and upon application by affected customers, an Islamic bank may continue to grant temporary deferment on existing loan repayments subject to the following conditions: -
- 4.4.1. The deferment period shall start from the approval granted by the Islamic banks and end no later than 30<sup>th</sup> September 2021; and
- 4.4.2. Paragraphs 4.3.3 to 4.3.5 above.
- [Amendment No.1 dated 27 February 2021]
- 4.5. Where an Islamic bank is offering such temporary deferment to its' customers, the Islamic bank shall provide the terms of the deferment to each customer in writing including but not limited to the following:-
- 4.5.1. stating the effect of the deferment on accrued profit during the deferment period and number of instalments or increased instalment amount or tenor of financing facility;
- 4.5.2. stating the different options for the customer to resume repayments after the deferment period.

## **5. RESTRUCTURING OF UNSECURED PERSONAL FINANCING FACILITY**

- 5.1. From 1<sup>st</sup> April 2020 until 30<sup>th</sup> December 2020, an Islamic bank may offer affected individual customers the option to restructure an existing Unsecured Personal Financing Facility with the following conditions: -
- 5.1.1. The financing facility shall not exceed 90 days past due as of 1 April 2020 or on the application date of such request;
- 5.1.2. The maximum tenor of such facility shall not exceed ten years;
- 5.1.3. The profit rate charged shall not be higher than the rate charged on the existing facility;



- 5.1.4. No related fees and charges shall be imposed to the affected customer;
  - 5.1.5. Islamic banks shall endeavour to conform to the Notice No. BU/N-10/2017/45 – Amendment No. 1 on Total Debt Service Ratio (TDSR). For exceptional cases, banks may judiciously set internal TDSR policies for the purpose of assisting such affected customer that provides sufficient “take home pay” and without adding financial strains to the customer in the future; and
  - 5.1.6. Islamic banks shall conform to Notice No. BS/N-3/2015/32 – Amendment No. 2 on Unsecured Personal Financing Facility, with the exception of Paragraph 4.1.1(a) and Paragraph 4.3 of such Notice.
- 5.2. Notwithstanding paragraph 5.1 above, from 1<sup>st</sup> April 2021 until 30<sup>th</sup> September 2021, an Islamic bank may continue to offer affected individual customers the option to restructure an existing Unsecured Personal Financing Facility subject to the conditions stated in paragraphs 5.1.1 to 5.1.6 above.

[Amendment No.1 dated 27 February 2021]

## **6. CONVERSION OF CREDIT CARD OUTSTANDING BALANCE TO TERM FINANCING**

- 6.1. From 1<sup>st</sup> April 2020 until 30<sup>th</sup> December 2020, an Islamic bank may offer affected individual customers the option to convert their credit card outstanding balance to a fixed term financing with the following conditions: -
  - 6.1.1. The financing facility shall not exceed 90 days past due as of 1 April 2020 or on the application date of such request.
  - 6.1.2. The maximum tenor of such financing shall not exceed three years;
  - 6.1.3. This facility shall be restricted to affected customers that are employed in the business sector including self-employed individuals;
  - 6.1.4. The profit rate charged shall not be higher than the rate charged on the existing facility. As a guidance, the bank’s current profit rate applicable to unsecured personal term financing facility should apply;
  - 6.1.5. No related fees and charges shall be imposed to the affected customer; and
  - 6.1.6. Islamic banks shall endeavour to conform to the Notice No. BU/N-10/2017/45 – Amendment No. 1 on Total Debt Service Ratio. For exceptional cases, Islamic banks may judiciously set internal TDSR policies for the purpose of assisting such affected customer that provides sufficient “take home pay” and without adding financial strains to the customer in the future.



- 6.2. Notwithstanding paragraph 6.1 above, from 1<sup>st</sup> April 2021 until 30<sup>th</sup> September 2021, an Islamic bank may continue to offer affected individual customers the option to convert their credit card outstanding balance to a fixed term financing subject to the conditions stated in paragraph 6.1.1 to 6.1.6 above.

[Amendment No.1 dated 27 February 2021]

- 6.3. Upon the conversion of credit card outstanding balance to a fixed term financing, the customer may maintain the existing credit card facility with a reduced credit limit.
- 6.4. Before the granting of such facility to an individual, the Islamic bank shall provide the terms of the financing to each customer in writing by stating but not limited to the profit rates offered, number of instalments and financing repayment schedule.

## **7. REGULATORY TREATMENT FOR DEFERMENT, RESTRUCTURING AND CONVERSION OF CREDIT CARD OUTSTANDING BALANCE TO TERM FINANCING**

- 7.1. The purpose of this Section is to inform all Islamic banks of the regulatory treatment in implementing the specific financing arrangements as well as in fostering consistency in supervisory reporting and monitoring of asset quality of Islamic banks.

- 7.2. Notwithstanding the requirements as set out in Notice No. BU/N-7/2018/57 – Prudential Treatment of Problem Assets and Accounting for Expected Credit Losses, the following treatment for the specific interim financing arrangements shall apply:-

### **7.2.1. Deferment arrangements under paragraph 4.2.1 and paragraph 4.2.2 of this Notice**

- (a) Financing facilities under this arrangement can be considered as **repackaged exposure** upon approval of the deferment and not reported as *forborne exposure*.
- (b) Without prejudice to the classification set in paragraph 7.2.1(a) above, the requirements set forth in Notice No. BU/N-7/2018/57 – Prudential Treatment of Problem Assets and Accounting for Expected Credit Losses remains in effect. In addition, the following treatment applies –
- i. Where an exposure is *past due* prior to the deferment period, an Islamic bank may suspend the number of *days past due* of the arrears (“suspended *days past due*”) upon approval of the deferment. In the event the arrears have not been fully paid during or after the deferment period, the exposure shall remain as *past due*;



- ii. An exposure shall be considered as *past due* if there are any arrears, on the terms of deferment during the deferment period. In the event those arrears have yet to be fully paid during or after the deferment period, the number of *days past due* shall be aggregated with any previously suspended *days past due* as referred in paragraph 7.2.1(b)(i).

Guidance on regulatory classifications is provided in **Appendix 1**;

7.2.2. Deferment arrangements under paragraph 4.2.3 of this Notice

Such restructured arrangement shall be treated as ***Forborne Exposures*** and shall conform to the Notice No. BU/N-7/2018/57 – Prudential Treatment of Problem Assets and Accounting for Expected Credit Losses.

7.2.3. Restructuring (under paragraph 5 of this Notice) and Conversion of Credit Card Outstanding Balance to Term Financing (under paragraph 6 of this Notice)

- (a) Such arrangement can be considered as ***repackaged exposure*** upon approval of the application and not reported as *forborne exposure*.
- (b) Without prejudice to the classification set in paragraph 7.2.3(a) above, the requirements set forth in Notice No. BU/N-7/2018/57 – Prudential Treatment of Problem Assets and Accounting for Expected Credit Losses remains in effect.

## 8. SUPERVISORY REVIEW

- 8.1. The Authority may impose additional criteria and impose reporting requirements including the frequency of such reporting to Islamic banks individually or collectively which shall be complied by all Islamic banks.

**MANAGING DIRECTOR**

**AUTORITI MONETARI BRUNEI DARUSSALAM**

Date: 15 Rejab 1442 / 27 February 2021



## Appendix 1: Guidance illustration for Interim Measures

This appendix provides guidance on how banks and finance companies should classify credit exposures before, during and after the deferment period, and its effect on provisioning. The details of the scenarios are as follows:

<b>Date of Application:</b>	1 April 2020
<b>Date of Approval:</b>	8 April 2020

Under all scenarios below (except scenario F), the days past dues of exposures could be suspended and the corresponding Expected Credit Loss (ECL) computation should apply during/after the deferment period.

Scenario	Past due status prior to deferment period	Performance during deferment period						Past due status during/after deferment period	Regulatory Classification
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6		
A	0 days past due	Green	Green	Green	Green	Green	Green	0 days past due	Pass
B	0 days past due	Green	Green	Red	Red	Green	Green	60 days past due	Special Mention
C	0 days past due	Green	Green	Green	Red	Red	Red	90 days past due	Substandard NP
D	60 days past due	Green	Green	Green	Green	Green	Green	60 days past due	Special Mention
E	60 days past due	Red	Green	Green	Green	Green	Green	90 days past due	Substandard NP
F	90 days past due	Not Eligible							



### **Scenario A**

Where a borrower has no financial difficulty in servicing the repayment obligation throughout the deferment period.

This exposure can be classified as **Pass** during and after the deferment period.

### **Scenario B**

Where a borrower does not have any payments in arrears prior to the deferment period (i.e. at the application date) but failed to pay in Months 3 and 4 during the deferment period.

This exposure shall be classified as **Special Mention** during / after the deferment period.

The exposure can be classified as **Pass** only if the borrower manages to fully pay all the arrears during / after the deferment period.





### **Scenario C**

Similar to Scenario B. However, the borrower missed three monthly repayments during the deferment period.

This exposure shall be classified as **Substandard Non-Performing** if past due for 90 days or more after the deferment period.

The exposure can only be reclassified as **Pass** only if repayment of the exposure has been made continuously for a period of at least 6 months, regardless if the borrower manages to fully pay the arrears during / after the deferment period.

### **Scenario D**

Where a borrower is 60 days past due prior to the deferment period and borrower has no financial difficulty in servicing the obligation during the deferment period.

Banks can suspend the number of days past due during the deferment period. The exposure will remain as **Special Mention** during / after the deferment period.

The exposure can be classified as **Pass** only if the borrower manages to fully pay all the arrears during / after the deferment period.

### **Scenario E**

Similar to Scenario D above. However, the borrower missed 1 monthly repayment during the deferment period.

The exposure should be classified as **Substandard Non-Performing** during / after the deferment period.

The exposure can only be reclassified as **Pass** only if repayment of the exposure has been made continuously for a period of at least 6 months, regardless if the borrower manages to fully pay the arrears during / after the deferment period.