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3.1.1 Deed of pledge

Pledger: XX Bank (business ID)

Pledge:
1. Book-entry account No yyy in the Bank of Finland sub-register of XX Bank and any book-entry securities in this account as well as monetary amounts accumulated on income from, or upon maturity of, such book-entry securities. Any monetary amounts shall be kept separate on behalf of the pledger in the payment transfer account of Euroclear Finland Ltd. with the Bank of Finland.
2. Fixed-term deposits placed by the pledger with the Bank of Finland in the context of monetary policy operations.
3. Securities deposited on behalf of the pledger in central securities depositories abroad and transferred as collateral to the Bank of Finland or to be delivered in favour of the Bank of Finland via the cross-border use of triparty collateral management services.

Amount of debt:
1. The intraday credit of XX Bank outstanding in TARGET2-Suomen Pankki.
2. The outstanding amount of marginal lending obtained by XX Bank.
3. Any monetary amounts deriving from monetary policy operations executed as collateralized loans and the margin requirements for repurchase agreements in the context of monetary policy operations.

Pledgee: The Bank of Finland

Terms of the pledge:
The pledge shall be registered in the book-entry account.
The pledger shall inform the Bank of Finland separately which of its fixed-term deposits placed in the context of monetary policy operations are pledged to the Bank of Finland.
The Bank of Finland shall determine the value of the collateral in accordance with the applicable Eurosystem risk management framework.
The Bank of Finland shall not have the right to repledge a pledge deposited as collateral.
Pledged collateral located abroad shall be governed by the provisions on the establishment of a binding pledge in the concerned foreign law.
Any interest and other income from the collateral, as well as any amounts due upon maturity, shall fall within the scope of the pledge. The Bank of Finland shall make these payments to the pledger if other collateral assets cover the amount of the debt.

Realization of a pledge:
If XX Bank in any respect fails to fulfil the obligation for which the collateral has been pledged, the Bank of Finland shall have the right, without hearing the pledger and without applying for a judgment or a decision, to immediately convert the pledge into a monetary amount in such manner as to protect the interests of the parties.
The Bank of Finland shall have the right to obtain ownership of, instead of selling, the pledged securities and to set off their value against the matured debt. The Bank of Finland shall measure the securities thus obtained at their fair value at the time of obtaining ownership thereof.

On the basis of the pledge, the Bank of Finland shall have the right to have the monetary amounts deposited in place of pledged book-entry securities transferred to itself or to set off their value against the debt.

Pledged securities located in a foreign country shall be realized in the manner applicable in the concerned country.

The Bank of Finland shall have the right to use monetary amounts obtained from realization to fulfil outstanding obligations. If the yield from the conversion of a pledge into a monetary amount exceeds the liabilities of XX Bank in accordance with this obligation, the Bank of Finland shall repay the surplus to XX Bank.

If there is more than one pledge, the Bank of Finland shall have the right to decide the order in which the pledges shall be converted into monetary amounts and their application in fulfilling the obligations.

The Bank of Finland shall without undue delay and if possible prior to converting the pledged assets into cash inform XX Bank of the realization of the pledge in writing to the address provided by the pledger.

**Force majeure:**

The Counterparties shall not be liable for damages incurred by actions taken by another domestic or foreign authority, by war or threat of war, or by civil disturbance; or by a disturbance that is not attributable to the Counterparty and that essentially disrupts its operations in respect of automatic data processing, information transmission, postal services and telecommunications, or the supply of electricity; or by interruptions or delays in its operations or actions due to a fire or other similar catastrophe; or by an industrial action that essentially affects the Counterparty’s operations, whether applying to all or only some of the employees of the Counterparty; or by unreasonable difficulties in the operations of the Counterparty due to some other comparable incident of force majeure or similar cause.

**Commitment:**

XX Bank shall pledge the above-mentioned collateral to the Bank of Finland as collateral for credit granted by the Bank of Finland as determined above, the initial margin, the interest calculated thereon and any collection costs.

The pledger undertakes to ensure that the collateral requirement corresponding to the amount of the debt and/or the amount of intraday credit in the account held with TARGET2-Suomen Pankki is fulfilled at all times and to comply with the valid rules issued by the Bank of Finland as regards collateral and management thereof.

**Entry into force of the pledge**

In accordance with the deed of pledge (date), the pledger shall be responsible for the validity and continuity of the pledged collateral vis-à-vis the Bank of Finland in Euroclear Finland Ltd.’s RM system until the end of the operating time of the system. The pledge shall be transferred, without interruption, in the RM system conversion to Euroclear Finland Ltd.’s Infinity system in favour of the book entry account designated in the deed of pledge.

The parties acknowledge that the pledge of collateral assets mentioned in subsection 3 of the ‘Pledge’ section of this deed of pledge will continue, without interruption, at the time of entry into force of this deed of pledge.
The deed of pledge (date) will expire after Euroclear Finland Ltd. has begun to use the Infinity system.

**Governing law:**

This agreement shall be governed by Finnish law.

Pledging of securities located abroad shall be governed by the provisions on establishment of a right of pledge and realization of pledged securities of the concerned foreign law.

The agreement has been concluded in two identical copies, one for each party.

Date
3.1.2 Pledge agreement concerning credit claims

1 Pledger

XX Bank

2 Pledge

Non-marketable credit claims granted by the pledger which meet the eligibility and other legal requirements defined in the Bank of Finland's collateral management rules and on which the pledger has submitted the required information to the Bank of Finland, using the form 'notification of pledge concerning credit claims' or the specified electronic format. The pledged credit claims, including their terms and conditions, shall be governed by Finnish law.

3 Amount of debt

1. The intraday credit given to XX Bank in TARGET2-Suomen Pankki.
2. Any possible debit balance in the PM account at the end of a business day, specified as marginal lending in accordance with the Bank of Finland monetary policy rules and/or any marginal lending granted in order to fulfil the minimum reserve requirement.
3. Any monetary amounts relating to monetary policy operations executed as collateralised loans or margin requirements in repurchase agreements.

4 Pledgee

Bank of Finland

5 Commitment

XX Bank shall pledge the above-mentioned collateral to the Bank of Finland as security for credit granted by the Bank of Finland as determined above, the interest calculated on the credit and any collection charges. (Amendment 1 January 2011)

6 Terms of the pledge

The pledger shall make a separate endorsement on negotiable promissory notes subject to section 11 of the Act on Promissory Notes (622/47) and deliver a copy of such an endorsement to the Bank of Finland. The pledger shall preserve the credit claims pledged by it in accordance with section 22.2 of the Act on Promissory Notes. (Amendment 1 January 2011)

The pledger shall provide the debtor with an ex ante notification of using ordinary promissory notes subject to section 26 of the Act on Promissory Notes for collateral purposes. The pledger undertakes to submit the notification in compliance with procedures agreed with the debtor and to send a copy to the Bank of Finland.

The pledger undertakes to comply with the operative procedures for use of credit claims as collateral, as defined in the Bank of Finland's collateral management rules. If the relationship between pledger and debtor changes so as to affect the eligibility of the pledged assets, the pledger shall notify the Bank of Finland immediately; in no case later than the following banking day. Such changes are, for instance, early, partial or full repayment of a credit claim, changes in the debtor's credit standards or material changes in credit claim conditions.

The pledger shall continue to receive from the debtor payments of interest and principal on the pledged credit claim, unless otherwise specifically notified by the Bank of Finland.
7 Administration of the pledge

The pledger undertakes to preserve, with due diligence and due care, any promissory notes pledged to the benefit of the Bank of Finland, including attached collateral and other documentation. (Amendment 1 January 2011)

8 The Bank of Finland's right to take verification measures and disclose information to the Eurosystem

In order to verify the existence of credit claims pledged to the Bank of Finland and the accuracy of their details, the Bank of Finland shall have the right to undertake verifications on the pledger's premises, or commission a financial supervision authority or external auditor to carry out such verifications. If the pledger employs an Internal Ratings Based (IRB) approach for credit risk – in addition to assessing credit claims – to ascertain the eligibility of negotiable debt instruments that are not publicly rated, the right of verification shall also apply to information on the issuers of such debt instruments.

The Bank of Finland shall have the right to disclose information on pledged credit claims to Eurosystem central banks. If the pledger assesses its credit claims and/or some of its negotiable debt instruments for collateral purposes employing an IRB approach for credit risk, the Bank of Finland shall have the right to disclose information on the approach and resulting assessments to Eurosystem central banks.

The Bank of Finland shall have the right to disclose information on an IRB approach for credit risk to be used/used for assessing credit claims, and on the accuracy of assessments generated by such an approach, to the financial supervision authority of the EU country which has given permission to employ the approach for capital adequacy calculations.

The pledger undertakes to ensure that, under any circumstances, the Bank of Finland shall have the right to disclose any information referred to in this section.

9 Realisation of a pledge

If XX Bank in any respect fails to fulfil the obligation for which the collateral has been pledged, the Bank of Finland shall have the right, without hearing the pledger, to convert the pledge into a monetary amount in such manner as to protect the interests of the parties involved.

XX Bank undertakes to provide the Bank of Finland with all documents needed for realisation of the pledge.

10 Force majeure

A party to this agreement shall not be liable for damages incurred by unreasonable difficulties in the operations of the party due to an incident of force majeure or similar cause. A party to this agreement shall be obligated to notify the other party of an incident of force majeure as soon as possible.

11 Place of jurisdiction and governing law

Any disputes arising from this pledge shall be settled at the Helsinki district court. This agreement shall be governed by Finnish law.

Date

Bank of Finland    XX Bank
3.2 Bank of Finland rules on collateral management

3.2.1 Eligible assets

3.2.1.1 Requirement for adequate collateral

The Statute of the ESCB requires all Eurosystem credit operations to be based on adequate collateral. Consequently, all Bank of Finland liquidity-providing open market operations, marginal lending and intraday credits are based on underlying assets provided by the counterparties. Acceptable collateral consists of marketable and non-marketable assets as defined by the Eurosystem.

The Eurosystem has developed a single framework for eligible assets common to all Eurosystem credit operations. On 1 January 2007, this single framework (also referred to as the ‘Single List’) replaced the two-tier system that had been in place since the start of stage three of economic and monetary union.

The single framework comprises two distinct asset classes – marketable assets and non-marketable assets. The eligibility criteria for the two asset classes are uniform across the euro area and are set out in Sections 3.2.1.2–3.2.1.4. To ensure that the two asset classes comply with the same credit standards, a Eurosystem credit assessment framework (ECAF) has been set up, which relies on different credit assessment sources (see Sections 3.2.1.5–3.2.1.10).

The procedures and rules applicable to the use of collateral by banks based in Finland are outlined in Section 3.2.2. Instructions are given on the use as collateral of assets located in Finland and abroad.

The risk control measures and sanctions on collateral and counterparties agreed jointly in the Eurosystem and applied by the Bank of Finland are set out in Section 3.2.3.

The European Central Bank (ECB) daily posts on its website a list of eligible marketable assets. See at https://mfi-assets.ecb.int/query_EA.htm.

Non-marketable assets and marketable assets without rating by a public credit assessment institution listed on the ECB website are accepted as collateral on a case-by-case basis for each counterparty bank (see Sections 3.2.1.3 and 3.2.1.8). Information is not published on such assets.

The Bank of Finland shall only provide counterparties with advice regarding eligibility as collateral if already issued marketable assets or outstanding non-marketable assets are submitted to the Bank of Finland as collateral. There shall thus be no pre-issuance advice.

Because the Eurosystem has harmonised the eligibility criteria and risk management procedures for collateral, the rules on collateral management conform in this respect to the contents of the Guideline of the European Central Bank on monetary policy instruments and procedures of the Eurosystem.3 (Amendment 10 October 2010)

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1 The central bank can increase liquidity by purchasing certain assets if such operations are executed only for structural purposes. Eligible in these operations are the same marketable assets as in credit operations. Liquidity-absorbing operations can be outright (if executed only for structural purposes) or reverse open market operations. In reverse open market operations the same underlying assets are used as in credit operations. In outright operations, only marketable assets are used. No valuation haircuts are applied in liquidity-absorbing operations.

2 For a specific asset class of the non-marketable assets, credit claims, a limited number of eligibility and operational criteria may diverge across the euro area. (Amendment 3 January 2013)

3.2.1.2 Eligibility criteria for marketable assets

The Bank of Finland accepts as collateral in its credit operations marketable debt instruments that fulfil the eligibility criteria laid down in this section.

Debt certificates issued by the ECB and all debt certificates issued by national central banks of the Eurosystem prior to euro adoption in the respective member states are eligible.

To determine the eligibility of other marketable assets, the following eligibility criteria are applied:

**Type of asset**

It must be a debt instrument having: (Amendment 1 October 2013):

a) either a fixed, unconditional principal amount; or an unconditional principal amount that is linked on a flat basis to only one euro area inflation index at a single point in time, containing no complex structures; and

(b) one of the following coupon types:

(i) fixed, zero or multi-step coupon, that cannot result in a negative cash flow with predefined coupon schedule and predefined coupon values.

(ii) floating coupon that cannot result in a negative cash flow and has the following structure: coupon rate = (reference rate * l) ± x, with f ≤ coupon rate ≤ c.

In the expression above, f = floor, c = ceiling, l = leveraging/deleveraging factor and x = margin. If the coupon structure is defined on the basis of any or all of these factors, the factors shall be fixed numbers predefined at issuance, which may change over time. The floor, the ceiling and the margin shall be greater than or equal to zero and the leveraging/deleveraging factor must be greater than zero throughout the entire lifetime of the asset. In the case of an inflation index reference rate, the leveraging/deleveraging factor shall be equal to one.

The reference rate is only one of the following at a single point in time:

- a euro money market rate (eg EURIBOR, LIBOR) or similar indices
- a constant maturity swap rate (eg CMS, EIISDA, EUSA)
- the yield of one or an index of several euro area government bonds that have a maturity of one year or less
- a euro area inflation index provided by Eurostat or a national statistical authority of a Member State (eg HICP)

If the repayment of the principal of a debt instrument is linked to a euro area inflation index, the reference rate of the instrument shall be this particular inflation index.

Assets that were on the list of eligible assets on 1 October 2013 and that do not comply with the requirements under point b) (ii) in respect of their coupon structure will remain eligible for 12 months from the above date.

The eligibility assessment of an asset as regards its coupon structure, in the event that the

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4 Bonds with warrants or other similar rights attached are not eligible

5 Debt instruments with a principal amount linked to only one euro area inflation index at a single point in time and with no flat basis requirement shall be eligible if the coupon of the instrument is linked to a euro area inflation index provided by Eurostat or a national statistical authority of a Member State (eg HICP) and the principal amount of the instrument in question is linked to the same inflation index as its coupon.
coupon is of a multi-step type – either fixed or floating –, shall be based on the entire lifetime of the asset with both a forward and backward-looking perspective.

Eligible coupons shall have no issuer optionalities, i.e. they shall not allow changes in the coupon structure during the entire lifetime of the asset, based on a forward and backward-looking perspective, that are contingent on an issuer’s decision.

In addition to the above criteria, covered bonds issued by banks are subject to additional criteria, of which more information will be provided under the next heading. These rules do not classify covered bonds as asset-backed securities (ABSs). The eligibility criteria for ABSs will be dealt with after the text concerning covered bonds. (Amendment 3 January 2013)

**Additional eligibility criteria applicable to covered bonds issued by banks**

In addition to the above eligibility criteria, covered bonds issued by banks must meet the following requirements as from 31 March 2013. (Amendment 3 January 2013)

In general, the cover pool of covered bonds must not contain asset-backed securities, with the exception of asset-backed securities which

a) comply with the requirements laid down in Directives 2006/48/EC and 2006/49/EC in respect of asset-backed securities in covered bonds;

b) were originated by a member of the same consolidated group of which the issuer of the covered bonds is also a member or by an entity affiliated to the same central body to which the issuer of the covered bonds is also affiliated. An entity is considered to be part of a consolidated group or affiliated to the same central body if there are close links between the entities involved as described in section 3.2.1.4. The common group membership or affiliation is to be determined at the time the senior units of the asset-backed security are transferred into the cover pool of the covered bond, in line with Directive 2006/48/EC of the European Parliament and of the Council of 14 June 2006 relating to the taking up and pursuit of the business of credit institutions. (Amendment 1 October 2013)

c) are used as a technical tool to transfer mortgages or guaranteed real-estate loans from the originating entity into the cover pool.

Covered bonds which were on the list of eligible assets from 28 November 2012 and did not comply with requirements (a) to (c) will remain eligible until 28 November 2014. Likewise, covered bonds that were on the list of eligible assets on 30 March 2013 and did not comply with requirements under point (b), starting from the sentence “An entity is considered to be...”, shall remain eligible until the same date. Tap issues of such covered bonds shall also remain eligible provided that, from 31 March 2013, asset-backed securities that do not comply with the requirements specified in (a) to (c) above are not added to the cover pool. (Amendment 1 October 2013)

**Additional eligibility criteria applicable to asset-backed securities (ABSs)**

Asset-backed securities are not required to have a fixed, unconditional principal amount. By contrast, the cash flow generating assets backing the asset-backed securities must fulfil the following requirements:

(a) the acquisition of such assets must be governed by the law of an EU Member State;

(b) they must be acquired from the lender, i.e. the originator or from an intermediary by the securitisation special-purpose vehicle in a manner which the Eurosystem considers to be a ‘true sale’ that is enforceable against any third party, and be beyond the reach of the originator and its creditors, or the intermediary and its creditors, including in the event of the originator’s or the intermediary’s insolvency; (Amendment 1 October 2010)
(c) they must be originated and sold to the issuer by an originator or, if applicable, an inter-
mediary incorporated in the EEA;

(d) they must not consist, in whole or in part, actually or potentially, of tranches of other asset-
backed securities\(^8\). In addition, they must not consist, in whole or in part, actually or potential-
ly, of credit-linked notes, swaps or other derivatives instruments,\(^9\) or synthetic securities;\(^\text{1}\)

\(^{\text{1}}\) Amendment 10 October 2010\(^\text{2}\) and

(e) if they are credit claims, the obligors and the creditors must be incorporated (or, if natural
persons, resident) in the EEA and, if relevant, the related security must be located in the EEA.
The law governing those credit claims must be the law of an EEA country. If they are bonds,
the issuers must be incorporated in the EEA, they must be issued in an EEA country un-
der the law of an EEA country and any related security must be located in the EEA.\(^\text{1}\)

In cases where originators or, if applicable, intermediaries were incorporated in the euro area,
or in the United Kingdom, the Eurosystem has verified that there were no severe claw back
provisions in those jurisdictions. If the originator or, if applicable, the intermediary, is incorpo-
rated in another EEA country, the asset-backed securities can only be considered eligible if
the Eurosystem ascertains that its rights would be protected in an appropriate manner against
claw back provisions considered relevant by the Eurosystem under the law of the relevant
EEA country. For this purpose, an independent legal assessment in a form acceptable to the
Eurosystem must be submitted setting out the applicable claw back rules in the country, be-
fore the asset-backed securities can be considered eligible. To decide whether its rights are
adequately protected against claw back rules, the Eurosystem may require other documents,
including a solvency certificate from the transferee, for the suspect period. Claw back rules
which the Eurosystem considers to be severe and therefore not acceptable include rules
whereby the sale of underlying assets can be invalidated by the liquidator solely on the basis
that it was concluded within a certain period (suspect period) before the declaration of insolv-
ency of the seller (originator/intermediary), or where such invalidation can only be prevented
by the transferee if they can prove that they were not aware of the insolven of the seller
(originator/intermediary) at the time of the sale.\(^\text{1}\)

Within a structured issue, in order to be eligible, a tranche (or sub-tranche) may not be subor-
dinated to other tranches of the same issue. A tranche (or sub-tranche) is considered to be
non-subordinated vis-à-vis other tranches (or sub-tranches) of the same issue if, in accord-
ance with the priority of payment applicable after the delivery of an enforcement notice, as set
out in the prospectus, no other tranche (or sub-tranche) is given priority over that tranche or
sub-tranche in respect of receiving payment (principal and interest), and thereby such tranche
(or sub-tranche) is last in incurring losses among the different tranches or sub-tranches of a
structured issue. For structured issues where the prospectus provides for the delivery of an
acceleration and an enforcement notice, non-subordination of a tranche (or sub-tranche) must
be ensured under both acceleration and enforcement notice-related priority of payments.
\(^\text{1}\)

The Eurosystem, including the Bank of Finland, accepts as collateral only asset-backed secu-
rities backed by cash flow generating assets which are considered to be homogeneous and
which are of the following type: residential mortgages, commercial real estate mortgages,
loans to small- and medium-sized enterprises, auto loans, consumer finance loans, leasing or
credit card receivables. The cash-flow generating assets backing commercial-mortgage
backed securities shall not contain loans which are at any time, structured, syndicated or lev-

\(^8\) This requirement does not exclude asset-backed securities where the issuance structure includes two special
purpose vehicles and the ‘true sale’ requirement is met in respect of those special-purpose vehicles so that the
debt instruments issued by the second special-purpose vehicle are directly or indirectly backed by the original pool
of assets and all cash flows from the cash flow generating assets are transferred from the first to the second spe-
cial-purpose vehicle.

\(^9\) This restriction does not include swaps used in asset-backed securities transactions strictly for hedging purposes.
\(^\text{3}\)
Further, an eligibility criteria for asset-backed securities is that the relevant parties submit comprehensive and standardised loan-level data on the pool of cash flow generating assets underlying asset-backed securities to a repository designated by the Eurosystem (See appendix 8). Submission of the data to the repository is required in order for asset-backed securities to become or remain eligible. (Amendment 3 January 2013)

Asset-backed securities are not eligible if the pool of assets underlying them is comprised of heterogeneous assets, because they cannot be reported using a single template for the specific asset class.10 (Amendment 3 January 2013)

The Eurosystem determines the eligibility of asset-backed securities on the basis of loan-level data entered in the mandatory fields in the relevant electronic loan-level data reporting template submitted to the repository, within the meaning of Annex 8. In the eligibility assessment, account will be taken of (a) any failure to deliver data and (b) how frequently individual loan-level data fields are found to contain no meaningful data. (Amendment 3 January 2013)

The Bank of Finland reserves the right to request from any relevant third party (such as the issuer, the originator or the manager) any clarification and/or legal confirmation that it considers necessary to assess the eligibility of asset-backed securities and with regard to the provision of loan-level data. Non-compliance with such requests may lead to suspension of or refusal to grant eligibility to the asset-backed security transaction in question. (Amendment 3 January 2013)

Asset-backed securities fulfilling specific eligibility criteria (Amendment 14 September 2012)

Asset-backed securities that have two best ratings of at least triple B11, both at issuance and at any time subsequently, and comply with the above other eligibility criteria shall be eligible as collateral on the following conditions:

a) the cash-flow generating assets backing the asset-backed securities (ABSs) shall belong to one of the following asset classes: (i) residential mortgages; (ii) loans to small and medium-sized enterprises (SMEs); (iii) commercial mortgages; (iv) auto loans; (v) leasing; and (vi) consumer finance; or (vii) credit card receivables (Amendment 1 April 2014).

b) there shall be no mix of different asset classes in the cash-flow generating assets;

c) the cash-flow generating assets backing the ABSs shall not contain loans which are any of the following:

(i) non-performing at the time of issuance of the ABS;

(ii) non-performing when incorporated in the ABS during the life of the ABS, for example by means of a substitution or replacement of the cash-flow generating assets;

(iii) at any time, structured, syndicated or leveraged;

d) the ABS transaction documents shall contain servicing continuity provisions.12

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10 Asset-backed securities that do not comply with the loan-level data reporting requirements because they consist of mixed pools of heterogeneous underlying assets and/or do not conform to any of the loan-level templates will remain eligible until 31 March 2014.

11 A ‘triple B’ rating is a rating of at least ‘Baa3’ from Moody’s, ‘BBB-’ from Fitch or Standard & Poor’s, or a rating of ‘BBBL’ from DBRS. (Amendment 1 April 2014)

12 Asset-backed securities fulfilling specific eligibility criteria which were on the list of eligible assets before 1 October 2013 but which do not fulfill the servicing continuity provisions will remain eligible until 1 October 2014. (Amendment 20 August 2014)
Asset-backed securities accepted as collateral on a discretionary basis (Amendment 14 September 2012)

A national central bank may accept as collateral ABSs whose underlying assets include residential mortgages or loans to SMEs or both and have two best ratings of at least triple B level. These securities must comply with all eligibility criteria applicable to ABSs, except for points a) to d) above under the heading ‘Asset-backed securities fulfilling specific eligibility criteria’. Eligible ABSs shall be limited to those issued before 20 June 2012. These securities will not be included in the public list of collateral on the ECB’s website. The Bank of Finland will not accept ABSs of this type as collateral for central bank credit.

Conditions for the use of asset-backed securities are set out in Section 3.2.1.4.

Definitions related to asset-backed securities (Amendment 14 September 2012)

‘Residential mortgage’, besides residential real estate mortgage-backed loans, shall include guaranteed residential real estate loans if the guarantee is payable promptly on default. Such guarantee may be provided in different contractual formats, including contracts of insurance, provided they are granted by a public sector entity or a financial institution subject to public supervision. The credit assessment of the guarantor for the purposes of such guarantees must at least comply with credit quality step 3 (‘BBB-’) in the Eurosystem’s harmonised rating scale over the life of the transaction.

‘Small enterprise’ and ‘medium-sized enterprise’ shall mean an entity engaged in an economic activity, irrespective of its legal form, where the reported sales for the entity or, if the entity is a part of a consolidated group, for the consolidated group is less than EUR 50 million.

‘Non-performing loan’ shall include loans where payment of interest or principal is past due by 90 or more days and the obligor is in default, as defined in Article 178 of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, or when there are good reasons to doubt that payment will be made in full. (Amendment 20 August 2014)

‘Structured loan’ means a structure involving subordinated credit claims.

‘Syndicated loan’ means a loan provided by a group of lenders in a lending syndicate.

‘Leveraged loan’ means a loan provided to a company that already has a considerable degree of indebtedness, such as buy-out or take-over-financing, where the loan is used for the acquisition of the equity of a company which is also the obligor of the loan.

‘Servicing continuity provisions’ mean provisions in the legal documentation of an ABS that consist of either back-up servicer provisions or back-up servicer facilitator provisions (if there are no back-up servicer provisions). In the case of back-up servicer facilitator provisions, a back-up servicer facilitator should be nominated and the facilitator should be mandated to find a suitable back-up servicer within 60 days of the occurrence of a trigger event in order to ensure timely payment and servicing of the asset-backed security. These provisions shall also include servicer replacement triggers, which can be rating-based and/or non-rating-based, eg non-performance of obligations by the current servicer for the appointment of a back-up servicer. (Amendment 1 October 2013)

Credit standards

The debt instrument must meet the high credit standards specified in the ECAF rules for marketable assets, as set out in Section 3.2.1.6.

**Place of issue**

The debt instrument must be issued in the EEA with a central bank or with a central securities depository (CSD) that has been positively assessed by the Eurosystem pursuant to the standards and assessment procedures described in the document “Framework for the assessment of securities settlement systems and links to determine their eligibility for use in Eurosystem credit operations” (hereinafter referred to as “the Eurosystem User Assessment Framework”). In case a marketable debt instrument is issued by a non-financial corporation that is not assessed by an accepted external credit assessment institution (ECAI), the place of issue must be the euro area. (Amendment 26 May 2014)

**Settlement procedures**

The debt instrument must be transferable in book-entry form. It must be held and settled in the euro area through an account with the Eurosystem or with an SSS that has been positively assessed by the Eurosystem pursuant to the standards and assessment procedures described in the document “the Eurosystem User Assessment Framework”, so that perfection and realisation are subject to the law of an EU Member State.

If the CSD where the asset is issued and the CSD where it is held are not identical, then the two institutions have to be connected by a link that has been positively assessed by the Eurosystem pursuant to the standards and assessment procedures described in the document “the Eurosystem User Assessment Framework”. (Amendment 26 May 2014)

**Acceptable markets**


The assessment of non-regulated markets by the Eurosystem is based on three principles—safety, transparency and accessibility. ‘Safety’, ‘transparency’ and ‘accessibility’ are defined by the Eurosystem exclusively in terms of the performance of the Eurosystem’s collateral management function. The selection process is not aimed at assessing the intrinsic quality of the various markets. The principles are to be understood as follows. Safety is taken to mean certainty with regard to transactions, in particular certainty on the validity and enforceability of transactions. Transparency is taken to mean unimpeded access to information on the mar-

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14 The Eurosystem User Assessment Framework is published on the ECB’s website (Amendment 26 May 2014)

15 International debt securities in global bearer form issued on or after 1 January 2007, through the ICSDs Euroclear Bank (Belgium) and Clearstream Banking Luxembourg must, in order to be eligible, be issued in the form of new global notes and must be deposited with a common safekeeper which is an ICSD or, if applicable, a CSD that has been positively assessed by the Eurosystem pursuant to the standards and assessment procedures described in the document “the Eurosystem User Assessment Framework”. International debt securities in global bearer form that were issued in the form of classical global notes prior to 1 January 2007 and fungible securities issued under the same ISIN code on or after that date remain eligible until maturity. International debt securities issued in global registered form through the ICSDs Euroclear Bank (Belgium) and Clearstream Banking Luxembourg after 30 September 2010 must, in order to be eligible, be issued under the new safekeeping structure for international debt securities. International debt securities in global registered form issued before or on that date remain eligible until their maturity. International debt securities in individual note form will cease to be eligible if issued after 30 September 2010. International debt securities in individual note form issued before or on that date remain eligible until their maturity. (Amendment 26 May 2014)


18 OJ L 145 of 30 April 2004, page 1

19 A list of acceptable non-regulated markets is published on the ECB’s website (www.ecb.europa.eu) and updated at least once a year.
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kets' rules of procedure and operation, the financial features of the assets, the price formation mechanism, and the relevant prices and quantities (quotes, interest rates, trading volumes, outstanding amounts, etc.). Accessibility refers to the Eurosystem’s ability to take part in and have access to the market; a market is accessible for collateral management purposes if its rules of procedure and operation allow the Eurosystem to obtain information and conduct transactions when needed for these purposes.

**Type of issuer/guarantor**

The debt instrument may be issued or guaranteed by central banks of the EU Member States, public sector entities, private sector entities, or international or supranational institutions. Moreover, an issuer of eligible debt instruments lacking ECAI rating and accepted as bank-specific collateral cannot be from the financial and insurance sector. (Amendment 1 January 2012)

**Place of establishment of the issuer/guarantor**

*The issuer* must be established in the EEA or in one of the non-EEA G10 countries. In the latter case, the debt instruments can only be considered eligible if the Eurosystem ascertains that its rights would be protected in an appropriate manner, as determined by the Eurosystem, under the laws of the respective non-EEA G10 country. For this purpose, a legal assessment in a form and with substance acceptable to the Eurosystem will have to be submitted to the Bank of Finland before the assets can be considered eligible. In the case of an asset-backed security, the issuer must be established in the EEA.

The guarantor must be established in the EEA, unless a guarantee is not needed to establish the high credit standards for marketable assets, as set out in Section 3.2.1.6. (Amendment 10 October 2010)

International or supranational institutions are eligible issuers/guarantors irrespective of their place of establishment. In case a marketable debt instrument is issued by a non-financial corporation that is not assessed by an ECAI, the issuer/guarantor must be established in the euro area.

**Currency of denomination**

Normally, the debt instrument must be denominated in euro. In addition, as a temporary measure, marketable debt instruments denominated in pounds sterling, Japanese yen or US dollars are eligible collateral, provided that: (a) they are issued and held/settled in the euro area; (b) the issuer is established in the European Economic Area; and (c) they fulfil all other eligibility criteria included in these Rules on collateral management. (Amendment 9 November 2012)

Marketable debt instruments described above, which have coupons linked to a single money market rate in their currency of denomination, or to an inflation index containing no discrete range, range accrual, ratchet or similar complex structures for the respective country, shall also constitute eligible collateral for the purposes of Eurosystem monetary policy operations.

The ECB may publish a list of other acceptable benchmark foreign currency interest rates, in addition to those referred to in the preceding paragraph, on its website at www.ecb.europa.eu, following approval by the Governing Council of the ECB. (Amendment 3 May 2013)

**Exercise of discretion in respect of certain government-guaranteed bank bonds on the public list of collateral (Amendment 14 September 2012)**

Eurosystem national central banks shall not be obliged to accept as collateral for their credit operations eligible uncovered bank bonds which: (a) do not fulfil the Eurosystem's require-

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20 Non-EEA G10 countries currently include the United States, Canada, Japan and Switzerland.  
21 Expressed as such or in the national denominations of the euro.
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3.2.1.3 Eligibility criteria for non-marketable assets

The Bank of Finland accepts as collateral in its credit operations such fixed-term deposits from eligible counterparties as defined in Section 1.2.3.5 of the Rules, non-marketable credit claims (bank loans) and non-marketable retail mortgage-backed debt instruments. Currently Irish non-marketable mortgage-backed promissory notes are the only instruments in this asset class. Non-marketable assets are accepted as collateral on a case-by-case basis for each counterparty bank. (Amendment 1 January 2011)

To be eligible, a credit claim has to fulfil the following eligibility criteria:

- **Type of asset:** It must be a credit claim which is a debt obligation of a debtor vis-à-vis a Eurosystem counterparty. Credit claims that have a 'reducing balance' (where the principal and interest are paid off according to a pre-agreed schedule) are also eligible. Undrawn credit lines (e.g., undrawn facilities of revolving credit claims), current account overdrafts and letters of credit (which authorise the use of credit but are not credit claims per se) are not eligible. The share of a syndicate member institution in a syndicated loan is considered an eligible type of credit claim. Credit claims may not afford rights to the principal and/or the interest that are subordinated to the rights of holders of other credit claims (or other tranches or sub-tranches in the same syndicated loan) or debt instruments of the same issuer.

  The credit claim must have (a) a fixed, unconditional principal amount and (b) an interest rate that cannot result in a negative cash flow. These features must be maintained until the redemption of the obligation. In addition, the interest rate should be one of the following: 1) zero coupon-style; 2) fixed; or 3) floating linked to another interest rate reference. Furthermore, inflation-indexed bonds are also eligible.

- **Type of debtor/guarantor:** Eligible debtors and guarantors are non-financial corporations, 22 public sector entities and international or supranational institutions. Each debtor is individually and severally liable for the full repayment of the credit claim in question (co-debtors jointly liable for individual credit claims are excluded).

- **Place of establishment of the debtor and guarantor:** The debtor must be established in the euro area. The guarantor must also be established in the euro area, unless a guarantee is not needed to establish the high credit standards for non-marketable assets, as set out in section 3.2.1.7. This requirement does not apply to international or supranational institutions. (Amendment 10 October 2010)

- **Credit standards:** The quality of credit claims is assessed through the underlying credit-worthiness of the debtor or guarantor. Credit claims must meet the high credit standards specified in the ECAF rules for non-marketable assets, as set out in Section 3.2.1.7.

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Minimum size: At the time of submission for use as collateral by the counterparty, the credit claim must meet a minimum size threshold. Each national central bank may apply a minimum size of its choice for domestic credit claims. The Bank of Finland has decided to apply a minimum of EUR 500,000. For credit claims subject to euro area legislation other than Finland’s, a common minimum threshold of EUR 500,000 is also applicable. The minimum threshold applies to the remaining amount of an individual credit claim at the moment it is accepted as collateral. (Amendment 3 January 2013)

Handling procedures: The credit claim must be handled according to the procedures defined in Section 3.2.2.

Governing laws: The credit claim agreement and the agreement between the counterparty and the Bank of Finland on using the credit claim as collateral must both be governed by the law of a member state belonging to the euro area, including Finland. Furthermore, the total number of different governing laws that are applicable to 1) the counterparty, 2) the creditor, 3) the debtor, 4) the guarantor (if relevant), 5) the credit claim agreement and 6) the agreement on using the credit claim as collateral may not exceed two.

Currency of denomination: The credit claim must be denominated in euro.  

Non-marketable retail mortgage-backed debt instruments (RMBD) cannot be implemented in Finland. They are subject to the following eligibility criteria:

Type of asset: It must be a debt instrument (a promissory note or a bill of exchange) that is secured by collateralised residential real estate loans held by the issuer of the debt instrument and that falls short of full securitisation. Substitution of assets in the underlying pool must be possible and a mechanism needs to be in place to ensure that the Eurosystem enjoys priority over creditors other than those exempted for public policy reasons. (Amendment 1 January 2011)

The RMBD must have (a) a fixed, unconditional principal amount and (b) an interest rate that cannot result in a negative cash flow.

Credit standards: The RMBD must meet high credit standards, which are assessed through the part of the ECAF that addresses RMBDs.

Type of issuer: Eligible issuers are credit institutions that are eligible counterparties.

Place of establishment of the issuer: The issuer must be located in the euro area.

Handling procedures: The RMBD must be handled according to the Eurosystem procedures, particularly those of the Irish central bank. Further information can be obtained from the Irish central bank.

Currency of denomination: The RMBD must be denominated in euro.

Admission of additional credit claims and certain short-term debt instruments (Amendment 20 August 2014)

Eurosystem national central banks may accept as collateral credit claims and certain short-term debt instruments issued by non-financial corporations which do not satisfy the normal Eurosystem eligibility criteria. National central banks which decide to accept such assets as collateral shall establish, by specifying deviations from the normal requirements, the eligibility criteria and risk control measures for this purpose, which shall be ultimately approved by the Governing Council of the ECB. As a rule, additional credit claims shall be governed by the laws of the Member State in which the accepting national central bank is established. The

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23 In euro or in its national sub-units.
Bank of Finland will not accept additional credit claims or short-term debt instruments of this type as collateral for central bank credit. *(Amendment 20 August 2014)*

In exceptional circumstances, a national central bank may accept credit claims governed by the eligibility criteria and risk control measures established by another national central bank and by the laws of any EU Member State other than the Member State in which the accepting national central bank is established. National central banks may agree on bilateral assistance regarding the evaluation of additional credit claims. Such exceptional cases shall be subject to prior approval by the Governing Council of the ECB.

### 3.2.1.4 Additional requirements for the use of collateral

#### Conditions for the use of marketable and non-marketable assets

Marketable assets can be used for all monetary policy operations ie reverse and outright open market transactions and the marginal lending facility. Non-marketable assets can be used as underlying assets for reverse transactions and the marginal lending facility, but not for outright transactions. All marketable and non-marketable assets can also be used as underlying assets for intraday credit.

All eligible marketable and non-marketable assets must be usable in a cross-border context throughout the euro area. This implies that all Eurosystem counterparties must be able to use eligible assets either through links with their domestic SSSs in the case of marketable assets or through other eligible arrangements to receive credit from the national central bank of the Member state in which the counterparty is established (see Section 3.2.2).

As part of the Eurosystem, the Bank of Finland may decide not to accept the following marketable or non-marketable assets, despite their eligibility, as collateral from a counterparty *(Amendment 3 January 2013):*

(a) debt instruments falling due in the immediate future; and

(b) debt instruments with an income flow, eg a coupon payment, occurring in the immediate future.

#### Provisions regarding close links

Irrespective of the fact that a marketable or non-marketable asset fulfils all eligibility criteria, a counterparty may not submit as collateral any asset for which it, or any other entity with which it has close links, is the issuer, debtor or guarantor. These 'close links' means a situation in which the counterparty is linked to an issuer/debtor/guarantor of eligible assets by reason of the fact that:

(i) the counterparty owns directly, or indirectly, through one or more other undertakings, 20% or more of the capital of the issuer/debtor/guarantor; or

(ii) the issuer/debtor/guarantor owns directly, or indirectly through one or more other undertakings, 20% or more of the capital of the counterparty; or

(iii) a third party owns more than 20% of the capital of the counterparty and more than 20% of the capital of the issuer/debtor/guarantor, either directly or indirectly, through one or more undertakings.

Moreover, a counterparty may not submit as collateral any asset-backed security if the counterparty (or any third party with which it has close links) provides a currency hedge to the asset-backed security by entering into a currency hedge transaction with the issuer as a hedge.

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24 In the event of a counterparty using assets that, owing to an identity with the issuer/debtor/guarantor or the existence of close links, it may not or no longer use to secure an outstanding credit, it is obliged to immediately notify the Bank of Finland thereof. The assets are valued at zero on the next valuation date and a margin call may be triggered. In addition, the counterparty has to remove the asset on the earliest possible date.
counterparty or provides liquidity support for 20% or more of the outstanding amount of the asset-backed security.

As regards asset-backed securities fulfilling specific eligibility criteria (see Section 3.2.1.2), their collateral use shall be prohibited, in addition to the above cases, if the counterparty (or any third party with which it has close links) acts as an interest rate swap provider in relation to the asset-backed security by entering into an interest rate swap transaction with the issuer. (Amendment 14 September 2012)

If the Bank of Finland’s counterparty uses as collateral an asset-backed security for which it has acted as the originator (transferred assets to the pool of underlying assets of the security), or if it has close links with the originator, it must notify the Bank of Finland of any changes envisaged for the asset-backed security submitted as collateral that affect or may affect the rating of the security, one month prior to the implementation of such changes. These changes include alteration in the interest rate due on the security, a change in the swap agreement, changes in the composition of underlying loans not provided for in the prospectus and changes to the priority of payments. Whenever such an asset-backed security is submitted as collateral, the counterparty must notify the Bank of Finland of any changes made during the preceding six months that have affected the rating of the security. As noted in section 3.2.1.1, there is no pre-issuance advice on the part of the Bank of Finland. (Amendment 3 January 2013)

For monetary policy implementation purposes, in particular for the monitoring of compliance with the rules for the use of eligible assets concerning close links, the Eurosystem internally shares information on capital holdings provided by supervisory authorities for such purposes. The information is subject to the same secrecy standards as applied by supervisory authorities. (Amendment 10 October 2010)

Derogations from close links provisions

The above provisions concerning close links do not apply to: (a) close links between the counterparty and an EEA public sector entity which has the right to levy taxes, or in the case where a debt instrument is guaranteed by an EEA public sector entity which has the right to levy taxes; (b) covered bank bonds issued in accordance with the criteria set out in Part 1, points 68 to 70 of Annex VI to Directive 2006/48/EC; or (c) cases in which debt instruments are protected by specific legal safeguards comparable to those instruments given under (b) such as in the case of (i) non-marketable retail mortgage-backed debt instruments (RMBDs) which are not securities; or (ii) covered bank bonds for which all criteria set out in Part 1, points 68 to 70 of Annex VI to Directive 2006/48/EC are complied with, except for the limits on guaranteed loans in the cover pool. (Amendment 3 January 2013)

However, collateral use of instruments under point (a) above has been restricted. Eurosystem counterparties may not submit as collateral for Eurosystem credit operations uncovered debt instruments issued by themselves or issued by closely linked entities and guaranteed by an EEA public sector entity with the right to impose taxes in excess of the nominal value of these instruments already submitted as collateral on 3 July 2012. Such instruments may be used as collateral until 28 February 2015. In exceptional cases, the Governing Council of the ECB may decide to temporarily accept more of such debt instruments as collateral for a maximum of three years. In making its decision, the Governing Council must have at its disposal the counterparty’s funding plan that indicates how the own use of uncovered government-guaranteed bank bonds by the requesting counterparty will be phased out by no later than three years following the approval of the derogation. Any derogation already granted since 3 July 2012 shall continue to apply until it is due for review. (Amendment 20 August 2014)

Additional legal requirements for credit claims

In order to ensure that a valid security is created over credit claims (bank loans) and that the credit claim can be swiftly realised in the event of a counterparty default, additional legal requirements have to be met. These legal requirements relate to:

- **Verification of the existence of credit claims:** As a minimum, the Bank of Finland shall use
the following measures to verify the existence of credit claims submitted as collateral: 1) self-certification and commitment by the counterparty to the Bank of Finland, at least every quarter, with respect to the existence of the credit claims submitted as collateral, 2) one-off verification by the Bank of Finland, or a financial supervisory authority on authority of the Bank of Finland, or by an external auditor of the counterparty's procedures for submitting information on the existence of credit claims to the Bank of Finland; and 3) random checks by the Bank of Finland, or a financial supervisory authority on authority of the Bank of Finland, or by an external auditor of the quality and accuracy of the self-certification.

The quarterly self-certification and commitment under 1) above includes the requirement that Bank of Finland counterparties perform the following in writing:

- confirm and warrant compliance of credit claims pledged to the Bank of Finland with the eligibility criteria applied by the Eurosystem;
- confirm and warrant that no credit claim submitted as an underlying asset is being simultaneously used as collateral to the benefit of any third party and undertake that the counterparty shall not use any credit claim as collateral to any third party; and
- confirm and warrant to notify the Bank of Finland immediately, but no later than the next business day, of any event which materially affects the actual contractual relationship between the counterparty and the Bank of Finland, in particular early, partial or total repayments, downgrades or material changes in the conditions of the credit claim.

In order for such checks to take place as described in 2) and 3) above (one-off verifications and random checks), the Bank of Finland, a financial supervisory authority or external auditors must be authorised to carry out such investigation in accordance with the applicable national requirements or, if necessary, under contract.

The Bank of Finland's operative procedures in respect of the implementation of 1), 2) and 3) above are described in Section 3.2.2.

- **Submission of a notice of transfer to the debtor or endorsement:** Finnish legislation prescribes that prior notification must be submitted to debtors and possible guarantors of the use of ordinary credit claims as collateral (notice of transfer) before they can be used for such purpose. Bank of Finland counterparties must submit a prior notification to debtors or possible guarantors of the use of ordinary credit claims as collateral to the Bank of Finland. Prior notification need not be made to debtors or possible guarantors of the use as collateral of negotiable credit claims, but credit documents must be validated with a separate endorsement. In the event of insolvency of the counterparty or its failure to fulfil the obligations for which the credit claim has been used as collateral, the Bank of Finland shall submit to the debtor and possible guarantor notices of transfer, which specify use of the credit claim as collateral for the behalf of the Bank of Finland and issues new payment instructions.

- **Absence of restrictions related to banking secrecy and confidentiality:** The counterparty shall not be obliged to obtain the debtor’s approval for disclosure of information about the credit claim and the debtor that are required by the Bank of Finland for the purpose of ensuring that a valid security is created over credit claims and that the credit claims can be swiftly realised in the event of a counterparty default. If bank secrecy regulations prevent disclosure of information, the counterparty and the debtor shall agree contractually that the debtor unconditionally consents to the disclosure of such details about the credit claim and the debtor to the Eurosystem.

- **Absence of restrictions on the use of the credit claim:** Counterparties shall ensure that credit claims are fully transferable and can be used, without restriction, as collateral for
the benefit of the Bank of Finland. There should not be any restrictive stipulation in the credit claim agreement or in other contractual arrangements between the counterparty and the debtor in respect of the use of the credit claim as collateral.

• **Absence of restrictions on the realisation of the credit claim:** The credit claim agreement or other contractual arrangements between the counterparty and the debtor should not contain any restrictions regarding the realisation of the credit claim used as collateral, including any form, time or other requirement with regard to realisation.
3.2.1.5 Requirement on high credit standards for eligible assets

The Eurosystem and the Bank of Finland as part of the Eurosystem require that high credit standards be applied for all eligible assets used as collateral. This means that credit assessment of a marketable credit instrument or its issuer or of a debtor of a credit claim must meet high credit standards. Other potential factors that may improve investors' security, such as guarantees, are also taken into account.

In the assessment of the credit standard of eligible assets, the Eurosystem takes into account credit assessment information from credit assessment systems belonging to one of the four following sources:

- external credit assessment institutions (ECAs)
- counterparties' internal ratings based (IRB) systems
- third-party providers' rating tools (RTs)
- NCB's in-house credit assessment systems (ICASs, currently employed in the central banks of France, Germany, Austria, Belgium, Slovenia, Ireland, Italy and Spain).

(Amendment 14 November 2013)

With regard to the ECAI source, the assessment must be based on a public rating. The Eurosystem reserves the right to request any clarification that it considers necessary. For asset-backed securities, ratings must be explained in a publicly available credit rating report, namely a detailed pre-sale or new issue report, including, inter alia, a comprehensive analysis of structural and legal aspects, a detailed collateral pool assessment, an analysis of the transaction participants, as well as an analysis of any other relevant particularities of a transaction. Moreover ECAIs must publish regular surveillance reports for asset-backed securities. The publication of these reports should be in line with the frequency and timing of coupon payments. These reports should at least contain an update of the key transaction data (eg composition of the collateral pool, transaction participants, capital structure), as well as performance data. (Amendment 10 October 2010)

The Eurosystem’s benchmark for establishing its minimum requirement for high credit standards (its ‘credit quality threshold’) is defined in terms of a credit assessment of credit quality step 3 in the Eurosystem’s harmonised rating scale. The Eurosystem considers a PD over a one-year horizon of 0.40% as equivalent to a credit assessment of credit quality step 3, subject to regular review. The ECAF follows the definition of a default event given in the Capital Requirements Directive.

The Eurosystem publishes the lowest rating grade meeting the required credit quality threshold for each accepted ECAI, without assuming any responsibility for its assessment of the ECAI, again subject to regular review.

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25 The Eurosystem harmonised rating scale is published on the ECB’s website (www.ecb.europa.eu). A credit quality step 3 credit assessment means a long-term rating of ‘BBB’ by Fitch or Standard & Poor’s, of ‘Baa3’ by Moody’s, or of ‘BBBL’ by DBRS (Amendment 1 April 2014).

The Eurosystem's minimum requirement for high credit standards of asset-backed securities is equivalent to a credit assessment of credit quality step 2 of the Eurosystem's harmonised rating scale. The Eurosystem considers a PD over a 1-year horizon of 0.10% as equivalent to a credit assessment of credit quality step 2. The minimum requirement for high credit standards of asset-backed securities fulfilling specific eligibility criteria is equivalent to a credit assessment of credit quality step 3 (see section 3.2.1.2 for other eligibility criteria).

(Amendment 1 April 2014)

The Eurosystem's credit quality threshold shall temporarily not apply to marketable debt instruments issued or fully guaranteed by the central governments of euro area Member States under a European Union/International Monetary Fund programme, unless the Governing Council of the ECB decides that the respective Member State does not comply with the conditionality of the financial support and/or the macroeconomic programme. The Hellenic Republic and the Republic of Cyprus shall be considered euro area Member States compliant with a European Union/International Monetary Fund programme.

(Amendment 20 August 2014)

The Eurosystem, including the Bank of Finland, reserves the right to determine whether an issue, issuer, debtor or guarantor fulfils their requirements for high credit standards on the basis of any information it may consider relevant. The Bank of Finland may reject, limit the use of assets or apply supplementary haircuts on such grounds if required to ensure adequate risk protection of the Eurosystem in line with Article 18.1 of the Statute of the ESCB. Such measures can also be applied to specific counterparties, in particular if the credit quality of the counterparty appears to exhibit a high correlation with the credit quality of the collateral assets submitted by the counterparty. In case such a rejection is based on prudential information, the use of any such information transmitted either by counterparties or by supervisors shall be strictly commensurate with, and necessary for, the performance of the Eurosystem's tasks of conducting monetary policy.

Assets issued or guaranteed by entities subject to a freezing of funds and/or other measures imposed by the EU under Article 75 of the Treaty on the Functioning of the European Union or by an EU Member State restricting the use of their funds, or in respect of which the ECB's Governing Council has issued a decision suspending or excluding their access to open market operations or the Eurosystem's standing facilities, may be excluded from the list of eligible assets.

(Amendment 10 October 2010)

In the case of marketable credit instruments, fulfilment of the credit standards is primarily assessed on the basis of assessments made by the ECAI. Issues that fulfil the minimum credit standards (and other eligibility criteria) are published on the ECB website.

The credit assessment source for credit claims (bank loans) is selected by the counterparty, i.e., the provider of the collateral. This selection is based on certain rules (more details in Section 3.2.1.7). If marketable credit instruments do not have an ECAI credit assessment, the credit assessment source can be selected on the basis of the same criteria as the source for credit claims (see Section 3.2.1.8).

27 A credit-quality step 2 credit assessment means a minimum long-term rating of “A-“ from Fitch or Standard & Poor’s, “A3” from Moody’s, or “AL” from DBRS.
3.2.1.6 Establishment of high credit standards for marketable assets

Marketable assets are considered to fulfil high credit standards when the following conditions are met:

- **ECAI credit assessment: (not applicable to asset-backed securities).**

At least one credit assessment from a Eurosystem-accepted ECAI\(^{28}\) for either the issue or, in the absence of an issue rating from the same ECAI, the programme/issuance series under which the asset is issued,\(^{29}\) must comply with the Eurosystem’s credit quality threshold. The ECB publishes the credit quality threshold for all accepted ECAIs\(^{30}\) and the information is also provided in section 3.2.1.5 of the Bank of Finland rules. If multiple ECAI credit assessments are available for the same issue or, if applicable, for programme/issuance series, then the first-best rule (ie the best available ECAI credit assessment for the issue or, if applicable, for the programme/issuance series) is applied. If the first-best credit assessment for the issue or, if applicable, for the programme/issuance series does not comply with the Eurosystem’s credit quality threshold, the asset is not eligible, even if a guarantee described below in this section exists. In the absence of an ECAI credit assessment for the issue or, if applicable, for the programme/issuance series, the best available ECAI credit assessment for the issuer or the guarantor must comply with the Eurosystem’s credit quality threshold for the asset to be eligible (see the conditions imposed on the guarantee below in this section). (Amendment 1 October 2013)

For ECAI issue and programme/issuance series ratings, no distinction by original maturity of the asset is made for the purposes of establishing high credit standards for marketable assets. Any ECAI rating assigned to the issue or programme/issuance series that meets the Eurosystem credit quality threshold is acceptable. As regards the ECAI issuer/guarantor rating, the acceptable ECAI credit assessment depends on the original maturity of the asset. A distinction is made between short-term assets (meaning those assets with an original maturity of up to 390 days) and long-term assets (meaning those assets with an original maturity of more than 390 days). For short-term assets, ECAI short-term and long-term issuer ratings and long-term guarantor ratings are acceptable, on a first-best rule basis. For long-term assets, only ECAI long-term issuer or long-term guarantor ratings are acceptable. (Amendment 1 October 2013)

- **ECAI credit assessment of asset-backed securities:** For asset-backed securities, the Eurosystem requires at least two credit assessments from any accepted ECAIs for the issue. To determine the eligibility of these asset-backed securities, the ‘second-best rule’ shall be applied, which means that not only the best, but also the second-best available ECAI credit assessment must comply with the credit quality threshold for asset-backed securities.

- The credit quality threshold applicable to asset-backed securities where the cash flow generating assets are reported to a repository designated by the Eurosystem (see section 3.2.1.2 and Annex 8) shall correspond to the credit quality step 2 of the Eurosystem’s harmonised rating scale (single A)\(^{31}\). (Amendment 1 October 2013 and 1 April 2014)

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28 The accepted ECAIs, ICASs and third-party RTs and their providers are listed on the ECB’s website (www.ecb.europa.eu).
29 An ECAI assessment for a programme/issuance series is only relevant if it applies to the particular asset and no different issue rating from the same ECAI exists.
30 This information is published on the ECB’s website (www.ecb.europa.eu).
31 A single A rating is a rating of at least ‘A3’ from Moody’s, “A-” from Fitch or Standard & Poor’s or “AL” from DBRS.
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- Asset-backed securities fulfilling specific eligibility criteria and those accepted as collateral on a discretionary basis must have credit assessments corresponding to at least the credit quality step 3 of the Eurosystem's harmonised rating scale (triple B level rating). (Amendment 1 April 2014)

- Fungible tap issuances of asset-backed securities are considered to be new issuances of asset-backed securities. All asset-backed securities issued under the same ISIN code must comply with the eligibility criteria in place at the date of the latest fungible tap issuance. For fungible tap issues of asset-backed securities which are not compliant with the eligibility criteria in place at the date of the latest fungible tap issuance, all the asset-backed securities issued under the same ISIN code are considered ineligible. This rule shall not apply in the case of fungible tap issuances of asset-backed securities which were on the Eurosystem list of eligible assets on 10 October 2010 if the latest tap issuance occurred before that date. Non-fungible tap issuances are considered to be different asset-backed securities. (Amendment 10 October 2010)

The ECB publishes the credit quality threshold for any accepted ECAIs. (Amendment 1 March 2010.)

- Guarantees: In the absence of an (acceptable) ECAI credit assessment for the issue (or, if applicable, the programme/issuance series) high credit standards can be established on the basis of guarantees provided by financially sound guarantors. However, guarantors are not accepted for determining high credit standards for asset-backed securities. The financial soundness of the guarantor is assessed on the basis of ECAI long term credit assessments meeting the Eurosystem’s credit quality threshold (Amendment 1 October 2013). The guarantee must meet the following requirements:
  - A guarantee is deemed acceptable if the guarantor has unconditionally and irrevocably guaranteed the obligations of the issuer in relation to the payment of principal, interest and any other amounts due under the debt instruments to the holders thereof until they are discharged in full.
  - The guarantee has to be payable on first demand (independently from the underlying debt obligation). Guarantees given by public entities entitled to levy taxes should either be payable on first demand or otherwise provide for prompt and punctual payment following default. The obligations of the guarantor under the guarantee need to rank at least equally and rateably (pari passu) with all other unsecured obligations of the guarantor.
  - The guarantee must be governed by the law of an EU Member State and be legally valid, and binding and enforceable against the guarantor. (Amendment 1 October 2010)
  - The Bank of Finland will, if necessary, specifically request a copy of the guarantee for approval purposes.
  - A legal confirmation concerning the legal validity, binding effect and enforceability of the guarantee must be submitted to the Bank of Finland, unless the guarantee has been given for a debt instrument with an individual asset rating or if the guarantor is a public entity entitled to levy taxes.
  - The legal confirmation will have to be submitted in a form and with substance acceptable to the Eurosystem before the asset supported by the guarantee can be considered eligible. Further information as to legal confirmation in accordance with Finnish legislation can be obtained from the Bank of Finland. If the guarantor is established in a jurisdiction other than the one of the law governing the guarantee, the legal confirmation must also confirm that the guarantee is valid and enforceable under the law governing the establishment of the guarantor. The legal confirmation should be submitted for review to the national central bank that is responsible for reporting a

32 This information is published on the ECB’s website (www.ecb.europa.eu).
certain asset supported by a guarantee for inclusion in the list of eligible assets.\textsuperscript{33} The requirement of enforceability is subject to any insolvency or bankruptcy laws, general principles of fairness and other similar laws and principles applicable to the guarantor and generally affecting creditors’ rights against the guarantor.

In the absence of an ECAI credit assessment the issue, issuer or guarantor, the high credit standards are established as follows:

- **Euro area public sector issuers or guarantors**: If a marketable asset is issued or guaranteed by a regional government, local authority or public sector entity (PSE) located in the euro area as defined in the CRD, the following procedure applies:
  - The issuer or guarantor is allocated to one of three classes in accordance with the CRD as explained in Table 1.\textsuperscript{34}
  - An implicit credit assessment for issuers or guarantors belonging to classes 1 and 2 is derived from the ECAI credit assessment of the central government of the country where the issuer or guarantor is established. This implicit credit assessment has to meet the Eurosystem credit quality threshold. No implicit credit assessment is derived for issuers/guarantors belonging to class 3.

- **Euro area non-financial corporate issuers or guarantors**: If the high credit standards for marketable assets which are issued/guaranteed by non-financial corporations\textsuperscript{35} established in the euro area cannot be established on the basis of an ECAI credit assessment for the issue, issuer or guarantor, the ECAF rules for credit claims will be applicable and counterparties are allowed to make use of their own IRB system or third-party rating tools. The non-rated marketable debt instruments issued by non-financial corporations are not included in the public list of eligible marketable assets.

### Table 1. Implicit credit assessments for euro area regional government, local authority and public sector entity\textsuperscript{1} issuers, debtors or guarantors without an ECAI credit assessment

<table>
<thead>
<tr>
<th>Class</th>
<th>Allocation of issuers, debtors or guarantors following the CRD</th>
<th>ECAF derivation of the implicit credit assessment of the issuer, debtor or guarantor belonging to the corresponding class</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td>Regional governments, local authorities and PSEs that, according to competent supervisory authorities, can be treated equally to the central government for capital requirements purposes</td>
<td>Allocated the ECAI credit assessment of the central government of the country in which it is established</td>
</tr>
<tr>
<td>Class 2</td>
<td>Regional governments, local authorities and PSEs that, according to competent supervisory authorities, can be treated equally to [credit] institutions for capital requirements purposes</td>
<td>Allocated a credit assessment one credit quality step\textsuperscript{1) below the ECAI credit assessment of the central government of the country in which it is established</td>
</tr>
<tr>
<td>Class 3</td>
<td>Other PSEs</td>
<td>Treated like private sector issuers or debtors</td>
</tr>
</tbody>
</table>


\textsuperscript{2) Information on the credit quality steps is published on the ECB’s website ([www.ecb.europa.eu](http://www.ecb.europa.eu)).

\textsuperscript{33} The national central bank reporting a certain asset is normally the national central bank of the country in which the asset will be admitted to trading/traded on an acceptable market. In the event that an asset is admitted to trading/traded on multiple markets, any queries should be addressed to the ECB’s Eligible Assets Hotline ([Eligible-Assets.hotline@europa.eu](mailto:Eligible-Assets.hotline@europa.eu)).

\textsuperscript{34} Lists of entities belonging to the three classes, as well as the criteria for classifying issuers, debtors or guarantors into the three classes, are expected to be made available, together with links to the relevant websites of the national supervisory authorities, on the website of the Committee of European Banking Supervisors (CEBS): [http://www.c-eb.org/SD/Rules_AdditionalInformation.htm](http://www.c-eb.org/SD/Rules_AdditionalInformation.htm). The website will also have links to the websites of national financial supervisory authorities.

3.2.1.7 Establishment of high credit standards for non-marketable assets

Credit claims

In order to establish the requirement for high credit standards for the debtors or guarantors of credit claims, counterparties have to select one main credit assessment source from among those that are available and accepted by the Eurosystem. A counterparty will select one system from an available credit assessment source, except in the case of ECAIs, where all accepted ECAI systems may be used. Alternative credit assessment sources are listed in Section 3.2.1.9. Details on individual accepted credit assessment systems, excluding counterparties' own systems, are published on the ECB website (www.ecb.europa.eu).

Counterparties must notify the Bank of Finland of the credit assessment system they intend to use. The application procedure for using counterparties' internal ratings-based systems is described in Section 3.2.1.9. The notification concerning intended use of assessments by ECAIs and the derived implicit credit assessments for the public sector (see iii in the list below) shall be submitted using a specific form obtainable from the Bank of Finland. The Bank of Finland's contact details are in Annex 9.

Counterparties must inform the Bank of Finland promptly of any credit event, including a delay of payments by the submitted debtors, that is known to the counterparty and, if necessary, withdraw or replace the assets. Furthermore, counterparties are responsible for ensuring that they use the most recent credit assessment updates available from their selected credit assessment system or source for the debtors or guarantors of submitted assets.

Credit assessments of debtors/guarantors: The high credit standards of the debtors or guarantors of credit claims are established according to rules differentiating between public sector and non-financial corporate debtors/guarantors:

- **Public sector debtors or guarantors**: The following rules are applied in a sequential order:
  
  (i) A credit assessment from the system or source selected by the counterparty exists and is used to establish whether the public sector debtor or guarantor meets the credit quality threshold.

  (ii) In the absence of a credit assessment under (i), an ECAI credit assessment of the debtor or guarantor is used.\(^\text{37}\)

  (iii) If no credit assessment is available under either (i) or (ii), the same procedure as for marketable assets applies:

  - The debtor or guarantor is allocated to one of three classes in accordance with the CRD\(^\text{38}\) as explained in Table 1.

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\(^{36}\) In the case of marketable assets issued by non-financial corporations but not assessed by an accepted ECAI, this requirement applies to the credit assessment of issuers.

\(^{37}\) If multiple and possibly conflicting ECAI assessments are available for the same issuer/debtor or guarantor, the first-best rule (ie the best available ECAI credit assessment) is applied.

\(^{38}\) Lists of entities belonging to the three classes, as well as the criteria for classifying issuers, debtors or guarantors
An implicit credit assessment for debtors or guarantors belonging to classes 1 and 2 is derived from the ECAI credit assessment of the central government of the country where the debtor or guarantor is established. This implicit assessment has to meet the Eurosystem credit quality threshold.

If a credit assessment from the system or source selected by the counterparty (or from an ECAI in case (ii) for public sector debtors or guarantors) exists but is below the credit quality threshold, the debtor or guarantor is ineligible.

- **Non-financial corporate debtors or guarantors:** If the source selected by the counterparty provides a credit assessment equal to or exceeding the credit quality threshold, the debtor or guarantor is eligible.\(^{39, 40}\)

  If a credit assessment from the system or source selected by the counterparty exists but is below the credit quality threshold, the debtor or guarantor is ineligible. If no credit assessment is available to establish the credit standards, the debtor or guarantor is considered ineligible.

**Guarantees:** Guarantees must meet the following requirements:

- A guarantee is deemed acceptable if the guarantor has unconditionally and irrevocably guaranteed the obligations of the debtor in relation to the payment of principal, interest and any other amounts due under the credit claim to the holder thereof until they are discharged in full. In this regard, a guarantee deemed acceptable does not need to be specific to the credit claim but might apply to the debtor only, provided that it also covers the credit claim in question.

- The guarantee has to be payable on first demand (independently from the underlying credit claim). Guarantees given by public entities entitled to levy taxes should either be payable on first demand or otherwise provide for prompt and punctual payment following default. The obligations of the guarantor under the guarantee need to rank at least equally and rateably (pari passu) with all other unsecured obligations of the guarantor.

- The guarantee must be governed by the law of an EU Member State and be legally valid, and binding and enforceable against the guarantor. \((\text{Amendment 10 October 2010})\)

- A copy of the guarantee must be submitted to the Bank of Finland in advance to determine the eligibility of the credit claim in the event that the guarantor is a public entity entitled to levy taxes.

- In the event that the guarantor is not a public entity entitled to levy taxes, a legal confirmation concerning the legal validity, binding effect and enforceability of the collateral must be submitted to the Bank of Finland.

- The legal confirmation will have to be submitted in a form and with substance acceptable to the Eurosystem before the asset supported by the guarantee can be considered eligible. Further information on the legal confirmation that conforms to Finnish legislation can be obtained from the Bank of Finland. The legal confirmation should also state that the guarantee is not a personal one, only enforceable by the creditor of the credit claim. If the guarantor is established in a jurisdiction other than the one of the law governing the guarantee, the legal confirmation must also confirm that the guarantee is valid and enforceable under the law governing the establishment of the guarantor.

  The legal confirmation should be submitted for review to the national central bank in the

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\(^{39}\) If the counterparty has chosen an ECAI as a credit assessment source, it may use the first-best rule.

\(^{40}\) For specific credit assessment systems, the credit quality threshold can be adjusted following the performance monitoring process (see Section 3.2.1.10).
jurisdiction of the law governing the credit claim. The requirement of enforceability is subject to any insolvency or bankruptcy laws, general principles of equity and other similar laws and principles applicable to the guarantor and generally affecting creditors’ rights against the guarantor.

**Non-marketable retail mortgage-backed debt instruments**

The high credit standards for non-marketable RMBDs must be in line with a credit assessment of credit quality step 2 of the Eurosystem’s harmonised rating scale.\(^{41}\) (Amendment 1 January 2011)

3.2.1.8 **Marketable assets without a public credit assessment**

In the absence of an acceptable ECAI credit assessment for marketable assets, ie bonds and commercial paper, or a comparable indicator of fulfilment of high credit standards as specified in Section 3.2.1.6, high credit standards can be established on a case-by-case basis and accepted as collateral for each counterparty bank. First, these assets must fulfil the eligibility criteria for marketable assets (see Section 3.2.1.2), except for the issuer’s sector and place of establishment. They are subject to the following rules: issues by companies operating in the financial and insurance sectors are not accepted and the place of establishment of the issuer must be the euro area. Second, they must fulfil the same high credit standard criteria as non-marketable assets (see Section 3.2.1.7).

If the counterparty bank has selected in advance an internal ratings-based (IRB) system as their source of credit assessment information and has used it in assessing the issuer’s fulfilment of eligibility criteria, it must contact the Bank of Finland to establish the eligibility of each issue. The Bank of Finland’s contact information can be found in Annex 9.

The Bank of Finland must be contacted before counterparty banks use their preferred credit assessment source (IRB or RTs, third-party providers’ rating tools) in the assessment of credit claims and marketable assets that do not have an ECAI credit assessment. The application procedure concerning the introduction of IRB systems is described in Section 3.2.1.9. The use of RTs is also subject to assessment and approval by the Eurosystem of the respective system concerned.

Counterparties are obliged to notify the Bank of Finland, without delay, of changes in the issuer’s credit assessment, based on either IRB or RTs. In the event that a counterparty chooses to discontinue the use of the issues in question as collateral for a longer period of time and so does not wish to notify the Bank of Finland of changes in assessments, the Bank of Finland must be informed of the discontinuation accordingly.

3.2.1.9 **Acceptance criteria for credit assessment systems**

The ECAF builds on credit assessment information from four sources. Under each source, there might be a set of credit assessment systems. The sources are external credit assessment institutions (ECAs), counterparties’ internal ratings-based (IRB) systems, third-party providers’ rating tools (RTs) and national central banks’ in-house credit assessment systems. Assessment systems include individual operators’ systems, such as the system of a single ECAI or a single bank’s internal ratings-based system.

The accepted ECAs, ICASs and third-party RTs and their providers are listed on the ECB’s website (www.ecb.europa.eu).\(^{42}\) The Bank of Finland does not have an in-house credit as-

\(^{41}\) See the Eurosystem’s harmonised rating scale, published on the ECB’s website (www.ecb.europa.eu).
\(^{42}\) The Eurosystem only publishes the information in conjunction with its Eurosystem credit operations and does not assume any responsibility for its evaluation of the accepted credit assessment systems.
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assessment system. However, all the counterparties of the Eurosystem may select an ICAS based outside its home country for the credit assessment of collateral according to the selection rules set out in Section 3.2.1.7. Further information on the use of in-house credit assessment systems can be found on the websites of the respective central banks (see Annex 1).

External credit assessment institution source

The ECAI source encompasses those institutions whose credit assessments may be used by credit institutions for determining the risk weight of exposures according to the CRD. For the purposes of the ECAF, the general acceptance criteria for ECAIs are the following:

- ECAIs must be formally recognised by the relevant EU supervisory authority for the euro area countries in which they will be used, in line with the CRD.
- ECAIs must fulfil operational criteria and provide relevant coverage so as to ensure the efficient implementation of the ECAF. In particular, the use of their credit assessments is subject to the availability to the Eurosystem of information on these assessments, as well as information for the comparison and the assignment (mapping) of the assessments with the ECAF credit quality steps and the credit quality threshold and for the implementation of performance monitoring (see Section 3.2.1.10).

An ECAI participating in the ECAF is subject to the Eurosystem performance monitoring process (see section 3.2.1.10). Together with the performance monitoring data submitted, a signed certification from the CEO, or authorised signatory with responsibility for the audit or compliance function within the ECAI, of the ECAI confirming the accuracy and validity of the performance monitoring information must also be submitted. (Amendment 3 January 2013)

The Eurosystem reserves the right to decide whether it accepts an ECAI for its lending operations, making use, among other factors, of its performance monitoring process.

The ECAIs used by the Eurosystem are listed in Annex 2.

Counterparties must notify the Bank of Finland in advance of their intention to use ECAI assessments in assessing the risk of credit claims offered as collateral. The relevant form can be obtained from the Bank of Finland (contact details in Annex 9).

Internal ratings-based system source

Counterparties intending to use an IRB system to assess the credit quality of the debtors or guarantors of credit claims (or issuers without an ECAI rating) must obtain prior permission from the Bank of Finland. For this purpose, they must file a request, which can be obtained from the Bank of Finland (contact details in Annex 9), together with the following documents:

- A copy of the decision of the relevant financial supervisory authority within the EU authorising the counterparty to use its IRB system for capital requirements purposes on a consolidated or unconsolidated basis, together with any specific conditions for such use. Such a copy is not requested when such information is transmitted directly by the relevant financial supervisory authority to the Bank of Finland.
- Information on its approach to assigning probabilities of default to debtors, as well as data on the rating grades and associated one-year probabilities of default used to determine eligible rating grades.
- A copy of the Pillar 3 (market discipline) information that the counterparty is required to

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43 If necessary, the listed documentation should be translated in a working language of the home national central bank.
The rules for counterparties and customers include:

- The name and the address of both the competent financial supervisory authority and the external auditor.

The request has to be signed by the counterparty’s chief executive officer (CEO), chief financial officer (CFO) or a manager of similar seniority, or by an authorised signatory on behalf of one of them.

The above provisions apply to all counterparties regardless of their status – parent, subsidiary or branch – and regardless of whether the endorsement of the IRB system comes from the supervisor in the same country (for a parent company and possibly for subsidiaries) or from a financial supervisor in the home country of the parent (for branches and possibly for subsidiaries).

Any branch or subsidiary of a counterparty may rely on the IRB system of its parent if the Bank of Finland has accepted the use of the IRB system for ECAF purposes.

Counterparties using an IRB system as described above are also subject to the Bank of Finland performance monitoring process (see Section 3.2.1.10). In addition to the information requirements for this process, counterparties are under an obligation to communicate to the Bank of Finland the following information on an annual basis (or as and when required by the Bank of Finland) unless such information is transmitted directly by the relevant financial supervisory authority:

- a copy of the most up-to-date assessment of the counterparty’s IRB system by the counterparty’s financial supervisory authority translated in a working language of the home national central bank;
- any changes to the counterparty’s IRB system recommended or required by the financial supervisory authority, together with the deadline by which such changes must be implemented;
- the annual update of the Pillar 3 (market discipline) information that the counterparty is required to publish on a regular basis in accordance with the requirements of the Basel II framework and the CRD.
- contact information of the competent financial supervisory authority and the external auditor.

This yearly communication has to be signed by the counterparty’s CEO, CFO or a manager of similar seniority, or by an authorised signatory on behalf of one of them. The relevant financial supervisory authority and, where applicable, the external auditor of the counterparty receive a copy of this letter from the Bank of Finland.

Third-party rating tool source

The RT source consists of entities that assess the credit quality of debtors by using primarily quantitative models in a systematic and mechanical manner, relying among other information on audited accounts, and whose credit assessments are not intended for general public disclosure. An RT provider, established in Finland, wishing to participate in the ECAF has to submit a request to the Bank of Finland, using the template provided by the Eurosystem, supplemented by additional documentation as specified in the template. Counterparties wishing to use a specific RT provider for ECAF purposes that is not accepted by the Eurosystem have to submit a request to the Bank of Finland, using the template provided by the Eurosystem, supplemented by additional documentation as specified in the template. The template can be obtained from the Bank of Finland (contact details in Annex 9). The Eurosystem decides whether to accept the RT provider based on evaluation of compliance with the acceptance cri-
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3.2.1.10 Performance monitoring of credit assessment systems

The Bank of Finland as part of the Eurosystem monitors the quality of the ratings by its eligible credit assessment systems. The performance monitoring process consists of annual estimates and comparisons between observed and estimated default rates as follows. (Amendment 3 January 2013)

(a) An analysis is conducted of the observed default rates for all eligible entities and/or instruments rated by the credit assessment system. These entities and/or instruments are grouped into static pools based on certain characteristics, e.g., credit rating, asset class, industry sector or credit assessment model.

(b) The PDs assessed a year earlier are compared with the appropriate credit quality threshold of the Eurosystem given by the benchmark PD. The Eurosystem has defined two benchmark PDs for its monitoring purposes: a 0.10% PD over a one year horizon, which is considered equivalent to a credit assessment of credit quality step 2; and a 0.40% PD over a one year horizon, which is considered equivalent to a credit assessment of credit quality step 3.

The comparison undertaken in the monitoring process ensures that the mapping of the ratings provided by the credit assessment system to the Eurosystem harmonised rating scale remains appropriate and that the results from credit assessments are comparable across systems and sources. (Amendment 3 January 2013)

Those responsible for credit assessment systems must compile information for Eurosystem monitoring purposes at the initial and final stages of the 12-month monitoring period. At the beginning of the period, the credit assessment system provider must compile the list of entities and instruments with credit assessments that satisfy the Eurosystem credit quality threshold. In Finland, the list must be submitted to the Bank of Finland, using a template that includes identification, classification and credit assessment-related fields for the entities and/or instruments. After the monitoring period, the credit assessment system provider must update the performance data provided at the beginning of the period. The Bank of Finland then assesses the performance of the system. The Bank of Finland as part of the Eurosystem may request any additional information required to conduct such performance monitoring. (Amendment 3 January 2013)

44 The acceptance criteria are listed on the ECB’s website (www.ecb.europa.eu).
45 The counterparty must inform the RT provider promptly about any credit event that may indicate a deterioration of the credit quality.
The observed-default rates recorded over a one-year horizon serve as input to the ECAF performance monitoring process, which comprises an annual rule and a multi-period assessment. In case of a significant deviation between the observed default rate of the static pools and the credit quality threshold over an annual and/or a multi-annual period, the Bank of Finland as part of the Eurosystem consults the credit assessment system provider to analyse the reasons for that deviation. This procedure may result in a correction of the credit quality threshold applicable to the system in question.

The Eurosystem may decide to suspend or exclude the credit assessment system in cases where no improvement in performance is observed over a number of years. In addition, in the event of an infringement of the rules governing the ECAF, the credit assessment system will be excluded from the ECAF. If inaccurate or incomplete information is provided by a representative of the credit assessment system for the purposes of performance monitoring, the Eurosystem may abstain from exclusion in case of minor irregularities. (Amendment 3 January 2013)
3.2.2 Collateral management

3.2.2.1 Collateral held in the pooling system

In its collateral management, the Bank of Finland primarily uses a pooling system. This means
that the Bank of Finland collects all of a counterparty’s eligible domestic and foreign assets
into a pool that covers the counterparty’s total collateral requirement. The Bank of Finland pro-
vides counterparty access to the BoF-CMS-Cola collateral management system. Monetary
policy counterparts and PM account holders with intraday credit are required to use the BoF-
CMS-Cola system. More detailed guidance on the use of the system is provided in the extra-
net service for customers. (Amendment 1 December 2014)

A counterparty’s total collateral requirement consists of the combined requirements for open
market operations transacted with the Bank of Finland and the marginal lending facility, in-
cluding interest thereon; and the intraday overdraft limit on its PM account at the Bank of Fin-
land. Individual collateral assets are not linked to specific credit operations; rather the asset
pool serves as collateral for all credits received and the PM account limit. The Bank of Finland
grants a credit to a counterparty or raises its PM account limit provided that the subsequent
total value of the counterparty’s pool of assets is at least equal to the total collateral require-
ment.

A pool consists of domestic and foreign assets. These collateral assets may be marketable
debt instruments or non-marketable credit claims (bank loans).1 Domestic marketable assets
are managed via book-entry accounts opened in the Bank of Finland’s book-entry register.
Domestic non-marketable credit claims are handled according to the Bank of Finland’s own
procedures. In contrast, foreign assets are processed using the CCBM system or links be-
tween central securities depositories, as approved by the ECB. (Amend-
ment 2 February 2015)

In calculating the total collateral value of its pool, a Bank of Finland counterparty must take
account of applicable valuation haircuts.

Legally, the procedure constitutes collateralised lending, with the collateral being pledged to
the Bank of Finland. This requires conclusion of a pledge agreement with the Bank of Finland.
When foreign collateral assets are used, it may be necessary to apply other procedures if
pledging is not possible. Foreign collateral assets can also be managed via the triparty collat-
eral management service, which requires the conclusion of the related agreements. (Amend-
ment 1 December 2014)

3.2.2.2 Domestic marketable assets

The Bank of Finland administers domestic marketable assets in a counterparty’s pool using
the counterparty’s book-entry accounts in the Bank of Finland’s book-entry register. (Amend-
ment 2 February 2015)

Instruments related to the account holder through close links or defined as having bank-spe-
cific eligibility to the benefit of another bank (debt instruments without public credit rating) may
not be used as collateral. Notwithstanding separately specified quality requirements for collat-
eral assets, cash may be temporarily accepted as collateral for holding in the account on an
intraday basis.

3.2.2.3 Foreign marketable assets

Correspondent central banking model2

The national central banks and the ECB have developed a mechanism to ensure that all eligi-
ble marketable assets issued in other Member States can be used on a cross-border basis to

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1 Non-marketable retail mortgage-backed debt instruments are defined as assets eligible for inclusion in the Single
List. Currently, instruments in this asset class are only used in Ireland.

2 A more detailed description of the correspondent central banking model can be found on the ECB’s website, in the
document ‘Correspondent central banking model (CCBM), procedures for Eurosystem counterparties’. (Amend-
ment 26 May 2014)
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collateralise open market operations, marginal lending facilities and intraday credits. The mechanism is called the correspondent central banking model (CCBM).

The CCBM enables national central banks to act as correspondents and custodians for one another (and for the ECB) in respect of assets accepted in their local depositary, triparty agent or securities settlement system (SSS). Specific solutions can be used for non-marketable assets, i.e. credit claims and residential mortgage-backed debt instruments, which cannot be transferred through a securities settlement system. The CCBM may be used to collateralise all kinds of Eurosystem credit operations. In addition to the CCBM, counterparties can use eligible links between SSSs for the cross-border transfer of marketable assets in a local SSS.\(^3\) Counterparties may also use eligible links between SSSs in combination with the CCBM (see below "Links between central securities depositaries"). Moreover, the CCBM (incl. CCBM with links) is used as a basis for the cross-border use of triparty collateral management services. (Amendment 26 May 2014)

In delivering eligible marketable assets issued in another euro area Member State for its pool at the Bank of Finland in accord with the CCBM, the counterparty must specify the assets in writing by indicating their ISIN or other identifying codes, their quantity and the foreign custodian used by the counterparty. At the same time, the counterparty must also instruct its foreign custodian to transfer the assets to the appropriate correspondent central bank as soon as possible, for holding on the Bank of Finland’s account.

Once the Bank of Finland is informed by the correspondent central bank that a transfer has been completed and that all requirements of a legally valid pledge have been met, the assets can be considered pledged to the Bank of Finland and added to the pool of the counterparty.

If the counterparty wishes to withdraw foreign marketable assets from its pool or replace such assets by others, it must so inform the Bank of Finland in writing and instruct its custodian to take the necessary action. The Bank of Finland transfers the assets to the custodian indicated by the counterparty. However, such withdrawal or replacement shall not result in a collateral deficit in the counterparty’s pool. Foreign marketable assets are valued by the Bank of Finland daily by 12 noon on the basis of price data received from Common Eurosystem Pricing Hub (CEPH) and the calculation rules based on current risk control systems. If the valuation results in a collateral deficit in a counterparty’s pool, the counterparty must cover the deficit without delay after being so informed by the Bank of Finland. (Amendment 1 December 2014)

Any redemptions and coupon payments related to foreign marketable assets pledged to the Bank of Finland will be paid to the counterparty, provided that such payment does not result in a collateral deficit in the counterparty’s pool.

The CCBM is available for counterparties (both for marketable and non-marketable assets) from 10 a.m. to 5 p.m. on each TARGET2 business day. A counterparty wishing to make use of the CCBM must advise the national central bank (NCB) from which it wishes to receive credit, i.e. its home NCB, before 5 p.m. Furthermore, the counterparty must ensure that the collateral for securing monetary policy operations is delivered to the account of the correspondent central bank by 5.45 p.m. at the latest. Instructions or deliveries not respecting this deadline can only be handled according to best effort-basis and may be considered for credit given on the following TARGET2 business day. When the counterparties foresee a need to use the CCBM late in the day, they should, where possible, deliver the assets in advance. In exceptional circumstances or when required for monetary policy purposes, the ECB may decide to extend the CCBM’s closing time until the TARGET2 closing time, in cooperation with central securities depositories, taking into account their possibilities to extend their deadlines for marketable assets. (Amendment 26 May 2014)

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\(^3\) Eligible assets may be used through an account of a central bank in an SSS located in a country other than that of the central bank in question if the Eurosystem has approved the use of such an account. Since 1999, De Nederlandsche Bank has been authorised to use its account with Euroclear Bank to settle collateral transactions in the Eurobonds issued in that international central securities depository (ICSD). Since 2000, the Central Bank of Ireland has been authorised to open such an account with Euroclear Bank. This account can be used for all eligible assets held in Euroclear Bank, i.e. including eligible assets transferred to Euroclear Bank through eligible links. (Amendment 26 May 2014)
In addition to the CCBM, eligible links between EEA SSSs can be used for the cross-border transfer of marketable assets.

A direct or relayed link between two SSSs allows a participant in one SSS to hold securities issued in another SSS without being a participant in that other SSS⁴. Before these links can be used to transfer collateral for Eurosystem credit operations, they have to be assessed and approved by the Eurosystem against the standards and assessment procedures described in the document “Eurosystem User Assessment Framework”. (Amendment 26 May 2014)

From a Eurosystem perspective, the CCBM and the links between EEA SSSs fulfil the same role of allowing counterparties to use collateral on a cross-border basis, i.e. both enable counterparties to use collateral to obtain credit from their home NCB, even if this collateral was issued in an SSS of another country. The CCBM and the links between SSSs perform this function in different ways. In the CCBM, the cross-border relationship is between the NCBs. They act as custodians for one another. Using the links, the cross-border relationship is between the SSSs. They open omnibus accounts with one another. Assets deposited with a correspondent central bank can only be used to collateralise Eurosystem credit operations. Assets held through a link can be used for Eurosystem credit operations, as well as for any other purpose selected by the counterparty. When using links between SSSs, the counterparties hold the assets on their own account with their home SSS and have no need for a custodian. (Amendment 26 May 2014)

**Correspondent central banking model with links**

It is also possible for counterparties to use direct and relayed links in combination with the CCBM for the cross-border transfer of eligible marketable assets. In using links between SSSs in combination with the CCBM, counterparties hold securities issued in the issuer SSS on an account with the investor SSS, directly or through a custodian. In the case of relayed links, a third SSS may act as an intermediary SSS. (Amendment 26 May 2014)

These securities can be issued in a non-euro area EEA CSD, provided that the Eurosystem has approved the link between the issuer SSS and the investor SSS, in accordance with the standards and definitions of the document “Eurosystem User Assessment framework”. (Amendment 26 May 2014)

If eligible assets are transferred through a combination of the CCBM and links, counterparties need to ensure that the securities are transferred to the account of the relevant investor SSS by 5 p.m. on the settlement date, in order to safeguard the same day settlement of operations. (Amendment 26 May 2014)

Any request for transfer received by the home NCB from their counterparties after 5 p.m. or any request for the delivery of eligible assets to an account at the relevant Investor CSD after 5 p.m. will be handled on a best-effort basis with the settlement deadlines of the involved CSDs. (Amendment 26 May 2014)

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⁴ A link between two SSSs consists of a set of procedures and arrangements for the cross-border transfer of securities through a book-entry process. A link takes the form of an omnibus account opened by an SSS (the investor SSS) in another SSS (the issuer SSS). A direct link implies that no intermediary exists between the two SSSs. Relay links between SSSs may also be used for the cross-border transfer of securities to the Eurosystem. A relayed link is a contractual and technical arrangement that allows two SSSs not directly connected to each other to exchange securities transactions or transfers through a third SSS acting as the intermediary.

⁵ A list of the approved links can be found at ECB’s website [www.ecb.europa.eu/paym/coll/coll/ssslinks/htm/index.en.html](www.ecb.europa.eu/paym/coll/coll/ssslinks/htm/index.en.html)
Correspondent central banking model and triparty collateral management services

The CCBM (incl. the CCBM with links) is also used as a basis for cross-border triparty collateral management services, meaning that Member States’ home NCBs providing Eurosystem cross-border triparty collateral management services act as custodians for those home NCBs in other Member States whose counterparties have requested the cross-border use of the triparty collateral management services in question. The relevant agent providing triparty services is subject to approval from the Eurosystem. (Amendment 29 September 2014)

The cross-border use of triparty collateral management services allows counterparties to increase or decrease the aggregate amount (hereinafter referred to as the “Global amount”) of collateral assets delivered to their home NCBs. (Amendment 29 September 2014)

Links between central securities depositories

Eligible marketable assets held with a central securities depository located in another Eurosystem country can be transferred to a central securities depository in a counterparty’s home country via a link approved by the ECB, without requiring that the counterparty be a member of the concerned foreign central securities depository. A list of links approved by the ECB is available from the ECB’s website (www.ecb.europa.eu/paym/coll/coll/html/sss.en.html).

3.2.2.4 Domestic non-marketable assets

3.2.2.4.1 Principles for the use of domestic credit claims (bank loans) as collateral

All Eurosystem national central banks have developed procedures for managing domestic credit claims, in accordance with the requirements of its national legislation and operating environment. A detailed description of required measures for using credit claims subject to Finnish law as collateral is provided in subsection 3.2.2.4.2 ‘Bank of Finland’s operative procedures for use of credit claims as collateral’.

Prior to the use of credit claims as collateral, Bank of Finland counterparties must ensure that they fulfil such technical and operative requirements as are listed in subsection 3.2.2.4.2 for use of credit claims as collateral and that all credit claims that they submit as collateral meet the legal and other requirements stated in section 3.2.1.

In order to use credit claims as collateral, a counterparty must provide details of each credit claim it uses as collateral to the Bank of Finland, which manages such credit claims in its own systems. The counterparty undertakes to provide timely information on credit claims it submits as collateral and to observe the instructions in subsection 3.2.2.4.2 for addition of credit claims to the counterparty’s pool of assets, update of previously supplied details of credit claims and for withdrawal of credit claims from the pool.

In order to pledge credit claims, a counterparty must, under Finnish law, either give the debtor an ex ante notification of the use of a credit claim as collateral and inform the Bank of Finland accordingly if the credit claim qualifies as an ordinary promissory note, or make a separate endorsement on the credit document if the credit claim qualifies as a negotiable promissory note.

During the time when credit claims are being used as collateral, they constitute part of the counterparty’s pool, in the manner of marketable eligible assets. For administrative reasons, the handling of credit claims may be slower than that of marketable eligible assets. Counterparties must therefore be prepared to submit other collateral assets, if necessary, to cover any collateral deficits that may arise from the use of credit claims.

The Bank of Finland applies to credit claims the eligibility and other criteria stated in section 3.2.1, as well as the risk control measures described in section 3.2.3. National central banks are obliged to take certain ex post verification measures because of the use of credit claims as collateral.
3.2.2.4.2 Bank of Finland's operative procedures for use of credit claims as collateral

In submitting credit claims subject to Finnish law as collateral, counterparties must comply with the following procedures defined by the Bank of Finland.

Measures prior to the use of credit claims as collateral

The use of claims as collateral requires that the following technical and operative measures have been taken.

The counterparty has
- signed a separate pledge agreement on credit claims with the Bank of Finland
- obtained approval from the Bank of Finland for the system(s) it uses to assess debtors' creditworthiness
- submitted to the Bank of Finland a description of the procedures by which the counterparty intends to provide the Bank of Finland with details of credit claims used as collateral and of the procedures by which the counterparty intends to preserve credit claims pledged to the Bank of Finland
- submitted to the Bank of Finland the required specimen signatures for the following operative measures: i) sending of a notice of pledge, ii) signing of endorsements of credit claims for transfer to the benefit of the Bank of Finland as pledge (in respect of negotiable promissory notes) and iii) signing of ex ante notifications to debtors (in respect of ordinary promissory notes), as well as iv) signing of quarterly certifications
- submitted to the Bank of Finland information on the static pool of eligible debtors (see section 3.2.1.10), if the counterparty intends to use an internal ratings based assessment method
- undertaken the necessary testing with the Bank of Finland.

Use of credit claims as collateral

In order to use credit claims as collateral, a counterparty must provide details of such credit claims to the Bank of Finland, which manages them in its own systems. The form used for submitting credit claim details (‘notification of pledge concerning credit claims’) is provided in Annex 5. The form specifies the information required on each credit claim. In addition to the required information, the counterparty must indicate on the form the measures taken regarding the credit claims: addition of a new credit claim to the counterparty's pool of assets, update of previously supplied credit claim details or withdrawal of credit claims from the pool.

When the counterparty provides details of a new credit claim to the Bank of Finland in order to use the credit claim as collateral, the Bank of Finland will enter the information in its own registers. Prior to addition of the credit claim to the counterparty's pool, the measures related to its pledging must have been duly completed (see subsection 'Pledge of credit claims and unwinding of pledge').

The counterparty must update the details of credit claims in its collateral pool whenever changes occur eg due to early, partial or full repayment of a credit claim or because of changes in debtors' creditworthiness or material changes in the conditions of credit claims. The Bank of Finland must be immediately notified of such changes, using the form 'notification of pledge concerning credit claims'; in no case later than the next banking day. If a change in the details of a credit claim leads to ineligibility of a claim, the counterparty must, instead of submitting updated details, request withdrawal of the claim from its pool of assets. If a change concerning one debtor affects more than one credit claim used as collateral, the counterparty must update the details of all such credit claims. If changes made to the conditions of a credit claim are so fundamental that the credit claim can no longer be considered the same claim, the old credit claim must first be withdrawn from the counterparty's pool and a new pledge signed in respect of the new credit claim.

If the counterparty wishes to withdraw a credit claim from its collateral pool, it must inform the Bank of Finland, using the form 'notification of pledge concerning credit claims' and choosing ‘unwinding of pledge’ as the measure to be taken. This will initiate the withdrawal of the credit
claim from the counterparty’s pool, after which the credit claim no longer serves as collateral. After this, the counterparty must take due measures related to the unwinding of the pledge (see subsection ‘Pledge of credit claims and unwinding of pledge’).

In withdrawing credit claims from its pool of assets or sending updated details of credit claims that reduce the collateral value of credit claims, the counterparty must ensure that such measures do not lead to a collateral deficit in its pool.

The counterparty may send the form required for submission of credit claim details to the Bank of Finland by fax. Alternatively, counterparties may provide the required information via SWIFTNet FileAct using an electronic template/format message specified by the Bank of Finland in separate instructions. The counterparty may request further instructions for the introduction of the template/format message from the Bank of Finland. If the template/format message does not comply with the current Bank of Finland specifications, the Bank of Finland shall not be liable for any possible damages arising therefrom.

The counterparty may send credit claim details to the Bank of Finland during the opening hours of TARGET2- Suomen Pankki; but data to be updated on the same day must be delivered by 17.00 Finnish time (16.00 CET). The Bank of Finland updates information on credit claims already serving as collateral and withdraws credit claims from the counterparty’s pool, per the counterparty's instructions, on the day the instructions arrive at the Bank of Finland. Normally, additions of new credit claims to a counterparty’s pool of assets are also made during the same day. However, additions of credit claims require, in addition to submission of credit claim information, finalisation of the pledging procedure. If, for administrative reasons, the handling of a new credit claim requires more time and the Bank of Finland is unable to add the new credit claim to the counterparty's pool on the day of submission of credit claim information, the Bank of Finland will inform the counterparty thereof and the addition will be made as soon as possible.

**Pledge of credit claims and unwinding of pledge**

Under Finnish legislation, the measures required for pledging credit claims depend on the juridical type of the underlying promissory notes.

The precondition for using ordinary promissory notes as collateral is that the debtor (and guarantor, if any) has been notified in advance of their use as collateral (ex ante notification). The counterparty must submit the notification to the debtor in a manner agreed with the debtor. The notification must state that payments of interest and principal will continue to be made to the counterparty. The counterparty must submit a copy of the notification to the Bank of Finland after the notification has become effective according to the time limits agreed between counterparty and debtor. The credit claim can be added to the counterparty’s pool of assets as soon as the Bank of Finland has received a copy of the notification. Similarly, when the counterparty notifies the Bank of Finland of withdrawal of a credit claim from its pool and the pledge between the parties concerned is considered to be terminated, the Bank of Finland will give written permission to the counterparty to notify the debtor (and guarantor, if any) of termination of the pledge.

The precondition for using negotiable promissory notes as collateral is that the counterparty makes a separate endorsement on the original credit documents to the benefit of the Bank of Finland. A copy of the endorsement must be delivered to the Bank of Finland.

Upon termination of the pledge, the original endorsement must be delivered by mail, as a registered letter, to the Bank of Finland, who, in turn, transfers the credit documentation back to the counterparty. After this, the Bank of Finland delivers the original endorsement by mail back to the counterparty.

Counterparties must preserve credit documents and endorsements on their premises with due diligence and due care.

Despite pledging, the customer relationship between counterparty and debtor remains unchanged, that is, the debtor continues to make payments of interest and principal to the counterparty. In the event of a counterparty default or failure to fulfil an obligation for which the credit claim serves as collateral, the Bank of Finland will deliver an ex post notification to the debtor, indicating the use of the credit claim as collateral to the benefit of the Bank of Finland.
and requesting the debtor to make future payments of interest and principal on the credit claim to the Bank of Finland. In such a case, the counterparty must deliver all necessary documents to the Bank of Finland.

If a credit claim is secured by collateral that requires a particular management agreement, the counterparty must contact the Bank of Finland well in advance in order to agree on the matter separately.

**Verification of the existence and details of credit claims**

The Bank of Finland will verify the existence and details of credit claims submitted as collateral, in accordance with Eurosystem rules as follows:

- Prior to using credit claims as collateral, the counterparty must submit to the Bank of Finland, for verification purposes, a description of the procedures the counterparty intends to apply when providing the Bank of Finland with details of credit claims submitted as collateral and of the procedures according to which the counterparty intends to preserve credit claims pledged to the Bank of Finland.
- The Bank of Finland will send to the counterparty a quarterly summary of credit claims it has submitted as collateral. The counterparty must check the information, sign the accompanying certification and return it to the Bank of Finland.
- The Bank of Finland will from time to time verify, through random checks, the accuracy and timeliness of details of credit claims submitted as collateral. In general, the Bank of Finland will notify the counterparty in advance of such investigation visits and of the date for which credit claim details will be verified.

**3.2.2.5 Foreign non-marketable assets**

Bank of Finland counterparties may also use as collateral such non-marketable assets as are governed by the law of a euro area Member State other than Finland. These foreign credit claims (and in principle, also non-marketable retail mortgage-backed debt instruments\(^6\)) may be used as collateral according to the correspondent central banking model (CCBM) described in section 3.2.2.3. The central bank of the country whose legislation is applied to the credit claims will act as correspondent central bank.

The general CCBM principles apply to the use of foreign credit claims as collateral, but the detailed procedures applied in each particular country are defined by the correspondent central bank in compliance with the country's legal requirements. If Bank of Finland counterparties use such foreign credit claims as collateral, they must deliver the information required for their use as collateral to the relevant correspondent central bank and ensure a legally valid pledge of the credit claims, according to instructions from the correspondent central bank.

Bank of Finland counterparties must also take into account that if credit claims – even if they are credit claims subject to Finnish law – have been granted to foreign debtors, their use as collateral may require specific measures under foreign legislation. In such cases, the central bank of the country where the debtor is located acts as an assisting central bank and provides, as necessary, information on additional measures that may be required under the legislation of the country concerned.

Each Eurosystem national central bank has issued Terms and Conditions to be observed by foreign counterparties whenever such central bank assumes the role of a correspondent central bank or assisting central bank. In order to use as collateral credit claims that are governed by the law of a euro area Member State other than Finland or credit claims that have been granted to debtors located in euro area Member States other than Finland, Bank of Finland counterparties can access the Terms and Conditions published by the correspondent central banks on their respective websites.

Similarly, should any counterparties located in a euro area Member State other than Finland wish to use as collateral credit claims that are governed by the law of Finland or credit claims that have been granted to debtors located in Finland, the counterparties must observe the

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\(^6\) Currently, non-marketable retail mortgage-backed debt instruments are only used in Ireland.
3.2.2.6 Margin calls in a pooling system

A counterparty's total collateral requirement (PM account limit + credits, incl. interest) depends on the types of its open market operations, its marginal lending facilities and any changes to the PM account limit, as well as on daily fluctuations in the value of assets supplied by the counterparty. The Bank of Finland ensures, via its own collateral management system, that a counterparty cannot make changes to its commitments without adequate collateral. The daily valuation of assets (including partial or full repayments of credit claims) may, however, result in a collateral deficit in the counterparty's pool. If so, the counterparty must cover the deficit without delay, e.g. by:

a) Increasing the amount of the domestic marketable assets in the counterparty’s book-entry account in the Bank of Finland’s book-entry register. (Amendment 2 February 2015)

b) Lowering the PM account limit if it is not being fully used.

c) Supplying foreign marketable assets in accord with the CCBM procedure or a link. This arrangement may, however, be so time-consuming that, in practice, it cannot be considered suitable for handling collateral deficits that require prompt action. Thus, when a counterparty wishes to use foreign assets as collateral, the counterparty must always see to it that an adequate margin exists between the total collateral requirement and the collateral value of the asset pool.

d) Supplying credit claims as collateral. Submission of both domestic and foreign credit claims for use as collateral may, however, be so time-consuming that, in practice, it cannot be considered suitable for handling collateral deficits that require prompt action. Thus, when a counterparty wishes to use credit claims as collateral, the counterparty must always see to it that an adequate margin exists between the total collateral requirement and the collateral value of the asset pool.

e) In exceptional cases, the Bank of Finland may reduce the PM account limit if the limit is not in full use and the counterparty itself has not reduced the limit. (Amendment 1 December 2014)

3.2.2.7 Exceptional procedures for foreign assets

3.2.2.7.1 Taxation of foreign marketable debt instruments and related corporate actions

The counterparty is responsible for knowing the taxation principles applicable to foreign debt instruments used as collateral. If the counterparty uses as collateral under the correspondent central banking model (CCBM) debt instruments on which the interest income is subject to withholding tax, the counterparty must be able to prove its tax status. The correspondent central bank involved may, prior to the coupon detachment date, request that the Bank of Finland provide it with documentation certifying the tax status. The Bank of Finland will forward the request to the counterparty, which should deliver the documentation to the Bank of Finland by the specified deadline.

The Bank of Finland will forward the documentation required for taxation purposes to the correspondent central bank to the best of its ability, consistent with due diligence. If, despite this, damage is caused or the counterparty fails to submit the required documentation or there are defects in the documentation submitted, the Bank of Finland shall not assume responsibility for any tax withholding or tax reimbursement consequences.

The Bank of Finland recommends that, at the time of coupon maturity, counterparties avoid the use of collateral assets for which the coupon payments comprise interest income subject to withholding tax.

The Bank of Finland will forward notices of corporate actions from the correspondent central bank to the counterparty. If the counterparty wishes to be party to the corporate action, the
Bank of Finland shall forward the documentation received from the counterparty to the correspondent central bank to the best of its ability, consistent with due diligence.

### 3.2.2.7.2 Taxation concerning marketable debt instruments issued by entities established in non-EEA G-10 countries and related corporate actions

In addition to what is provided in section 3.2.2.7.1 above concerning taxation procedures related to foreign marketable debt instruments, the counterparty must take account of any particular tax-related matters concerning debt instruments issued by entities established in non-EEA G-10 countries. If the counterparty uses debt instruments on which the interest income is subject to withholding tax, the Bank of Finland must be provided with documentation certifying the counterparty’s own tax status in sufficiently good time prior to the use of such debt instruments as collateral. The counterparty must also ensure that the submitted documentation is up-to-date. In order to ensure smooth functioning of operational processes, the counterparty may use only such collateral assets in respect of which the counterparty is itself the beneficial owner or in respect of which it acts as Qualified Intermediary (the latter option concerns only US issues).  

Counterparties that intend to use as collateral debt instruments issued by entities established in non-EEA G-10 countries are requested to contact the Bank of Finland in good time for further instructions.

The Bank of Finland will forward notices of corporate actions from the correspondent central bank to the counterparty. If the counterparty wishes to be party to the corporate action, the Bank of Finland shall forward the documentation received from the counterparty to the correspondent central bank to the best of its ability, consistent with due diligence.

### 3.2.2.7.3 Earmarked repo transactions or collateral using assignment or floating charge

When using foreign assets, certain special procedures may have to be applied in order to create a legally valid security interest in the assets. Under the CCBM system, when using marketable assets, an exceptional situation may arise where pledging is not possible and it is therefore necessary to conduct an earmarked repo transaction. Similarly, in connection with foreign non-marketable assets, it may be necessary to apply procedures known as assignment or floating charge. These methods are not applicable to domestic assets.

If foreign marketable assets originate from a jurisdiction where pledging of the assets is problematic from a legal viewpoint, the Bank of Finland may exceptionally conduct an earmarked repo transaction in which the ownership right to the marketable assets is transferred. In this case, the value of the underlying assets must be at least equal to the exact amount agreed with the counterparty in the relevant tender operation.

Earmarked assets are processed largely in the same manner as in connection with the supply of pledged foreign assets to a pool administered by the Bank of Finland, ie in accord with the CCBM. The counterparty requests its foreign custodian to transfer the assets to the appropriate correspondent central bank for holding in the Bank of Finland’s account. After the correspondent central bank has informed the Bank of Finland that it has received the assets in question, the Bank of Finland may transfer the funds to the counterparty’s PM account.

In the Bank of Finland’s collateral management system, each earmarked repo transaction is processed separately and these assets are not included in counterparties’ pools of assets. Earmarked assets are valued in the same manner as pledged assets. If a daily valuation of the assets results in a collateral deficit, the deficit can be covered from the counterparty’s pool. The underlying assets of an earmarked repo transaction can be replaced. The counterparty is responsible for ensuring that the replacement will not result in a collateral deficit at any time during the transaction.

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3 The Bank of Finland reserves the right to deviate from this principle on the basis of a separate application by the counterparty.
When using foreign non-marketable assets that cannot be pledged, it may be necessary to resort to assignment or floating charge. Further information on the practical implementation of these methods can be obtained from the central bank of the country whose legislation is applied to such non-marketable assets.

3.2.2.8 Collateral management fees

The Bank of Finland collects the following fees, as determined by the ECB, in respect of collateral (marketable and non-marketable assets) delivered via the CCBM system:

- A service fee of 0.0069% p.a. of the average nominal value of collateral.\(^5\)
- A transaction fee of EUR 30 for each addition to the pool, per collateral asset.
- A monthly fee of EUR 50 for each triparty collateral management service used and a transaction fee of EUR 30 for each change in the global amount of collateral (Amendment 1 December 2014)

The collateral management fees for book-entry accounts in the Bank of Finland’s book-entry register are similar to those charged in connection with the CCBM system. (Amendment 2 February 2015)

National tariffs determined by each Eurosystem Member State will be applied to domestic non-marketable assets. The Bank of Finland charges a handling fee for using domestic credit claims, amounting to 0.0020% p.a. of the collateral value of bank loans serving as collateral.

The Bank of Finland invoices counterparties for the fees monthly in arrears.

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\(^5\) Pool factor adjusted nominal value for certain ABS and MBS-type collateral assets.
3.2.3 Collateral-related risk control and sanctions

3.2.3.1 Introduction

Risk control measures are applied to the assets underlying Eurosystem credit operations in order to protect the Eurosystem against the risk of financial loss if underlying assets have to be realised owing to the default of a counterparty.

The Eurosystem, including the Bank of Finland, applies different types of risk control measures depending on the type of assets submitted by the counterparty. The risk control measures are broadly harmonised across the euro area and ought to ensure consistent, transparent and non-discriminatory conditions for any type of eligible asset across the euro area.

Valuation haircuts

The Eurosystem applies ‘valuation haircuts’ in the valuation of underlying assets. This implies that the value of the underlying asset is calculated as the market value of the asset less a certain percentage (haircut). (Amendment 10 October 2010)

Limits in relation to the use of unsecured debt instruments

The Bank of Finland, as part of the Eurosystem, applies limits to the use of unsecured debt instruments, as described in section 3.2.3.2. (Amendment 10 October 2010)

The Bank of Finland, as part of the Eurosystem, reserves the right to apply additional risk control measures if required to ensure an adequate risk protection of the Eurosystem in line with Article 18.1 of the Statute of the ESCB. Such risk control measures, which must be applied in a consistent, transparent and non-discriminatory manner, can also be applied at the level of individual counterparties if required to ensure such protection.

Other risk management methods

- Initial margins

  The Eurosystem may apply initial margins in its liquidity-providing reverse transactions. This means that counterparties would need to provide underlying assets with a value at least equal to the liquidity provided by the Eurosystem plus the value of the initial margin. (Amendment 10 October 2010)

- Limits in relation to issuers/debtors or guarantors

  The Eurosystem may apply additional limits, other than those applied to the use of unsecured debt instruments, to the exposure vis-à-vis issuers/debtors or guarantors. Such limits can also be applied to specific counterparties, in particular if the credit quality of the counterparty appears to exhibit a high correlation with the credit quality of the collateral submitted by the counterparty.

- Application of supplementary haircuts

  The Eurosystem may apply supplementary haircuts if required to ensure adequate risk protection of the Eurosystem in line with Article 18.1 of the Statute of the ESCB. (Amendment 10 October 2010)

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1 Owing to operational differences across Member States, some differences in terms of risk control measures may prevail. For instance, in respect of the procedures for counterparties’ delivery of underlying assets to the NCBs (in the form of a pool of collateral pledged with the NCB or as repurchase agreements based on individual assets specified for each transaction), minor differences may occur with regard to the timing of the valuation and other operational features of the risk control framework. Furthermore, in the case of non-marketable assets, the precision of valuation techniques may differ, which is reflected in the overall level of haircuts (see Section 3.2.3.3).
• Additional guarantees
  The Eurosystem may require additional guarantees from financially sound entities in order to accept certain assets.

• Exclusion
  The Eurosystem may exclude certain assets from use in its monetary policy operations. Such exclusion may also be applied to specific counterparties, in particular if the credit quality of the counterparty appears to exhibit a high correlation with the credit quality of the collateral submitted by the counterparty. (Amendment 10 October 2010)

3.2.3.2 Risk control measures for marketable assets

Marketable assets are subject to haircuts and uncovered bank bonds are furthermore subject to limits.

Valuation haircuts

Eligible marketable assets are allocated to one of five haircut categories, based on issuer classification and asset type. The haircut categories (in decreasing order of liquidity) are I, II, III, IV and V. The haircuts applied to debt instruments included in categories I to IV differ according to the residual maturity, coupon structure and rating of the debt instruments. Haircuts applied to category V take account of rating and asset type. (Amendment 14 September 2012)

For determining the haircut, the same credit rating is applied as for determining the credit standard (see section 3.2.1.5).

Category I
• Central government debt instruments
• Debt instruments issued by central banks

Category II
• Local and regional government debt instruments
• Jumbo covered bank bonds
• Agency debt instruments
• Supranational debt instruments

Category III
• Traditional covered bank bonds
• Debt instruments issued by corporate and other issuers
• Other covered bank bonds (Amendment 1 January 2011)

Category IV
• Credit institution debt instruments (unsecured)
• Debt instruments issued by financial corporations other than credit institutions (unsecured) (Amendment 1 January 2011)

In general, the issuer classification determines the haircut category. However, all asset-backed securities are included in category V, regardless of the classification of the issuer, and jumbo covered bank bonds are included in category II, while traditional covered bank bonds, other covered bank bonds and other debt instruments issued by credit institutions are included in category III and IV.

Debt certificates issued by the ECB and debt instruments issued by the NCBs prior to the adoption of the euro in their respective Member State are included in haircut category I.

Only instruments with an issuing volume of at least €1 billion, for which at least three market-makers provide regular bid and ask quotes, fall into the asset class of jumbo covered bank bonds.

Only marketable assets issued by issuers that have been classified as agencies by the ECB are included in haircut category II. Marketable assets issued by other agencies are included in category III or IV, depending on the issuer and asset type.

Non-UCITS compliant covered bonds, including both structured covered bonds and multi-issuer covered bonds are included in haircut category III.
Category V

- Asset-backed securities

The valuation haircuts applied to fixed coupon and zero coupon debt instruments as well as asset-backed securities are assigned in Table 1.

The valuation haircut levels applied to fixed coupon debt instruments included in categories I to IV are also applicable to inflation-indexed bonds. (Amendment 1 October 2013)

The haircut applied to debt instruments included in categories I to IV with variable rate coupons is that applied to the zero-to-one-year maturity bucket of fixed coupon instruments in Table 1. A coupon payment is considered a variable rate payment if the coupon is linked to a reference interest rate and if the resetting period corresponding to this coupon is no longer than one year. (Amendment 1 January 2011)

The haircut applied to debt instruments included in categories I to IV with variable rate coupons, for which the resetting period is longer than one year, is that applied to fixed coupon instruments in Table 1 according to the remaining life of the instrument.

The haircut applied to individual asset-backed securities (category V) shall be 10% regardless of maturity and coupon structures, if the rating is at the level of AAA to A. If the rating is at the triple B level and the security is an asset-backed security fulfilling specific eligibility criteria, a haircut of 22% shall be applied. (Amendment 1 October 2013) Asset-backed securities with a rating of triple B and accepted as collateral on a discretionary basis are subject to a haircut of 32%. (Amendment 14 September 2012)

Individual asset-backed securities, covered bank bonds (jumbo covered bank bonds, traditional covered bank bonds and other covered bank bonds) and unsecured credit institution debt instruments that are theoretically valued are subject to an additional valuation haircut. This haircut is directly applied at the level of the remaining life of the instrument in the form of a valuation markdown of 5%. (Amendment 1 January 2011)

“Own-use covered bank bonds” are subject to an additional valuation haircut. “Own-use covered bank bonds” mean bonds issued by either a counterparty or entities closely linked to it, and used in a percentage greater than 75% of the outstanding notional amount by that counterparty and/or its closely linked entities. The add-on haircut is applied to the value of the entire issuance of the individual debt instrument in the form of a valuation markdown of (a) 8% for bonds in the credit quality step 1 or 2 and (b) 12% for bonds in the credit quality step 3. (Amendment 1 November 2014)

The following valuation markdowns are applied to marketable debt instruments denominated in pounds sterling, Japanese yen or US dollars: (a) a markdown of 16% on assets denominated in pounds sterling or US dollars; and (b) a markdown of 26% on assets denominated in Japanese yen. (Amendment 9 November 2012)

The haircuts applied to marketable instruments included in categories I to IV with more than one type of coupon payment depend only on the coupon payments during the remaining life of the instrument. The valuation haircut applied to such an instrument is set equal to the highest of the haircuts applicable to debt instruments with the same residual maturity, and coupon payments of any one of the types occurring in the remaining life of the instrument are considered.
### Collateral

#### Rules on collateral management

Table 1. Levels of valuation haircuts applied to eligible marketable fixed coupon and zero coupon instruments (Categories I-IV) and asset-backed securities (Category V) *(Amendment 1 October 2013)*

<table>
<thead>
<tr>
<th>Credit quality</th>
<th>Residual maturity (years)</th>
<th>Haircut categories</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>fixed coupon</td>
<td>zero coupon</td>
</tr>
<tr>
<td>Steps 1 and 2 (AAA–A–)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-1</td>
<td>0.5</td>
<td>0.5</td>
</tr>
<tr>
<td>1-3</td>
<td>1.0</td>
<td>2.0</td>
</tr>
<tr>
<td>3-5</td>
<td>1.5</td>
<td>2.5</td>
</tr>
<tr>
<td>5-7</td>
<td>2.0</td>
<td>3.0</td>
</tr>
<tr>
<td>7-10</td>
<td>3.0</td>
<td>4.0</td>
</tr>
<tr>
<td>&gt;10</td>
<td>5.0</td>
<td>7.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step 3 (BBB+–BBB–)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-1</td>
<td>6.0</td>
<td>6.0</td>
</tr>
<tr>
<td>1-3</td>
<td>7.0</td>
<td>8.0</td>
</tr>
<tr>
<td>3-5</td>
<td>9.0</td>
<td>10.0</td>
</tr>
<tr>
<td>5-7</td>
<td>10.0</td>
<td>11.5</td>
</tr>
<tr>
<td>7-10</td>
<td>11.5</td>
<td>13.0</td>
</tr>
<tr>
<td>&gt;10</td>
<td>13.0</td>
<td>16.0</td>
</tr>
</tbody>
</table>

---

7 Individual asset-backed securities, covered bank bonds (jumbo covered bank bonds, traditional covered bank bonds and other covered bank bonds) and uncovered bank bonds that are theoretically valued in accordance with 3.2.3.4. are subject to an additional valuation haircut. This haircut is directly applied at the level of the theoretical valuation of the individual debt instrument in the form of a valuation markdown of 5%. Furthermore, issuers’ own-use covered bonds are subject to an additional valuation haircut. The haircut takes the form of a valuation markdown of 8% for bonds in the credit quality step 1 and 2 and 12% for bonds in the credit quality step 3. *(Amendment 1 November 2013)*.

8 Ratings as specified in the Eurosystem’s harmonised rating scale are published on the ECB’s website *(www.ecb.europa.eu)*.

9 This haircut is applied to asset-backed securities fulfilling specific eligibility criteria (see section 3.2.1.2).
By way of derogation from the foregoing, marketable debt instruments issued or fully guaranteed by the central government of the Hellenic Republic and the Republic of Cyprus, to which the Eurosystem’s credit quality threshold does not apply (see section 3.2.1.5), shall be subject to the specific haircuts set out in Tables 2 and 3. (Amendment 20 August)

Table 2. Haircut schedule applying to marketable debt instruments issued or fully guaranteed by the Hellenic Republic (Amendment 15 December 2014)

<table>
<thead>
<tr>
<th>Maturity bucket</th>
<th>Haircuts for fixed coupons and floaters</th>
<th>Haircuts for zero coupon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greek government bonds (GGBs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-1</td>
<td>6,5</td>
<td>6,5</td>
</tr>
<tr>
<td>1-3</td>
<td>11,0</td>
<td>12,0</td>
</tr>
<tr>
<td>3-5</td>
<td>16,5</td>
<td>18,0</td>
</tr>
<tr>
<td>5-7</td>
<td>23,0</td>
<td>26,0</td>
</tr>
<tr>
<td>7-10</td>
<td>34,0</td>
<td>39,5</td>
</tr>
<tr>
<td>&gt;10</td>
<td>40,0</td>
<td>52,5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maturity bucket</th>
<th>Haircuts for fixed coupons and floaters</th>
<th>Haircuts for zero coupon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government-guaranteed bank bonds (GGBBs) and government-guaranteed non-financial corporate bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-1</td>
<td>13,5</td>
<td>14,0</td>
</tr>
<tr>
<td>1-3</td>
<td>19,0</td>
<td>20,0</td>
</tr>
<tr>
<td>3-5</td>
<td>24,5</td>
<td>26,5</td>
</tr>
<tr>
<td>5-7</td>
<td>31,5</td>
<td>35,0</td>
</tr>
<tr>
<td>7-10</td>
<td>43,5</td>
<td>49,5</td>
</tr>
<tr>
<td>&gt;10</td>
<td>50,0</td>
<td>62,0</td>
</tr>
</tbody>
</table>
Table 3. Haircut schedule applying to marketable debt instruments issued or fully guaranteed by the Republic of Cyprus

<table>
<thead>
<tr>
<th>Maturity bucket</th>
<th>Haircuts for fixed coupons and floaters</th>
<th>Haircuts for zero coupon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cypriot government bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-1</td>
<td>14,5</td>
<td>14,5</td>
</tr>
<tr>
<td>1-3</td>
<td>27,5</td>
<td>29,5</td>
</tr>
<tr>
<td>3-5</td>
<td>37,5</td>
<td>40,0</td>
</tr>
<tr>
<td>5-7</td>
<td>41,0</td>
<td>45,0</td>
</tr>
<tr>
<td>7-10</td>
<td>47,5</td>
<td>52,0</td>
</tr>
<tr>
<td>&gt;10</td>
<td>57,0</td>
<td>71,0</td>
</tr>
<tr>
<td>Government-guaranteed bank bonds and government-guaranteed non-financial corporate bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-1</td>
<td>23,0</td>
<td>23,0</td>
</tr>
<tr>
<td>1-3</td>
<td>37,0</td>
<td>39,0</td>
</tr>
<tr>
<td>3-5</td>
<td>47,5</td>
<td>50,5</td>
</tr>
<tr>
<td>5-7</td>
<td>51,5</td>
<td>55,5</td>
</tr>
<tr>
<td>7-10</td>
<td>58,0</td>
<td>63,5</td>
</tr>
<tr>
<td>&gt;10</td>
<td>68,0</td>
<td>81,5</td>
</tr>
</tbody>
</table>

The instrument-specific valuation haircuts applied to securities accepted on the public list of collateral for marketable assets are available on the ECB’s website at the following addresses: https://mfi-assets.ecb.int/query_EA.htm.

**Limits in relation to the use of uncovered (unsecured) debt instruments**

The Bank of Finland, as part of the Eurosystem, limits the use of unsecured debt instruments issued by a credit institution or by any other entity with which the credit institution has close links as defined in Section 3.2.1.4. Such assets may only be used as collateral by a counterparty to the extent that the value assigned to that collateral by the Eurosystem after the application of haircuts does not exceed 5 % of the total value of the collateral submitted by that counterparty after the haircuts. This limit does not apply to such assets that are guaranteed by a public sector entity which has the right to levy taxes, or if the value after haircuts of the assets does not exceed EUR 50 million. In the event of a merger between two or more issuers of such assets or the establishment of a close link between such issuers, these issuers are treated as one issuer group, in the context of this limitation, only up until one year after the date of the merger or the establishment of the close link. *(Amendment 1 January 2012)*
3.2.3.3  Risk control measures for non-marketable assets

The risk control framework for eligible credit claims includes the following main elements:

- Individual credit claims are subject to specific valuation haircuts. The haircuts differ according to the residual maturity, type of interest payment (fixed or variable), the credit quality category and the valuation methodology applied by the national central bank, as described in Table 4. The methodology applied by the Bank of Finland is based on the outstanding amount.

- The valuation haircuts applicable to credit claims with fixed rate interest payments may also be applied to credit claims the interest payments of which are linked to the inflation rate.

- The haircut applied to credit claims with variable rate interest payments is that applied to the credit claims with fixed interest payments classified in the zero-to-one-year maturity bucket in Table 4. An interest payment is considered a variable rate payment if it is linked to a reference interest rate and if the resetting period corresponding to this payment is no longer than one year.

- Interest payments for which the resetting period is longer than one year are treated as fixed rate payments in Table 4, with the relevant maturity for the haircut being the residual maturity of the credit claim.

- The risk control measures applied to a credit claim with more than one type of interest payment depend only on the interest payments during the remaining life of the credit claim. If there is more than one type of interest payment during the remaining life of the credit claim, the remaining interest payments are treated as fixed rate payments, with the relevant maturity for the haircut being the residual maturity of the credit claim. (Amendment 1 January 2011)

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10 The valuation haircuts applied to credit claims with fixed rate interest payments are also applicable to credit claims, the interest payments of which are linked to the inflation rate.
### Table 4. Levels of valuation haircuts applied to credit claims with fixed interest payments *(Amendment 1 January 2011)*

<table>
<thead>
<tr>
<th>Credit quality</th>
<th>Residual maturity (years)</th>
<th>Valuation methodology</th>
<th>Valuation methodology</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Fixed interest payment and valuation based on a theoretical price assigned by the NCB</td>
<td>Fixed interest payment and valuation based on the outstanding amount assigned by the NCB</td>
</tr>
<tr>
<td><strong>Steps 1 and 2</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(AAA–A-)</td>
<td>0-1</td>
<td>10.0</td>
<td>12.0</td>
</tr>
<tr>
<td></td>
<td>1-3</td>
<td>12.0</td>
<td>16.0</td>
</tr>
<tr>
<td></td>
<td>3-5</td>
<td>14.0</td>
<td>21.0</td>
</tr>
<tr>
<td></td>
<td>5-7</td>
<td>17.0</td>
<td>27.0</td>
</tr>
<tr>
<td></td>
<td>7-10</td>
<td>22.0</td>
<td>35.0</td>
</tr>
<tr>
<td></td>
<td>&gt;10</td>
<td>30.0</td>
<td>45.0</td>
</tr>
<tr>
<td><strong>Credit quality</strong></td>
<td><strong>Residual maturity (years)</strong></td>
<td><strong>Valuation methodology</strong></td>
<td><strong>Valuation methodology</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fixed interest payment and valuation based on a theoretical price assigned by the NCB</td>
<td>Fixed interest payment and valuation based on the outstanding amount assigned by the NCB</td>
</tr>
<tr>
<td><strong>Step 3</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(BBB+–BBB-)</td>
<td>0-1</td>
<td>17.0</td>
<td>19.0</td>
</tr>
<tr>
<td></td>
<td>1-3</td>
<td>29.0</td>
<td>34.0</td>
</tr>
<tr>
<td></td>
<td>3-5</td>
<td>37.0</td>
<td>46.0</td>
</tr>
<tr>
<td></td>
<td>5-7</td>
<td>39.0</td>
<td>52.0</td>
</tr>
<tr>
<td></td>
<td>7-10</td>
<td>40.0</td>
<td>58.0</td>
</tr>
<tr>
<td></td>
<td>&gt;10</td>
<td>42.0</td>
<td>65.0</td>
</tr>
</tbody>
</table>

Non-marketable retail mortgage-backed debt instruments are subject to a valuation haircut of 39.5%. *(Amendment 1 October 2013)*

**Fixed-term deposits**

Fixed term deposits are not subject to any valuation haircut. *(Amendment 1 January 2011)*
3.2.3.4 Pricing and valuation principles for collateral

**Marketable assets**

The Bank of Finland calculates the value of marketable assets on the basis of the price quoted at 12.00 noon on the business day preceding the valuation date.\(^{11}\) In this calculation, the following principles are applied:

- For each eligible marketable asset, the Eurosystem defines the most representative price to be used in the calculation of the market value. \(^{(Amendment 3 January 2013)}\)
- The value of a marketable asset is calculated on the basis of the most representative price of the market place on the business day preceding the valuation date.
- In the absence of a representative price for a particular asset on the business day preceding the valuation date, the Eurosystem defines a theoretical price for the asset. \(^{(Amendment 3 January 2013)}\)
- The market or theoretical value of a debt instrument is calculated including accrued interest.
- The income flows on assets pledged to the **Bank of Finland** are transferred to the counterparty if permitted by the collateral coverage of the counterparty. \(^{(Amendment 10 October 2010)}\)

**Non-marketable assets**

Non-marketable assets are assigned a value corresponding either to the theoretical price or to the outstanding amount. The latter method is used by the Bank of Finland.

If the national central bank opts for the valuation corresponding to the outstanding amount, the non-marketable assets may be subject to higher haircuts (see Section 3.2.3.2, Table 4).

3.2.3.5 Sanctions

If the counterparty uses ineligible assets as collateral or assets where the issuer, debtor or guarantor is the counterparty itself or an entity with which it has close links (see the definition of close links in Section 3.2.1.4), the Bank of Finland has the right to order the counterparty to pay additional interest. The following rules shall also be applied where the information provided by a counterparty on, for example, the outstanding amount of the underlying credit claim proves erroneous or outdated or reduces the collateral value. \(^{(Amendment 10 October 2010)}\)

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The valuation process is delegated to the triparty agent, based on information sent by the relevant national central bank to the agent. \(^{(Amendment 29 September 2014)}\)
For the first and for the second infringements, related to the use of underlying assets, that occur within a 12-month period, a financial penalty shall be applied to each infringement in the form of additional interest. The amount of interest is calculated using the marginal lending rate that applied when the infringement began plus 2.5 percentage points. (Amendment 3 January 2013)

The additional interest applied to the infringements of rules related to the use of underlying assets is calculated on the basis of the amount of ineligible assets, or assets that may not be used by the counterparty, which are either: provided by the counterparty to a national central bank or the ECB; or not removed by the counterparty by or before the start of the eighth calendar day following an event after which the eligible assets become ineligible or may no longer be used by the counterparty, multiplied by the coefficient X/360. Where X is the number of calendar days, with a maximum of seven, during which the counterparty was in breach of the rules relating to the use of underlying assets. A flat penalty of EUR 500 applies where the calculation results in an amount less than EUR 500. (Amendment 3 January 2013)

In the event of repeated use within a 12-month period of three times or more of assets deemed ineligible, the counterparty in question may be excluded from the next open market operation in addition to the application of the additional interest. In exceptional cases where the infringement of rules can be considered serious, the counterparty in question may be excluded from all open market operations for the period of three months in addition to the application of the additional interest.

Counterparties are obliged to inform the Bank of Finland of possible close ties emerging between the issuer, debtor or guarantor of an eligible asset pledged by the counterparty to the Bank of Finland. If infringements by the counterparty give rise to several types of sanctions, only one sanction shall be applied, which will generally be the most severe one.

An example of an infringement of rules concerning collateral

An inspection carried out by a national central bank reveals that counterparty X has been holding in its collateral pool, over a period of four days, underlying assets issued by an entity with close links to the counterparty. When the infringement begins, the collateral is valued at EUR 27 million. The rate for the marginal lending facility at the time of inspection is 2.25%.

Solution: additional interest applicable to X is

\[
27000000 \times \frac{2.25 + 2.5}{100} \times \frac{4}{360} = 14250
\]
3.2.4 Acceptance of non-euro-denominated collateral in contingencies

In certain situations the Governing Council may decide to accept as eligible collateral certain marketable debt instruments issued by one or more non euro area G10 central governments in their domestic currency. Upon such decision the applicable criteria shall be clarified and the procedures to be applied for the selection and mobilisation of foreign collateral, including the sources and principles of valuation, the risk control measures and the settlement procedures shall also be communicated to counterparties.

Counterparties that are branches of credit institutions incorporated outside the EEA or Switzerland cannot use such assets as collateral. (Amendment 10 October 2010)
### Annex 1

#### WEBSITES OF EURO AREA CENTRAL BANKS

<table>
<thead>
<tr>
<th>Central Bank</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>European Central Bank</td>
<td><a href="http://www.ecb.europa.eu">www.ecb.europa.eu</a></td>
</tr>
<tr>
<td>Nationale Bank van België/Banque Nationale de Belgique</td>
<td><a href="http://www.nbb.be">www.nbb.be</a> or <a href="http://www.bnb.be">www.bnb.be</a></td>
</tr>
<tr>
<td>Deutsche Bundesbank</td>
<td><a href="http://www.bundesbank.de">www.bundesbank.de</a></td>
</tr>
<tr>
<td>Eesti Pank</td>
<td><a href="http://www.eestipank.ee">www.eestipank.ee</a></td>
</tr>
<tr>
<td>Banc Ceannais na hÉireann/Central Bank of Ireland</td>
<td><a href="http://www.centralbank.ie">www.centralbank.ie</a></td>
</tr>
<tr>
<td>Bank of Greece</td>
<td><a href="http://www.bankofgreece.gr">www.bankofgreece.gr</a></td>
</tr>
<tr>
<td>Banco de España</td>
<td><a href="http://www.bde.es">www.bde.es</a></td>
</tr>
<tr>
<td>Banque de France</td>
<td><a href="http://www.banque-france.fr">www.banque-france.fr</a></td>
</tr>
<tr>
<td>Banca d’Italia</td>
<td><a href="http://www.bancaditalia.it">www.bancaditalia.it</a></td>
</tr>
<tr>
<td>Central Bank of Cyprus</td>
<td><a href="http://www.centralbank.gov.cy">www.centralbank.gov.cy</a></td>
</tr>
<tr>
<td>Latvijas Bank</td>
<td><a href="http://www.bank.lv">www.bank.lv</a></td>
</tr>
<tr>
<td>Lietuvos Bankas</td>
<td><a href="http://www.lb.lt">www.lb.lt</a></td>
</tr>
<tr>
<td>Banque centrale du Luxembourg</td>
<td><a href="http://www.bcl.lu">www.bcl.lu</a></td>
</tr>
<tr>
<td>Bank Ħeritali ta` Malta / Central Bank of Malta</td>
<td><a href="http://www.centralbankmalta.org">www.centralbankmalta.org</a></td>
</tr>
<tr>
<td>De Nederlandsche Bank</td>
<td><a href="http://www.dnb.nl">www.dnb.nl</a></td>
</tr>
<tr>
<td>Oesterreichische Nationalbank</td>
<td><a href="http://www.oenb.at">www.oenb.at</a></td>
</tr>
<tr>
<td>Banco de Portugal</td>
<td><a href="http://www.bportugal.pt">www.bportugal.pt</a></td>
</tr>
<tr>
<td>Národná banka Slovenska</td>
<td><a href="http://www.nbs.sk">www.nbs.sk</a></td>
</tr>
<tr>
<td>Banka Slovenije</td>
<td><a href="http://www.bsi.si">www.bsi.si</a></td>
</tr>
<tr>
<td>Suomen Pankki</td>
<td><a href="http://www.bof.fi">www.bof.fi</a></td>
</tr>
</tbody>
</table>
Annex 2

External credit risk assessment institutions used by the Eurosystem

The following external credit risk assessment institutions (ECAIs) are used by the Eurosystem in assessing the eligibility of assets as collateral:

DBRS
Fitch Ratings
Moody’s Investors Service
Standard & Poor’s
Annex 3

Collateral Management opening hours and deadlines

Opening hours

The Bank of Finland’s Collateral Management observes the opening hours of TARGET2-Suomen Pankki.

Marketable collateral administered via collateral management accounts at the Euroclear Finland Ltd may be increased or decreased during the opening hours of the Euroclear Finland Ltd.

Foreign collateral may be increased or decreased in accord with the correspondent central banking model (CCBM). This system opens for business at 10.00 am and closes at 5.00 pm, but requests for receipt of collateral with same day value must be received by the Bank of Finland’s Collateral Management Service Desk no later than 4.30 pm on the desired value date.

Transfers of foreign marketable collateral via eligible links with same day value must be recorded in the Euroclear Finland Ltd’s system by 4.00 pm at the latest.

Details on domestic credit claims can be transmitted to the Bank of Finland during the opening hours of TARGET2-Suomen Pankki, but details intended to be updated on the same day must be received by the Bank of Finland by 5.00 pm.

Deadlines

Collateral assets are valued by the Bank of Finland daily by 12 noon at the latest on the basis of market prices for the preceding day. Account holders’ collateral positions are verified at the same time.
Annex 4

Collateral management messages – marketable assets

I Use of domestic marketable assets

When a Bank of Finland counterparty wishes to make changes in the amount of collateral in its collateral management account administered at the Euroclear Finland Ltd and pledged to the Bank of Finland, the counterparty must inform the Bank of Finland’s Collateral Management Customer Service by phone (+358 10 831 2171) and confirm such change by fax (+358 10 831 2920).

II Use of foreign marketable assets

When a counterparty of the Bank of Finland wishes to increase or decrease the foreign marketable assets held in a pool of assets at the Bank of Finland by using the CCBM, the counterparty must send a SWIFT-message to the Bank of Finland’s Bof-CMS-Cola system. The counterparty must simultaneously contact the foreign custodian for such assets, requesting the custodian to transfer the assets to the account of the central bank of the country where the custodian is located in favour of the Bank of Finland. On the other hand, if collateral assets are withdrawn from the pool, the counterparty must inform the custodian of receipt of assets.

Once the Bank of Finland receives a confirmation of the final transfer of assets from the central bank of the concerned country, the value of the assets will be added to the pool of the counterparty.

When the counterparty wishes to withdraw foreign assets from its pool, the value of the assets will be deducted from the pool account immediately upon receipt of a SWIFT-message into Bank of Finland BoF-CMS-Cola system.

When a counterparty of the Bank of Finland wishes to deliver collateral assets to its automatic collateral management account with the Euroclear Finland Ltd by making use of links, the counterparty must request its foreign custodian to deliver the assets via an appropriate central securities depository to its account with the Euroclear Finland Ltd. Assets delivered via links are administered at the Euroclear Finland Ltd and the Bank of Finland in the same manner as domestic assets.
NOTIFICATION OF THE USE OF EFI ACCOUNT LIMIT

Counterparty (BIC): ____________________________
Sender telephone number: ____________________________
Sender name: ____________________________
Date: ____________________________

<table>
<thead>
<tr>
<th>Change in the amount of collateral held on EFI account</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collateral Account Number:</td>
</tr>
<tr>
<td>Value Date:</td>
</tr>
<tr>
<td>Existing Amount (EUR):</td>
</tr>
<tr>
<td>Change (EUR):</td>
</tr>
<tr>
<td>New Amount (EUR):</td>
</tr>
</tbody>
</table>

Please confirm the delivery of the notification by calling to TARGET2/Collateral Management customer service.

Signature ____________________________ Signature ____________________________

Name in block letters ____________________________ Name in block letters ____________________________
Annex 5

Notification of pledge concerning credit claims

In the event that a counterparty wishes to add a new credit claim to the pool of assets, update previously supplied credit claim details or withdraw a credit claim from the pool of assets, the Bank of Finland Collateral Management Customer Service must be informed by telephone on +358 10 831 2171 and by telefax on +358 10 831 2920, using the notification of pledge below.

Alternatively, counterparties may provide the information via SWIFTNet FileAct using an electronic template/format message specified by the Bank of Finland in separate instructions. The counterparty may request further instructions for the introduction of the template/format message from the Bank of Finland. If the template/format message sent does not comply with the current Bank of Finland specifications, the Bank of Finland shall not be liable for any possible damages arising therefrom.
NOTIFICATION OF PLEDGE CONCERNING CREDIT CLAIMS

Recipient

Bank of Finland  Tel: +358 10 831 2171
TARGET/Collateral Fax: +358 10 831 2920
Management Customer Service

<table>
<thead>
<tr>
<th>SENDER DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Bank</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Fax</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBMISSION OF CREDIT CLAIM DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit claim ID</td>
</tr>
<tr>
<td>Action</td>
</tr>
<tr>
<td>Submission date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CREDIT CLAIM DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of signing of agreement</td>
</tr>
<tr>
<td>Date of maturity</td>
</tr>
<tr>
<td>Outstanding amount EUR</td>
</tr>
<tr>
<td>Legal nature of the credit claim in Finnish legislation</td>
</tr>
<tr>
<td>Coupon type</td>
</tr>
<tr>
<td>Resetting period in the case of floating rate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBTOR DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Business ID</td>
</tr>
<tr>
<td>Country of location</td>
</tr>
<tr>
<td>Sector of business</td>
</tr>
<tr>
<td>Credit risk assessment source</td>
</tr>
<tr>
<td>PD% / credit rating</td>
</tr>
<tr>
<td>IRB credit assessment date</td>
</tr>
</tbody>
</table>
GUARANTOR DETAILS

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Business ID</td>
<td></td>
</tr>
<tr>
<td>Country of location</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sector of business</th>
<th>Credit risk assessment source</th>
<th>PD% / credit rating</th>
<th>IRB credit assessment date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central government</td>
<td>Internal ratings-based system (IRBA)</td>
<td>General govt. class (PSE) 1</td>
<td></td>
</tr>
<tr>
<td>Other general govt.</td>
<td>Moody’s</td>
<td>General govt. class (PSE) 2</td>
<td></td>
</tr>
<tr>
<td>Corporation (non-financial, non-insurance)</td>
<td>S&amp;P</td>
<td>Third-party rating tool (RT)</td>
<td></td>
</tr>
</tbody>
</table>

SIGNATURES (signature and blocked letters)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
INSTRUCTIONS FOR COMPLETING THE NOTIFICATION OF PLEDGE CONCERNING CREDIT CLAIMS

All compulsory fields must be filled in every time.

**Sender details**

Name, telephone and telefax number of the person and bank submitting the notification of pledge are compulsory fields.

**Submission of credit claim details**

All fields concerning the delivery of credit claim are compulsory.

Credit claim ID: Identification code, which must remain the same and be known to the bank and debtor.

Action: New pledge = addition of a new credit claim to the pool of assets; Data update = updating of information due to changes in credit details; Unwinding of pledge = removal of credit claim from the pool of assets

Submission date: Date when notification of pledge was sent to the Bank of Finland

**Credit claim details**

All fields concerning the credit claim details are compulsory.

Date of signing of agreement: The date of signing of the promissory note. Note that the credit claim is eligible as collateral only after it is drawn.

Date of maturity: Date when the last instalment of the credit claim falls due in accordance with the valid payment plan.

Outstanding amount: The amount of the loan still due, EUR XXX. At the time of submission for use as collateral, the outstanding amount of a credit claim must amount to EUR 500,000 at a minimum.

Legal nature of the credit claim in Finnish legislation: Indicate whether the promissory note is ordinary or negotiable. This determines the measures needed for pledging of the credit claim.

Coupon type: Indicate whether the rate is fixed or floating.

Resetting period in the case of floating rate: For loans with a floating rate, specify whether the coupon rate is determined more or less frequently than once a year.

**Debtor details**

The following fields are always compulsory: ‘Name’, ‘Business identity code’, ‘Country of location’ and ‘Sector of business’. The business identity code consists of seven digits, a hyphen

and an inspection number, eg 1234567-8. The country of location is a two-letter country code.

The fields ‘Credit risk assessment source’, ‘PD% / credit rating’ and ‘IRB credit assessment date’ can be left empty if the counterparty is accepting the loan as collateral on the basis of the credit worthiness of the guarantor rather than the debtor.

Credit risk assessment source: Indicate the relevant credit risk assessment source, which must have prior approval from the Bank of Finland. General government entities without a

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1 The ISO codes of the countries belonging to the euro area are the following: BE, CY, DE, GR, ES, FR, IE, IT, LU, MT, NL, AT, PT, SI, and FI.
Bank of Finland rules for counterparties and customers

Collateral
Rules on collateral management

PD% / credit rating: Fill in the default probability of debtor with accuracy of three decimals, eg 0.100%, or give the credit rating of an external credit assessment institution, such as A3 or A-. The PD% or credit rating is not needed if the credit assessment source is General government class 1 or 2.

IRB credit assessment date: If the credit assessment source is an internal ratings-based system, the date of the credit assessment must be given. If the source is of other type, this field can be left empty.

Guarantor details
If the loan has a guarantor, the following fields are always compulsory: 'Name', 'Business identity code', 'Country of location' and 'Sector of business'. The business identity code consists of seven digits, a hyphen and an inspection number, eg 1234567-8. The country of location is a two-letter country code.

The fields 'Credit risk assessment source', 'PD% / credit rating' and 'IRB credit assessment date' are compulsory, if the eligibility of the loan is determined on the basis of the credit worthiness of the guarantor. In this case, the counterparty must submit to the Bank of Finland in advance a guarantee and/or a legal confirmation of a form and content acceptable to the Eurosystem.

Credit risk assessment source: Indicate the relevant source. Note that prior acceptance for use of the source must be obtained from the Bank of Finland.

PD% / credit rating: Fill in the default probability of debtor with accuracy of three decimals, eg 0.100%, or give the credit rating of an external credit assessment institution, such as A3 or A-. The PD% or credit rating is not needed if the credit assessment source is General government class 1 or 2.

IRB assessment date: If the credit assessment source is an internal ratings-based system, the date of the credit assessment must be given. If the source is of other type, this field can be left empty.
Bank of Finland's Terms and Conditions: Use of non-marketable assets via correspondent central banking model

Terms & Conditions of Bank of Finland, when acting as CCB

Counterparties may use credit claims to collateralise Eurosystem credit operations on a cross-border basis (i.e., counterparties may obtain funds from their respective home central bank (HCB) – the national central bank of the Member State where they are located – by making use of credit claims governed by a law other than the national law of the HCB). The national central bank of the country whose law governs the credit claim acts as correspondent central bank (CCB).

The following provisions apply when the Bank of Finland acts as CCB. Some of these provisions may not apply to all NCBs.

Eurosystem counterparties that wish to use, as collateral in credit operations with other Eurosystem NCBs, credit claims governed by Finnish law have to comply with the following provisions, which complement the terms and conditions currently applicable between counterparties and their respective HCB.

When the HCB provides interface services between its counterparties and the CCB, the HCB is purely acting as the messenger for the counterparty without taking any responsibility. The obligation to comply with the requirements – in particular the legal requirements – remains with the counterparty.

1. Legal requirements

a) The legal technique used for the creation of a security interest is pledge.

b) Depending on the juridical type of the credit claim, different legal arrangements are needed in order to create a valid pledge. Notification of the debtor (and the guarantor) prior to the mobilisation of the credit claims is required in case of ordinary promissory notes. However, notification is not required if negotiable promissory notes are used as collateral.

c) When another NCB (which is not the CCB) plays the role of HCB, notification/registration may also be required, in accordance with the requirements of the conflict of law rules of the HCB and/or the CCB. Registration/notification will be performed according to the rules of the jurisdiction that requires registration/notification.

d) Notification to the debtor after the mobilisation of the credit claim is required following certain events (e.g., event of default and similar events).

e) To fulfil the requirements regarding the enforcement of the security interest, in case of negotiable promissory notes, an endorsement of the original credit claim have to be done on behalf of the HCB.

f) The rules that have to be observed regarding the management of the collateral are presented in the Bank of Finland rules for counterparties and account holders.

g) The credit claim agreement needs to fulfil the general requirements set out in the Bank of Finland rules for counterparties and account holders.

h) The other requirements that need to be fulfilled for the purpose of creating valid and enforceable security interest over the credit claim are presented in the Bank of Finland rules for counterparties and account holders.
2. Operational requirements

a) The counterparty has to submit to the Bank of Finland a list of authorised signatures directly/via the HCB.

b) The counterparty has to indicate to the Bank of Finland the ECAF sources/system used for assessing credit claims, when sending the information on credit claims to the Bank of Finland.

c) To use credit claims on a cross-border basis, the counterparty has to send to the Bank of Finland the credit claim information according to the template/format message presented in the Bank of Finland rules for counterparties and account holders.

d) The template/format message has to be sent via fax / SWIFTNet FileAct by 16.00 CET.

e) The counterparty undertakes to preserve with due diligence and in a safe custody any credit claims pledged to the benefit of the HCB, including attached collateral and other documentation.

f) Each credit claim and debtor/guarantor has to be assigned a standard identification number. This is assigned by the Bank of Finland on the basis of the credit claim identification number/business identity code used by the counterparty.

g) Credit claims will be accepted once their eligibility has been checked and notification/endorsement of the credit claim documentation is confirmed.

h) By the end of the business day following the acceptance, counterparties will receive confirmation about the value assigned to the accepted claims from the CCB/HCB, which will then be available for use as collateral in credit operations with the respective HCB.

i) Counterparties have to promptly communicate to the Bank of Finland any change which affects the eligibility and valuation of the credit claim. This update can be done by sending via fax/SWIFTNet FileAct the template/format message presented in the Bank of Finland rules for counterparties and account holders.

j) To ensure that credit claim details are continuously updated, counterparties have to re-submit the full set of details on the credit claims every time that any change occurs by using the procedure explained in point (c) above.

k) Counterparties will receive from the relevant HCB/CCB periodical reporting about the outstanding amount of collateral deposited and available for further use.

l) In case of withdrawal of credit claims, the counterparty must instruct the Bank of Finland. Furthermore, in order to unwind the pledge, a new notification needs to be sent to the debtor/ the endorsement needs to be done by the HCB.

In addition to these Terms and Conditions, the foreign counterparties wishing to use as collateral credit claims governed by the Finnish law have to follow the detailed instructions and templates described in the publication "Bank of Finland rules for counterparties and account holders" http://www.suomenpankki.fi/en/julkaisut/ohjeet_ja_saannot/vastapuoli/pages/default.aspx that applies to the domestic counterparties as well.
Terms & Conditions of Bank of Finland, when acting as Assisting NCB

The following provisions apply when Bank of Finland acts as Assisting NCB (ACB), i.e., in those situations where the debtor/guarantor/creditor is located in Finland, but the credit claim agreement is governed by the law of another country.

These provisions complement the terms and conditions currently applicable between counterparties and their respective home central bank (HCB).

a) Notification of the debtor (and the guarantor) prior to the mobilisation of the credit claims is required, if the credit claim qualifies as an ordinary promissory note according to the Finnish legislation. Notification can be performed following the procedures agreed between the counterparty and its home central bank.

b) When another NCB plays the role of HCB, notification/registration may also be required, in accordance with the requirements of the conflict of law rules of the HCB and/or the ACB. Registration/notification will be performed according to the rules of the jurisdiction that requires registration/notification.

c) Notification to the debtor after the mobilisation of the credit claim is required following certain events (e.g., event of default and similar events).
Example: Calculation of a collateral requirement and valuation of collateral assets

I Calculation of total collateral requirement

Intraday total collateral requirement:

A Bank of Finland counterparty is granted an overdraft limit of EUR 1,000,000 on its PM account and a credit of EUR 1,000,000 in connection with a tender at an interest rate of 3.5%. The maturity of the credit is 14 days.

Intraday overdraft limit: 1,000,000.00
Credit: 1,000,000.00
Interest on the credit, 1 million x 14/360 x 3.5% = 1,361.10

Total collateral requirement: 2,001,361.10

II Valuation of collateral assets

Both domestic and foreign assets are valued daily by 12 noon at the latest on the basis of market prices for the preceding day. The value of collateral assets must always cover the total collateral requirement.

15 January 2010

1) The amount of collateral held in an Euroclear Finland Ltd collateral management account and pledged to the Bank of Finland, valued at market prices, in respect of which the Euroclear Finland Ltd automatically takes into account valuation haircuts defined by the ECB.

   Euroclear Finland Ltd automatically takes into account valuation haircuts defined by the ECB. 2,000,000

2) Market value of foreign assets according to prices quoted on 14 January.

   1,863,000

   Valuation haircut subtracted:

   -162,000

   1,701,000

   Total collateral value of assets on 15 January (1 + 2): 3,701,000

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2 That is the total amount of foreign assets held by the counterparty in a pool of assets with the Bank of Finland.
3 The sum of valuation haircuts applied to all assets in the pool.
Annex 7

16 January 2010

1) The amount of collateral held on an Euroclear Finland Ltd collateral management account and pledged to the Bank of Finland, valued at market prices, in respect of which the Euroclear Finland Ltd automatically takes into account valuation haircuts defined by the

| ECB       | 2,000,000 |

2) Market value of foreign assets
   according to prices quoted on 15 January | 1,843,000 |
   Valuation haircut                          | -159,000  |

|                                        | 1,684,000 |

Total collateral value of assets on 16 January (1 + 2) | 3,684,000 |
Annex 8

Loan-level data reporting requirements for asset-backed securities (Addition 3 January 2013)

Loan-level data on the pool of assets underlying asset-backed securities eligible as collateral must be submitted in compliance with Eurosystem requirements to a loan-level data repository designated by the Eurosystem. The submission and publication of the data are subject to Eurosystem principles, such as open access, coverage, non-discrimination, appropriate governance structure and transparency. This set of rules outlines the ECB’s loan-level data reporting requirements. The data should be reported on each transaction, using the relevant electronic reporting template, depending on the asset class comprising the pool of cash flow generating assets.¹

Loan-level data must be reported at least on a quarterly basis, no later than one month following the due date for payment of interest on the asset-backed security in question. If loan-level data are not reported or updated within one month following the relevant interest rate payment date, then the asset-backed security will cease to be eligible. To ensure compliance with these requirements, the loan-level data repository will conduct automated consistency and accuracy checks on reports of new and/or updated loan-level data for each transaction.

The application dates for loan-level data reporting are listed at the end of this Annex. The application dates are ranked according to the asset class in the pool of assets underlying asset-backed securities. Each asset class has an electronic reporting template of its own. Submission of loan-level data will become an eligibility criterion from the date onwards on which the submission of the data to the repository must be started. Within three months from the date on which the submission of data was started, the loan-level data on the pool of assets underlying asset-backed securities must achieve a compulsory minimum compliance level, assessed by reference to the availability or non-availability of information in particular data fields of the loan-level data reporting template. If particular data cannot be submitted, ie the data is not available, the reason must be added to the template. There is a set of six ‘No data’ (ND) options for the reasons in accordance with the table below. There is also a seventh ND option applicable for the CMBS template.

Table. The ND options in the electronic template and their meanings

<table>
<thead>
<tr>
<th>‘No data’ options</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>ND1</td>
<td>Data not collected as not required by the underwriting criteria</td>
</tr>
<tr>
<td>ND2</td>
<td>Data collected at application but not loaded in the reporting system at completion</td>
</tr>
<tr>
<td>ND3</td>
<td>Data collected at application but loaded in a separate system from the reporting one</td>
</tr>
<tr>
<td>ND4</td>
<td>Data collected but will only be available from YYYY-MM</td>
</tr>
<tr>
<td>ND5</td>
<td>Not relevant</td>
</tr>
<tr>
<td>ND6</td>
<td>Not applicable for the jurisdiction</td>
</tr>
<tr>
<td>ND7</td>
<td>Only for CMBS loans with a value less than EUR 500,000, ie the value of the whole commercial loan balance at origination</td>
</tr>
</tbody>
</table>

¹ The data reporting templates for different asset classes are published on the ECB’s website.
A nine-month *transitional period* applies to the submission of loan-level data on the pool of assets underlying asset-backed securities. The transitional period begins from the date the loan-level data reporting requirements apply for the relevant asset class.

- The first quarter following the date the requirements apply is a testing period. Loan-level data must be reported, but there are no specific limits regarding the number of mandatory fields containing ND1 to ND7.
- In the second quarter, the number of mandatory fields which contain ND1 may not exceed 30% of the total number of mandatory fields and the number of mandatory fields which contain ND2, ND3 or ND4 may not exceed 40% of the total number of mandatory fields.
- In the third quarter, the number of mandatory fields which contain ND1 may not exceed 10% of the total number of mandatory fields and the number of mandatory fields which contain ND2, ND3 or ND4 may not exceed 20% of the total number of mandatory fields.
- At the end of the nine month transitional period, there must be no mandatory fields in the loan-level data containing ND1, ND2, ND3 or ND4 values for an individual transaction.

Applying these thresholds, the loan-level data repository will generate and assign a score to each asset-backed security transaction upon submission and processing of loan-level data. This score will reflect the number of mandatory fields which contain ND1 and the number of mandatory fields which contain ND2, ND3 or ND4, compared in each case against the total number of mandatory fields. The options ND5, ND6 and ND7 may only be used for certain asset classes; the use appears on the template. The table below shows the combination of the scores and the total score.

<table>
<thead>
<tr>
<th>ND2 or ND3 or ND4</th>
<th>0</th>
<th>≤ 10%</th>
<th>≤ 30%</th>
<th>&gt; 30%</th>
</tr>
</thead>
<tbody>
<tr>
<td>ND1 fields</td>
<td>A1</td>
<td>B1</td>
<td>C1</td>
<td>D1</td>
</tr>
<tr>
<td></td>
<td>A2</td>
<td>B2</td>
<td>C2</td>
<td>D2</td>
</tr>
<tr>
<td></td>
<td>A3</td>
<td>B3</td>
<td>C3</td>
<td>D3</td>
</tr>
<tr>
<td></td>
<td>A4</td>
<td>B4</td>
<td>C4</td>
<td>D4</td>
</tr>
</tbody>
</table>

According to the transitional period set out above, the score must gradually improve for each quarter, in accordance with the following overview:

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Scoring value (eligibility treatment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First quarter (initial submission)</td>
<td>(no minimum scoring value enforced)</td>
</tr>
<tr>
<td>Second quarter</td>
<td>C3 (at a minimum)</td>
</tr>
</tbody>
</table>
The date the loan-level data reporting requirements apply

For residential-mortgage backed securities (RMBS), the loan-by-loan information requirements will apply from 3 January 2013 and the nine-month transitional period ends on 30 September 2013.

For asset-backed securities where the cash flow generating assets comprise loans to small- and medium-sized enterprisers (SMEs), the loan-by-loan information requirements will apply from 3 January 2013 and the nine-month transitional period ends on 30 September 2013.

For commercial-mortgage backed securities (CMBS), the loan-by-loan information requirements will apply from 1 March 2013 and the nine-month transitional period ends on 30 November 2013.

For asset-backed securities where the cash flow generating assets comprise auto loans, consumer finance loans, or leasing receivables, the loan-by-loan information requirements will apply from 1 January 2014 and the nine-month transitional period ends on 30 September 2014.

For asset-backed securities where the cash flow generating assets comprise credit card receivables, the loan-by-loan information requirement is effective as from 1 April 2014 and the nine-month transitional period ends on 31 December 2014. (Amendment 1 April 2014)

Asset-backed securities issued later than nine months after the date the new loan-level data reporting requirements apply must comply fully with the reporting requirements from the initial submission of loan-level data, ie upon issuance, without a transitional period.\(^5\)

Already existing asset-backed security transactions that do not conform to any of the loan-level data reporting templates will remain eligible until 31 March 2014. The Eurosystem will assess on a case-by-case basis whether a particular asset-backed security transaction can benefit from this grandfathering provision.

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\(^5\) The date is determined by the type of the underlying asset for the asset-backed security: 30 September 2013 for RMBS and loans to SMEs, 30 November 2013 for CMBS, 30 September 2014 for auto loans, consumer finance loans and leasing receivables and 31 December 2014 for credit card receivables. (Amendment 1 April 2014)
Annex 9

Collateral management contact persons

Collateral Management Customer Service  
tel. +358 10 831 2171  
fax +358 10 831 2920

Email addresses:

Collateral Management Customer Service  
t2service@bof.fi

Enquiries regarding eligibility  
eligibleassets@bof.fi

Legal matters: Eija Brusila  
tel. +358 10 831 2786