

## **Consultation Paper** **CP23/21\*\***

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# Consumer Credit – Product Sales Data Reporting

**September 2023**

## How to respond

We are asking for comments on this Consultation Paper (CP) by **15 November 2023**.

You can send them to us using the form on our [website](#).

Or in writing to:

Consumer Finance Data Team  
Financial Conduct Authority  
12 Endeavour Square London  
E20 1JN

**Email:**

cp23-21@fca.org.uk



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# Chapter 1

## Overview

### Introduction

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- 1.1** This Consultation Paper (CP) seeks views on our proposal to introduce three new Product Sales Data (PSD) returns into Chapter 16 of the Supervision manual (SUP 16). These returns will allow us to collect further data about the consumer credit market from providers of consumer credit products.
- 1.2** We gather and use a wide range of data, information, and intelligence from a range of sources to help us identify and assess risks in financial markets. At present we mainly collect aggregated data for regulated consumer credit activities or ad hoc data collected from information requests. Our proposed PSD returns will require firms to provide detailed information on the initial sale, and ongoing performance, of individual agreements which will assist us in understanding how firms operate, allowing us to gain further insight into the market so that we can make quicker, bolder decisions. In addition, it will assist us to supervise firms effectively, as well as providing a clearer view of the market to inform Authorisations and the review of applications at the gateway.
- 1.3** Timely and accurate data is essential in allowing us to make effective and proportionate regulatory interventions. Our proposal seeks to ensure a balance between getting sufficient data to help us monitor the market effectively, while not placing an unreasonable burden on firms. In developing this proposal, we have engaged with firms and trade bodies to understand the data firms hold and systems they use. We have also shared our proposals with the Prudential Regulation Authority (PRA).
- 1.4** The consumer credit market is one of the largest, and most impactful, financial markets in the UK with approximately 120 million consumer credit agreements, over 40 million consumers and over £200bn in outstanding balances. The proposed PSD returns discussed in this CP form part of our multi-year plan to design and build PSD and regulatory returns for consumer credit regulated activity. Overall, they will enhance the information collected from firms to enable us to deliver a more data led approach to Supervision and to progress our ambition to become a data-led regulator. This will, in turn, support more consistent and accurate regulatory oversight of consumer credit markets and which will lead to benefits to firms and consumers (see Annex 1: Cost Benefit Analysis for more detail).

### Who does this consultation affect?

- 1.5** You should read this Consultation Paper if you are:
- a firm engaged in consumer credit lending
  - a firm that advises, represents or provides software to support compliance with regulatory reporting for any of the above firms

- 1.6** We intend that firms will only become subject to these reporting requirements when their business exceeds a certain level. We have established reporting thresholds for when firms are first required to submit the proposed data, which are detailed in Section 2 of this CP. The thresholds enable us to get significant market coverage but are intended to ensure that the financial and resource burden of reporting falls only on those firms which are best placed to provide the necessary data.
- 1.7** Firms which cross these thresholds will continue to be subject to these reporting requirements even if they fail to exceed these thresholds in later reporting periods. This will promote certainty for regulated firms and ensure that the FCA has a coherent and consistent view of the firm's business, and impact on consumers, over time.
- 1.8** The proposed PSD returns will exclude credit agreements reported as relating to overdrafts and any credit agreements secured on land.

## Context

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- 1.9** In the consumer credit market, we are particularly interested in indicators of customers experiencing financial difficulty, irresponsible lending that causes consumer harm and indicates a market that does not function effectively, and monitoring that firms are acting to deliver good retail customer outcomes in line with the Consumer Duty. We believe that collecting PSD will help us identify these trends, in line with our overarching data strategy which is centred on making better use of data to spot and stop harm faster.
- 1.10** These proposals are designed to advance our operational objectives to:
- secure an appropriate degree of protection for consumers (by helping us identify and assess risks to them and prevent harm);
  - protect and enhance market integrity (by allowing us to potentially make quicker and bolder decisions so the market keeps functioning well); and
  - promote effective competition in the interests of consumers (through enhancing our ability to monitor the market).
- 1.11** In addition to our secondary objective, in December 2022 the Treasury issued a new Remit Letter that requires the FCA to have regard, where relevant and practical, to the Government's objectives of medium to long-term economic growth of the UK economy and promoting the international competitiveness of the UK (including, in particular, the financial services sector). As part of this the FCA needs to have regard, for example, to the Government's commitment to ensuring that the UK is attractive to internationally active financial services firms and activity.
- 1.12** We assess that our proposals will neither materially affect the international competitiveness of the UK economy (including in particular the financial services sector), nor its growth in the medium to long-term. Nevertheless, we believe they will improve our own operational efficiency, by ensuring we can collect the data we need to make faster and more effective decisions when regulating this market, in a consistent and predictable way, allowing firms to better plan for the provision of this information.

This may indirectly lead to added trust and confidence in these markets in the longer term. This is outlined further below in Annex 1.

## Summary of our proposals

- 1.13** We are proposing to introduce three new PSD returns:
- Sales PSD
  - Performance PSD
  - Back book PSD
- 1.14** Lenders will submit sales and performance data on a quarterly basis and back book data as a one-off submission. We propose to collect the following data (for more details see Paragraph 2.25):
- Core agreement data
  - Borrower and affordability data
  - Charges and fees
  - Arrears and forbearance
- 1.15** Firms will also need to comply with the complete and accurate reporting provisions in SUP 16.3.11R and SUP 16.3.12G. This requires firms to submit the relevant data items containing all the required information and ensure that the reported information is accurate.

## Equality and diversity considerations

- 1.16** Under the Equality Act 2010 we are required to have due regard to the need to eliminate discrimination and to promote equality of opportunity in carrying out our policies, services and functions.
- 1.17** We have considered the equality and diversity issues that may arise from the proposals in this CP and do not think they give rise to any concerns. The data collected will help us identify harm and take action in the future which will benefit consumers generally.
- 1.18** We will continue to consider the equality and diversity implications of the proposals during the consultation period and will revisit them when publishing the final rules.
- 1.19** We would welcome comments from interested parties.

## Next steps

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### What do you need to do next?

- 1.20** We want to know what you think about the proposals in this paper. Please send us your comments by 15 November 2023 using the online response form on our website or the address on page 2 of this paper.

## **What will we do?**

- 1.21** We will continue to engage with firms and other interested parties during the consultation period.
- 1.22** We will consider your feedback, and aim to publish a final Policy Statement, including our response to feedback, in Q1/2024.

## Chapter 2

# Product Sales Data

## Background

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- 2.1** Consumer credit firms have been required to provide us with regular information on their regulated consumer credit activities through regulatory returns since we took over responsibility for consumer credit regulation from the Office of Fair Trading (OFT) on 1 April 2014.
- 2.2** At present we mainly collect aggregate data for regulated consumer credit activities with some limited product sales data (PSD) for firms undertaking high-cost short-term credit (HCSTC) and home-collected credit (HCC). We are proposing to replace these data requirements with the new PSD reports.
- 2.3** Since 2014, the nature of data requirements across financial services markets has changed significantly and in 2020, together with the Bank of England, we carried out a data collection review of the UK financial sector. The review aimed to understand the issues faced by industry when supplying us with data, issues with receiving and using data, and consider collective measures to address such issues. At the end of the review, we published our views in 'Transforming data collection from the UK financial sector: a plan for 2021 and beyond' on 23 February 2021. The Transformation Plan set out a vision and approach to delivering improvements in data collection over the next decade to ensure we have access to the data we need to fulfil our mission.
- 2.4** The International Monetary Fund (IMF) also included recommendations in their 2021-22 Financial Sector Assessment Program (Table 1, page 12) that support our decision to review our data collection and collect more detailed data about the sales and performance of consumer credit agreements. Where proportionate, this includes collecting granular data on consumer credit by types of lenders and types of products, with a focus on loan performance data (arrears and default) and measures such as a borrower's loan to income ratio.
- 2.5** In our 2022-23 Business Plan, we set out our ambition to become a data-led regulator. In line with our Transformation Plan and Business Plan we are seeking to introduce PSD for consumer credit agreements, where we will collect data on the sale and performance of loans. We are also reviewing our existing regulatory returns for consumer credit regulated activities and will be working closely with industry to ensure we are able to collect good quality data, whilst seeking to minimise the burden placed on firms to provide it.

## The key benefits of collating this data

### *Data led supervision*

- 2.6** In line with our ambition to become a data-led regulator, we want to deliver a data-led supervision approach for the consumer credit market. PSD data will help us to monitor whether firms are acting to deliver good customer outcomes in line with the Consumer Duty (the Duty), including the detailed expectations for firm conduct under the Duty in four key areas:
- Products and services
  - Price and value
  - Consumer understanding
  - Consumer support
- 2.7** In addition, we will use it to monitor and inform our supervision of compliance against our Handbook standards, specifically the rules and guidance in our Consumer Credit Sourcebook (CONC), Senior Management Arrangements, Systems and Controls (SYSC) as well as our Vulnerable Customer Guidance (VCG).

### *Reduction and prevention of serious harm*

- 2.8** The data we propose to collect will allow us to analyse and monitor the consumer credit market and the competitiveness of its firms and products.
- 2.9** Access to a broad range of data that can be analysed in different ways will allow us to act quickly in response to emerging consumer harms, inform FCA priorities and be more proactive in identifying future harms and testing against trends that are identified.
- 2.10** We will be able to gain further insight into firms' business models and products, processes used to assess affordability risk, levels of fees and charges, product sales and demographics, as well as arrears and default data. Granular borrower and affordability data may indicate that some firms fail to assess properly the affordability of their lending, especially to vulnerable customers, enabling us to identify those firms. Fees and charges data will highlight the different types and charges imposed by firms and identify potential indicators of harm, e.g. whether fees represent fair value or are higher than necessary to cover the reasonable costs to the firm, including the levels and amounts of fees being charged for consumers in financial difficulty.
- 2.11** Regular collection of this data will allow us to monitor trends over time across products, firms and the overall market. The collection of this data on a consistent basis will allow us to identify and take action against problem firms and outliers, to reduce and prevent serious harm in the consumer credit market.

### *Improved firm experience*

- 2.12** Without the data we propose to collect, we would need to rely on alternative methods of supplementing existing regulatory returns to supervise the consumer credit market. We could do this, for example, through continued frequent ad hoc requests and increased supervisory work. This is likely to be less effective and efficient, and more resource



intensive for both us and firms. We believe that the experience for firms will improve as the need for unscheduled data collections will significantly reduce. This is considered further in Annex 1: the cost benefit analysis (CBA) on page 19 in the section titled Problem and rationale for intervention.

### **How will we use this data?**

- 2.13** We are relying more on data than we have done previously, to help us make quicker, bolder decisions. Several areas of the FCA will use this data including our Authorisations Division in its review of applications at the gateway and departments in our Supervision, Policy and Competition Consumer Finance Directorate. This data will allow us to:
- develop and deliver supervisory strategies across the consumer credit market
  - support our cross-market intervention projects such as our current work on Cost of Living Forbearance (COLFOR)
  - shape the development of our policy-making agenda and the delivery of robust rules in support of our objectives. The data will also help to provide market insights and knowledge to enable us to understand key harms, undertake analysis to prioritise harms, and direct thematic work.
- 2.14** We have developed a 'Single View Analytics Tool' which provides key data and indicators at a firm and portfolio level from multiple sources. This tool enables our staff to understand a firm's status and any significant changes or outlying data more quickly. Including PSD into this tool will enhance our ability to monitor and supervise firms in the consumer credit market.
- 2.15** In addition, we will share the data with the Bank of England and the Prudential Regulation Authority (PRA), and also publish aggregate and anonymised market views collated from the data sets.

### **What are the costs to firms?**

- 2.16** We recognise that there will be costs to firms in collecting and reporting the enhanced data to us. However, there will also be added benefits to firms as RegData will allow firms to submit data in a single way in line with a schedule, rather than by ad hoc requests, which will reduce operational burden and costs to firms in the long run. We discuss this in greater detail in Annex 1: the cost benefit analysis (CBA).

### **Scope of Sales and Performance PSD**

- 2.17** This section outlines the scope of the data collection and the data we are proposing to collect. The proposed Handbook amendments are set out in Appendix 1.
- 2.18** We propose to introduce Sales and Performance PSD returns to collect agreement level information for consumer credit firms, covering relevant regulated consumer credit agreements, excluding agreements reported as relating to overdraft facilities and credit agreements secured on land.

- 2.19** We propose to collect Sales and Performance data on a quarterly basis to obtain point of sale agreement data and to track the ongoing performance of agreements to allow us to understand how consumers and firms act over the full life of agreements.
- 2.20** We intend that Sales data returns will apply to relevant regulated credit agreements entered into (including new agreements which are the result of modifications or novations of earlier agreements) during the reporting period.
- 2.21** Firms must report performance data up to and including the point where a regulated credit agreement is cancelled, a regulated credit agreement is terminated, the firm is no longer the legal owner of a rights and duties under the regulated credit agreement, or a regulated credit agreement is statute barred.

## Reporting thresholds

- 2.22** We propose that for the reporting requirements set out in this CP, the thresholds are:
- All lending firms which reported more than £500k in outstanding balances for relevant regulated consumer credit agreements at the end of the previous annual reporting period (CCR003 Column A: Total Value – this excludes row 11 in CCR003 which relates to overdrafts),
  - and/or more than £500k in new advances for relevant regulated consumer credit agreements (CCR003 Column E: Total Value of New Advances in Period).
- 2.23** Once a firm reaches the threshold, even if outstanding balances and/or new advances drop below the defined threshold levels, the firm would be expected to continue reporting, so as to avoid firms coming in and out of the reporting schedule. We expect the ongoing burden of providing this data to be limited and far outweighed by the importance of being able to closely monitor firms who may be exiting the market and the potential risk to consumers this may present. We reviewed market data around new agreements and outstanding balances to understand market share across different products and sub-sectors. We also reviewed information we collected through a survey which gave proxies for firms' capability to submit the level of data required on an ongoing basis. Through this we determined that setting the threshold at £500k would ensure an appropriate level of market coverage in each of the key product areas while excluding a significant number of smaller firms where the burden would be less proportionate to the benefit of receiving data on fewer agreements.
- 2.24** One of the benefits of setting thresholds is to remove the reporting burden for firms who undertake business for a certain product on a smaller scale as well as those who may not have the resources available to implement the changes.

**Q1: What are your views on our proposals for reporting thresholds?**

## Data Collection

**2.25** We propose to collect the following data items as part of Sales and Performance PSD Returns, including the Back book data collection:

### High level coverage of individual PSD returns

Data items	Sales	Performance	Back book
<b>Core agreement data</b>			
• Lender Details	Y	Y	Y
• Transaction Data	Y	Y	Y
• Agreement Details	Y	Y	Y
• Third Party Details	Y	Y	Y
• Sales details	Y		Y
• End of Agreement		Y	
<b>Borrower and affordability data</b>			
• Purpose of borrowing	Y	Y	Y
• Security	Y	Y	Y
• Borrower Details	Y	Y	Y
• Guarantor	Y	Y	
• Affordability: including income and expenditure details	Y		
<b>Charges and fees</b>			
• Periodic	Y	Y	
• Usage	Y		
• Interest	Y		
• Penalty		Y	
<b>Repayment</b>			
• Arrears		Y	
• Forbearance		Y	
<b>Other</b>			
• Benefits: Promotional Rates, Incentives	Y	Y	
• Statement details		Y	
• Scheduled payment		Y	
• Use of credit		Y	
• Default Notice		Y	

\*Please note this is not an exhaustive list. The full details of the proposed data can be found in Appendix 1: Draft Handbook Text.

**2.26** The full details of the proposed data can be found in Appendix 1 (where the draft Handbook Text is). We will provide a data reference guide when we issue the final Policy Statement.

**Q2: Do you agree with the proposed data items set out in Appendix 1? If not, which items don't you agree with and why?**

**Q3: Will any of the proposed data items cause practical issues (e.g. the proposed format of the data, the timelines of the proposed back book data collection)? If so, please provide details.**

## Affordability data

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**2.27** The affordability sales data we propose to collect will allow us to monitor how firms assess affordability of their customers. We will also be able to link this data with the subsequent performance of agreements, through the performance data. This will indicate whether firms' affordability assessments are effective and enable us to assess the outcomes for consumers.

**2.28** For most of the agreements that we propose to collect data for, we intend to limit the data request to a maximum of two borrowers. However, to assess affordability, we propose to request individual income data for the first two borrowers plus income data for subsequent borrowers.

**2.29** We propose to collect data allowing us to monitor agreements over time and across different datasets. Examples of this 'matching' data include postcode, date of birth, date the account was opened, original transaction reference, original size of loan, and original term of loan, and reference number of the original product provider.

## Back book data collection

**2.30** We need the ability to link performance of an agreement to the related sales data, even where the sale was prior to the implementation of this PSD. This will allow us to see the context for the performance of the agreement against key characteristics such as original value of the loan or to understand where individual customers may have multiple agreements, including with other lenders.

**2.31** For agreements that are new sales on or after the go live date, we will collect the sales data via the scheduled sales return. Where an agreement is already in place prior to the go live date, we will collect the relevant historical sales data as a one-off back book collection. This will be a subset of the sales PSD data only (circa 20-30 fields – see Appendix 1) that will need to be provided for active agreements where the firm has met the threshold for PSD reporting.

- 2.32** For this one-off back book data collection, we propose to create a standalone return within RegData for firms to submit this historic data set. We understand that some data elements, especially for the oldest agreements, may be more difficult to produce or may not have been collected at the time. For many of the data elements we have linked these to Handbook rules or terms which may not have been in effect when the agreement was entered into. While we believe that even for the oldest agreements these terms may have been included in previous legislation or rules, we would like to understand whether there are particular data elements which may be more challenging. The data elements in this request are fewer compared to Sales and many of them have options to submit "unknown" but we would like to understand any problems there may be in providing this data either for particular types of agreements or for agreements over a certain age.
- 2.33** We are also proposing collecting this data from firms in the future when they meet the threshold for reporting. We understand that the burden on smaller firms may outweigh the benefit from this data, especially where the volumes are far lower, and would like to better understand the potential impact on those firms who would be impacted. The details of the proposed back book data can be found in Appendix 1 (where the draft Handbook Text is).

- Q4: Do you have any comments on our proposals for back book agreement data collection?**
- Q5: What will be the impact of potentially providing this data in the future on smaller firms who may meet the threshold at a later date?**
- Q6: Will this proposal cause practical issues (e.g. availability of data, difficulty in provision of particular data elements, potential risks of breaching FCA rules)? If so, please provide details.**

### **Performance data collection through Accounting periods/Scheduled payment periods**

- 2.34** Within the Performance PSD we propose a subset of data fields to be provided by firms at an 'accounting period' level for running account credit facilities, and at a 'scheduled repayment period' level for fixed-sum credit facilities. Our assumption is providing data in this way will reduce the burden on firms as it is consistent with how the data is recorded and removes any requirement to aggregate totals over a different specified period (e.g. calendar monthly).
- 2.35** 'Accounting period' means a period to which a statement in writing relates showing the state of the account, where such a statement is given at regular intervals by the lender under a regulated credit agreement for running-account credit to the borrower(s).

**2.36** 'Scheduled repayment period' means a period from the day after the previous scheduled repayment to the scheduled payment date.

**Q7: Will this proposal cause practical issues? If so, please provide details.**

### **Timelines for implementation**

**2.37** We propose the new provisions covering sales and back book will apply from 1 January 2025 and the provisions covering performance will apply from 31 March 2025. For back book, this means that all data must be submitted by 31 March 2025, for sales the data must be submitted within 20 business days of 31 March 2025 and for performance the data must be submitted within 30 business days of 30 June 2025.

**2.38** For both sales and performance these requirements will continue on a rolling basis with reporting periods covering each calendar quarter with data for that quarter required to be completed within 20 business days of the end of the reporting period for sales and within 30 business days for performance.

**Q8: Do you agree with the proposed timelines?**

**Q9: Do you foresee any challenges in your ability to implement changes and submit the Sales, Performance or back book data? If so, please describe them.**

## Chapter 3

# Rejected/non-progressed applications for credit and key decision metrics (for discussion)

- 3.1** In addition to the proposed collection of data set out in Chapter 2, we have also identified further areas in which data could enhance our supervision of consumer credit markets. The main two areas were the collection of data on applications which did not lead to credit being granted and the collection of key decision metrics that form part of lending decisions (whether or not an agreement was entered into) . Due to either the size, complexity or potential inconsistency between firms we do not intend to consult on these at this time but would like to begin to discuss the potential for how we may look to introduce these in the future.

## Rejected or non-progressed applications

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- 3.2** In this section, we want to explore collecting data on applications which did not lead to the consumer entering into a credit agreement. We would like to have a fuller picture of who these consumers are and the reasons why they didn't enter into a credit agreement, for example, whether they were refused credit by the lender (and if so, the reason for rejection) or whether they themselves decided not to proceed with the approved application for credit. This will provide insight into the demand for credit, including where it may be unmet, as well as the characteristics of these consumers and whether certain groups are excluded or more likely to be rejected for access to credit or whose access is limited to certain types of credit products. It will also allow us to gain more insight into products designed to 'build' credit scores which are advertised as supporting customers to improve their credit scores and ultimately to being able to access cheaper forms of credit. We would like to establish whether these products ultimately help customers achieve those outcomes.
- 3.3** The data would allow us to monitor whether firms are acting to deliver good customer outcomes in line with the Consumer Duty. We would be able to conduct statistical analysis to identify the characteristics of consumers and compare outcomes between groups of consumers that were granted credit with those that were not and to identify the costs or benefits that resulted from those decisions. Were we to find evidence that some forms of lending resulted in disproportionately poor outcomes for consumers at the same time as being beneficial for firms, this would then lead us to look further into whether those firms were satisfactorily acting in consumers' interests. Obtaining data on rejected/non-progressed applications will help shape our policy, regulatory interventions and the FCA's Sandbox initiatives designed to support innovation in financial services. Further, it will help inform our collaboration on access to credit issues with other organisations including HM Treasury, Bank of England, leaders from industry and consumer organisations.

- 3.4** To understand the feasibility of collecting data on non-progressed applications we are seeking input on how different firms approach and categorise different types of application and decision making, examples of which include:
- Whether there are any types of application, such as those received through a particular acquisition channel, which may not be handled or recorded on the firms' systems which would be harder to provide information on?
  - The proportion of applications you receive which fall into the following four categories
    - i.** Accepted by the lender and result in credit being taken out
    - ii.** Accepted by the lender but the consumer decides not to take up the credit offer
    - iii.** Rejected by the lender
    - iv.** Provided sufficient information for a lenders assessment to be made and (in principle) for a consumer to be granted credit but a final decision was not made
  - Are there any challenges in determining what should count as an application under any of the four criteria listed above?
  - How long do you store information about rejected/non-progressed applications? What information do you store and in what format?
  - Are there any challenges with providing this information?
- 3.5** This data collection request would involve us asking for application-level data from firms on a subset of variables in the Sales PSD return including:
- 1.** Product information
  - 2.** Borrower characteristics
  - 3.** Details from the application
  - 4.** Decisioning variables
  - 5.** The application outcome/decision
  - 6.** The reason the application was not progressed (e.g. customer failed to provide information)
- 3.6** It would exclude information only determined after a product has been taken out (e.g. whether direct debit was set up).

### **The collection of key decision metrics on both rejected and approved applications for credit**

- 3.7** Having access to the granular application-and account-level metrics used to assess each application and any subsequent account variations (such as credit limit changes) will allow us to:
- Understand how lending decisions are made, gauge whether they are made appropriately and assess the impact of lending on consumer outcomes.
  - Assess how many individuals get rejected for different reasons and whether there are particular groups of people who may be adversely impacted by lending decisions.



- Conduct analysis on key questions such as:
  - Does credit cause financial distress for any groups of consumers in ways that should have been anticipated at the time credit was granted?
  - Are the risks of unaffordable lending being mitigated through applying effective policies and procedures?

**3.8** To estimate the causal impact of credit access / denial on outcomes and to inform assessments of who benefits from access to credit and in what circumstances, it is essential to have granular data on decision metrics which would allow us to perform robust statistical analysis.

**3.9** We would like to explore the potential for collecting information about key metrics used in the assessment of each application. This could be collected through data on rejected applications as well as expansion of the proposed Sales PSD. However, we understand there could be complexities involved in collecting this data due to the different models used for credit decision-making, the wide variety of data which can feed into these models and the fluidity of the parameters and thresholds used.

**3.10** We would like to collect a range of top-level metrics that summarise the key decisions and policy rules that form the decision on whether or not to grant credit. These may include a credit score (either from a third party or internally generated), indebtedness score/level, fraud score/indicators or other metrics which may have a threshold for which a decision to lend is made. We would like to know:

- What are the key metrics you use at the product sales stage to determine whether to grant credit and how much credit to grant?
- What are the key metrics you use at the repayment/performance stage to accept/propose account variations (such as credit limit increases)?
- The importance of each metric in relation to the volume of rejections aligned to each.
- Whether there is any interplay or cross dependencies between metrics
- For which metrics do you employ threshold cut-off rules, e.g. reject if score is below some minimum threshold?
- Is decision-making fully automated, or is manual discretion used at any point?
- In what circumstances is manual discretion used?
- Do you store application/account-level information about the specific decision metric values used to assess each application/account variation?
- How long do you store information on the reasons for accepting/rejecting an application?
- Are there any challenges with collating or submitting this type of data?

**3.11** We want to understand if there are challenges for firms to provide us with this data and what options there may be to ensure any burden is proportionate to the potential benefit of collecting this information.

## Questions

- Q10:** What are your views on the feasibility and any challenges with collecting data on rejected/non-progressed applications for credit.
- Q11:** Do you have any comments on the types of information we would like to collect outlined in:
- i. Paragraph 3.4
  - ii. Paragraph 3.5
  - iii. Paragraph 3.10
- Q12:** Do you have any comments on whether, or how, the FCA could collect key decision metrics (for either or both rejected/non-progressed applications and those who were granted credit)?
- Q13:** Are there any differences in the way data is stored for applications which did result in credit being granted and those that didn't?

## Annex 1

# Cost benefit analysis

## Introduction

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1. FSMA, as amended by the Financial Services Act 2012, requires us to publish a cost benefit analysis (CBA) of our proposed rules. Specifically, section 138I requires us to publish a CBA of proposed rules, defined as 'an analysis of the costs, together with an analysis of the benefits that will arise if the proposed rules are made'.
2. This analysis presents estimates of the significant impacts of our proposal. We provide monetary values for the impacts where we believe it is reasonably practicable to do so. For other impacts we are unable to monetise, we provide a qualitative explanation of their likely effects and magnitude. The CBA has the following structure:
  - Problem and rationale for intervention
  - Our intervention
  - Baseline and key assumptions
  - Summary of costs and benefits
  - Costs
  - Benefits

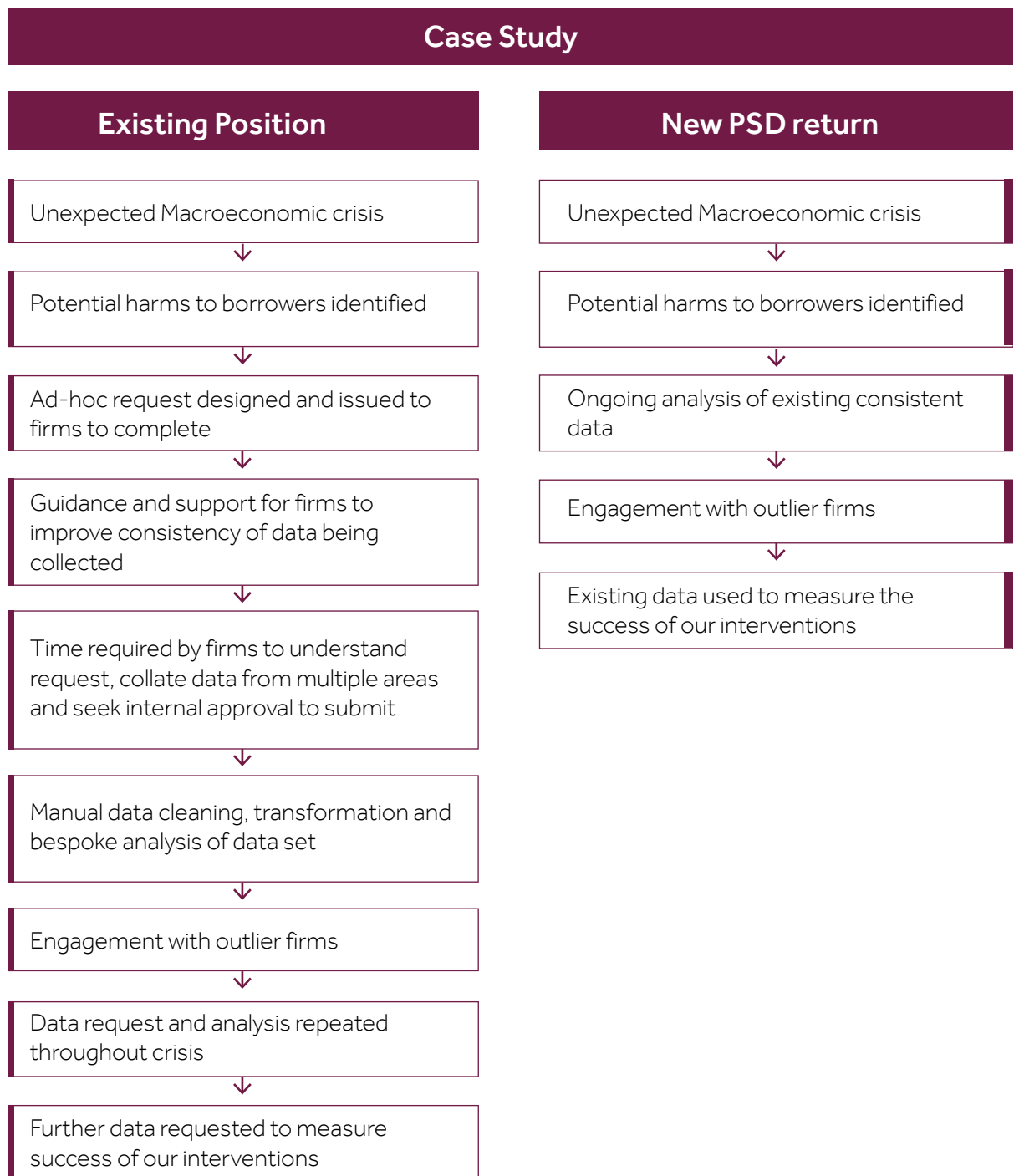
## Problem and rationale for intervention

3. We gather and use a wide range of data, information, and intelligence from a range of sources to help us identify and assess risks in financial markets and identify harms. This data is essential for the FCA to understand how firms operate and to supervise them effectively, as well as providing a clearer view of the sector to inform Authorisations and the review of applications at the gateway. From this, we can determine where we need to intervene. The timelier and more accurate the data, the more effective and proportionate any interventions will be.
4. In some instances, we currently rely on large ad hoc data requests to identify potential harm or use intelligence to identify firms who we request customer level data from as part of our ongoing supervisory work. In the case of the consumer credit market, since November 2022, we have been using a temporary solution of collecting data from c.600 lending and debt advice firms to help close part of our data gap on regulated credit activities, including high-cost short-term credit and home-collected credit. This data has been used to aid our response in supporting consumers through the cost-of-living crisis. The temporary solution has been delivered through a combination of information requests and third-party data. While this has provided valuable insights and covers the largest lenders, there are still several issues including manual work to collect and transform the data, inconsistencies in the data being submitted and regulated activities out of scope such as credit brokers. This is a suboptimal solution because it does not cover the breadth of the market and it results in an additional layer of difficulty for firms

to collate and provide data for ad hoc requests. This leads to gaps in the quality of data we receive and limits our ability to make effective regulatory decisions.

- 5.** We want to address these gaps and improve the quality of the data we receive about the Consumer Credit market, progressing our ambition to become a data-led regulator. This will allow us to better understand market trends, effectively identify firms of concern in the sector, prioritise action, and assess progress against our Strategy and priorities. By collecting the data via regular reporting requirements under a new PSD return, rather than ad-hoc requests, we aim to reduce the burden and costs to firms in the long-run and ensure more consistent and accurate data is received. It will also ensure we can proactively identify harms to consumers supporting us to make effective regulatory decisions.
- 6.** Through this proposal we anticipate having available the data required to support the identification of harms, or drivers of harms, as well as firms who may be outliers. For core harms such as those around unaffordable lending or not dealing fairly with customers in financial difficulty we expect to be able to automatically identify outliers, for more specific or nuanced harms we will have the data available to identify outliers through bespoke analysis and in both instances will be able to more quickly engage with those firms to ascertain whether supervisory, or even enforcement, action may be warranted. Through reducing the steps, and therefore time, taken to engage with the right firms we will be able to act more quickly to reduce the level of, or even pre-empt, harm occurring.
- 7.** The case study below contrasts how the proposed new PSD return reduces the burden on firms to supply data to us and improves our ability to analyse data and act in a timely and proportionate manner.

**Figure 1: Case Study**

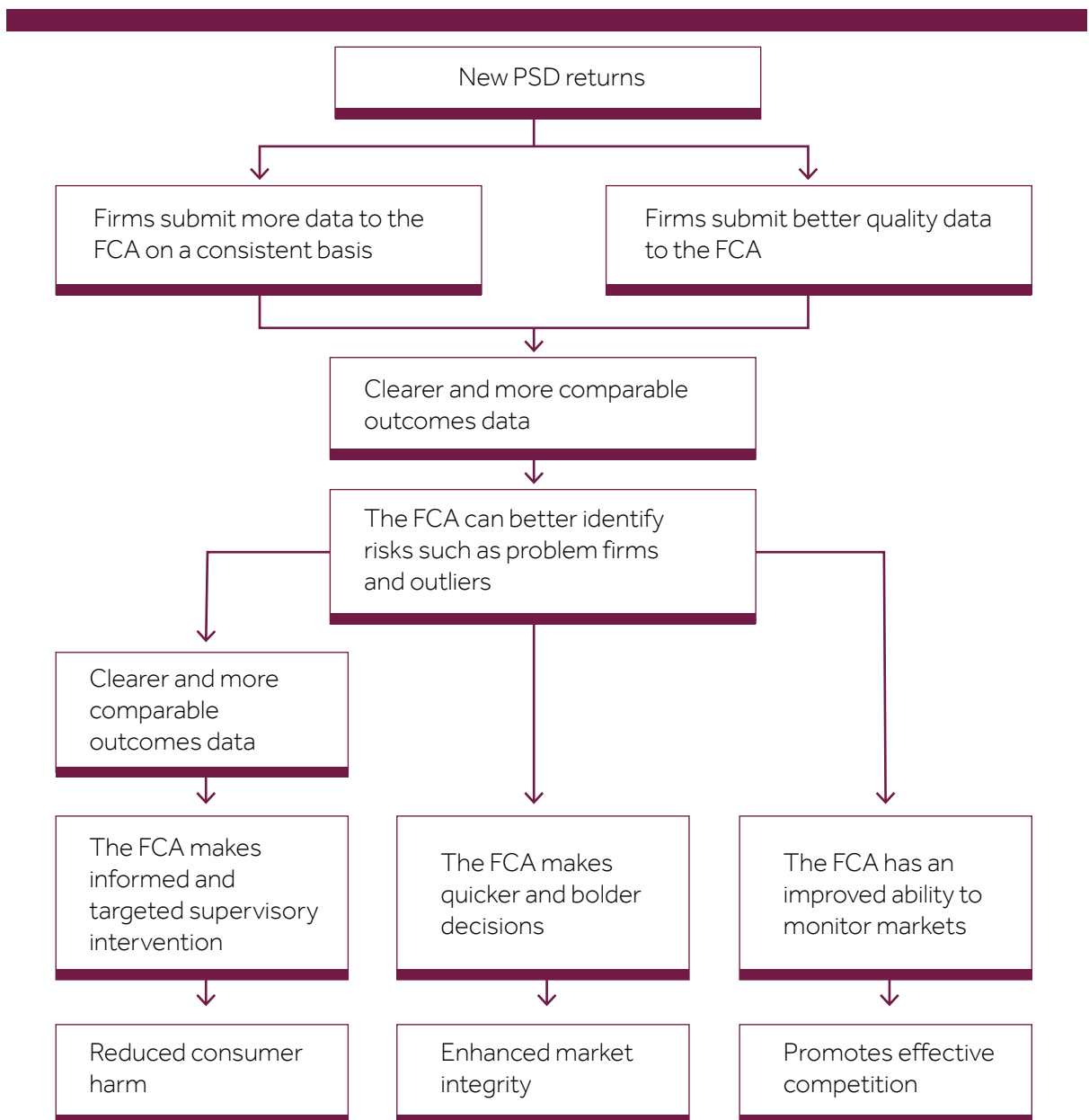


8. Based on feedback from industry, and particularly the firms impacted, it does not seem feasible to continue to collect such large sets of data through informal and ad hoc methods due to both the impact and burden on firms as well as the manual intervention required to effectively utilise the data being received. We have explored and attempted to utilise third party data to meet our objectives but the data available does not meet our needs on a number of levels, particularly in terms of coverage of specific products or firms as well as key data elements around areas such as pricing or related third parties.

## Causal Chain

9. These proposals fit with our strategic objective to ensure financial markets work well. They will support us to protect and enhance market integrity by allowing us to make quicker and more effective decisions ensuring the market is functioning well while also promoting competition. The proposals will also contribute to increased consumer protection from reliable and consistent data collection as we are better enabled to monitor the market. The causal chain below outlines how our proposals are expected to achieve these objectives.

**Figure 2: Causal Chain**



## Our intervention

- 10.** We are proposing to introduce Sales and Performance product sales data (PSD) returns more widely for consumer credit regulated activity. This is specific data from firms we regulate on what products they are selling and will provide us with more comprehensive transactional level information. We are proposing to move to a more structured basis for obtaining data for the consumer credit market and reducing the need for regular and ongoing ad hoc collections. For more details, please refer to paragraph 1.14 in the Consultation Paper (CP). The proposals set out in this CP are part of a multi-year plan to design and build PSD and regulatory returns for consumer credit regulated activity.
- 11.** The data will give us a greater understanding of relevant markets allowing us to more effectively monitor and enforce our operational objectives of protection for consumers, protecting and enhancing the UK financial system, and promoting effective competition. This will contribute to us achieving our topline outcomes of fair value enabling market participants to make well informed assessments of values and risks while improving confidence in markets.
- 12.** Under the Consumer Duty, we want to see products and services that meet the needs of an identified target market and provide fair value, communications that consumers can understand and enable effective decision making, and consumers get the support they need, when they need it. This intervention will support us in delivering this.
- 13.** Specifically, this data will be used to enable us to identify harms to consumers around the affordability of lending decisions, whether customers who get into financial difficulty are treated appropriately and the fairness of fees and charges that consumers pay when entering into consumer credit agreements (including those paid to third parties). By understanding these details at an agreement level, we can identify whether certain firms or products are higher risk or whether certain customer demographics are more susceptible to harm and determine whether firm specific or cross market actions are required.
- 14.** It also aligns with our [Data Strategy](#) which is centred on making use of better data to spot and stop harm faster.
- 15.** The scope of this CBA is the first stage of this incremental process. The first stage involves introducing three new PSD returns into Chapter 16 of the Supervision manual (SUP16) to collect transactional level information for new credit agreements including key characteristics of the agreements, affordability checks and borrower demographics. As more proposals are introduced, we will conduct a CBA alongside those Consultation Papers.
- 16.** In designing these proposals, we considered, but did not take forward, the following options:

### ***Collecting the data via Qualtrics***

- 17.** Qualtrics is currently used as a survey tool to collect ad-hoc data on a short-term basis. It is not considered to be a long-term solution as it is a mainly manual process, it is unable to differentiate between reporting periods, and it doesn't feed the data automatically into the Data Lake for effective use. It is a burden on both firms and the FCA. There is also a risk that firms are charged fees for filing late or incorrect returns as Qualtrics does not send out reminders.

### ***Outsourcing to a Third Party***

- 18.** We have also explored using third party data to meet our objectives, while additional data has been purchased and is already being used this only provides a partial solution and includes significant risk of relying on third party data which may not always be available. This type of data is also expensive to purchase which in turn would increase the costs passed onto firms.
- 19.** As the above options were not sufficient to advance our objectives in the way we'd like, we have settled on the preferred option of using RegData. We also considered whether any of the options would significantly advance our secondary objective as part of this however it was deemed none would. We explain more on the Secondary International Competitiveness and Growth Objective (SICGO) below. We decided on the use of a data collection platform as it is the quickest and most efficient way for us to gather information.

### ***Preferred Option - RegData***

- 20.** We currently have a data collection platform, RegData, for gathering regulatory data from firms. Our preferred option is to build additional capability that will allow us to collect scheduled data about the Consumer Credit market within this platform. It integrates the data collected to the FCA's Data Lake which is a central data store for all FCA data and better enables us to make quick and effective regulatory interventions through analysis. The use of the data collection platform is the quickest and most efficient way for us to gather information and allows us to advance our objectives in the way we'd like. It also addresses poor firm experience when firms are required to submit data to the FCA in a variety of ways rather than one consistent approach. RegData allows firms to submit with this consistent approach as well as the ability to submit via XML which minimises the burden on firms when providing large volumes of data.
- 21.** The intervention will support us in delivering against our objective of protecting consumers as it will help us to monitor if firms are delivering good consumer outcomes. Under the Consumer Duty, we want to see products and services that meet the needs of an identified target market and provide fair value, communications that consumers can understand and enable effective decision making, and consumers get the support they need, when they need it.
- 22.** It also aligns with our Data Strategy which is centred on making use of better data to spot and stop harm faster.



## Secondary International Competitiveness and Growth Objective

23. We believe the impact of these proposals will neither materially affect the international competitiveness of the UK economy, nor its growth in the medium to long term. There may be some positive indirect impacts, as it is likely our proposals will add to trust and confidence in the markets, in the medium to long term. If consumers experience good treatment from firms, they are more likely to trust financial services in the future. As we will actively be monitoring the consumer credit market and preventing the likelihood of consumer harm, consumers are more likely to have a positive experience. Improved trust and confidence in financial services from consumers encourages take-up of appropriate financial services products and services, which helps underpin medium to long term economic growth and the international competitiveness of the UK.

## Baseline and key assumptions

24. We establish a baseline, or counterfactual, against which to assess the costs and benefits of an intervention, to ensure that we consider only those costs associated with that intervention.

### *Counterfactual*

25. We use the counterfactual scenario of not collecting this Product Sales Data for consumer credit regulated activity. As noted in the rationale for intervention, we have been using the temporary solution since November 2022. This involves ad hoc requests which create a significant burden for firms in collating and providing the data and for the FCA in issuing and preparing the data requests. As we do not have data on how much these ad hoc requests have costed firms, we have used the counterfactual of no collection. Furthermore, these ad hoc requests have not applied to the entire population of firms that are in scope of our proposals. This has the effect of overestimating our costs in this CBA. This is because, when analysing costs, we ignore any savings made from the fact that firms would not have to respond to ad-hoc requests, although in practice these could be significant.

### *Population in scope*

26. We have classified the firms affected into three categories (small, medium, large). To do this, we use underlying tariff base data to give each firm a rank among all firms that use the same tariff base (annual income, gross premium income etc). We then take each firm's maximum rank (many firms use multiple tariff bases) to order firms. The top 250 firms are classified as large, firms from 251 to 1750 classified as medium, and all the rest as small.
27. Our proposal will apply to all lending firms which reported more than £500k in outstanding balances for relevant regulated consumer credit agreements at the end of the previous annual reporting period, and/or more than £500k in new advances for relevant regulated consumer credit agreements. Relevant regulated consumer credit agreements exclude agreements reported as relating to overdrafts or agreements secured on land. Using this threshold, we expect 749 firms to be affected by our proposals. This consists of 35 large firms, 107 medium firms, and 607 small firms.

## Summary of costs and benefits

- 28.** We estimate one-off costs to firms of between £60m to £104m for all 749 firms which is an average cost per firm of between £80k and £138k. We estimate ongoing costs (per annum) of £1.55m for firms to collate and report this data to us which is an average of £2k per firm. It is worth noting that the estimates vary significantly by size of firm which will be discussed in more detail in the cost section below.
- 29.** There are benefits to both consumers and firms of our proposals. The collected data will support the prevention and reduction of consumer harm, and promote competition, and appropriate access to credit while improving the way in which firms submit data to us. We have been unable to quantify the benefits but have provided a qualitative description of the impacts and potential scale.

**Table 1: Summary of costs and benefits**

Costs		Estimated direct costs and benefits	
		One-off	Ongoing
Firms	Familiarisation and gap analysis	£0.51m	
Firms	Change and IT costs	£59.6m- £103.5m	
Firms	Collating and reporting data		£1.55m
Benefits			
Consumers	Prevention and reduction of consumer harm		Not quantified
Consumers	Increased competition and appropriate access to credit		Not quantified
Firms	Consistent data requests		Not quantified

## Costs

### Costs to firms

- 30.** The proposals set out in this Consultation Paper will have both one-off and ongoing costs to firms. There will be one-off costs of familiarising with the new rules and conducting gap analysis to determine where their current practices will need to change (£0.5m). There will be additional one-off costs of implementing the new IT systems required to provide the data returns (£60m-£104m). There will also be ongoing costs of collating data and reporting to the FCA (£1.6m).
- 31.** We have used our Standardised Cost Model (SCM) to analyse and estimate the familiarisation and gap analysis costs. The SCM is a framework for estimating common

types of compliance costs based on our understanding of how certain compliance costs are structured, drawing on a 'core' set of assumptions. It is based on data we have for salaries for a range of occupations in financial services.

- 32.** For the one-off implementation costs, we draw upon information firms have provided with us in meetings and workshops as part of our early engagement process. We held individual meetings with four firms which included two small/medium firms and two medium firms. We had additional workshops with a greater number of firms which also included large firms. We are aware this is a small sample size and welcome firms to provide us with more evidence. The full list of questions we have for further evidence can be seen at the end of the CBA.
- 33.** We expect the bulk of the costs of this proposal to be one-off in implementing the technology needed to allow firms to give us the data on Consumer Credit consistently. This is why we have based the estimates of engagement with firms and seek further views as part of the consultation. As each firm inevitably has its own resourcing and cost structures, we have estimated a lower and upper bound for the one-off implementation costs, which accounts for this uncertainty.

### **Familiarisation and gap analysis**

- 34.** Familiarisation and gap analysis refers to firms reading and familiarising themselves with the detailed requirements of new rules, guidance, or good and bad practice, and checking their current practices against these expectations. Familiarisation estimates are based on the length of FCA publications such as CPs, and gap analysis estimates are based on the length of the legal instrument or good/bad practice text.
- 35.** To familiarise themselves with our proposals, we expect that approximately 750 firms affected will read our Policy Statement and final rules which we estimate will consist of 40 pages as well as 60 pages of legal text. There is an opportunity cost to firms from the staff time spent on familiarisation and gap analysis as this is time diverted away from normal business activities. We estimate this cost as being equal to the total cost to the firm of employing the staff for the days required to undertake familiarisation activity. This includes non-wage labour costs such as employer pension or National Insurance contributions, as well as the wages paid to staff.
- 36.** When using our SCM, we are required to make several assumptions. For this CBA we have made the following assumptions:
- Number of compliance staff who read the CP
    - Small – 1.5 FTE
    - Medium – 4 FTE
    - Large – 6 FTE
  - Reading speed – 100 word per minute
  - Words in a FCA document – 300 words per page
  - Size of legal team who conduct the gap analysis

- Small – 1 FTE
  - Medium – 1.5 FTE
  - Large – 2 FTE
- Time it takes to review 50 pages of legal text
    - Small – 1 day
    - Medium – 1.5 days
    - Large – 2 days

**Table 2: Familiarisation and gap analysis cost estimates**

Familiarisation and gap analysis	Small	Medium	Large	All firms
Cost per firm	£0.4k	£1.3k	£3.2k	£0.7k
Total cost	£254.2k	£142.9k	£113.2k	£510.4k

## IT and Change costs

- 37.** We assume the implementation of this proposal would necessitate IT projects across firms affected. This is needed for firms to be able to comply with our new reporting requirements using the RegData platform and updating their technology to enable them to do so. As this is a change project, there will also be a cost to firms to set up project management teams and go through the relevant governance such as board approvals.
- 38.** From the discussion we had when we met the four firms, we estimate the one-off costs to firms of £80k to £138k per firm on average across all firms. The detailed breakdown of how this varies by firm size can be seen below.

**Table 3: One-off change cost estimates**

	Small		Medium		Large		Average across all	
	LB	UB	LB	UB	LB	UB	LB	UB
One-off cost per firm	£50k	£80k	£175k	£350k	£300k	£500k	£80k	£138k
Total cost	£30.3m	£48.5m	£18.7m	£37.5m	£10.5m	£17.5m	£59.6m	£103.5m

- 39.** These proposals are the first in a multi-year plan to deliver incremental improvements to PSD and regulatory returns. The investment that firms make in response to this first set of requirements will reduce the cost that would otherwise have been required to comply with future requirements. We therefore expect that costs will be significantly lower when we implement new proposals in the future regarding consumer credit once firms have these initial systems in place.

## Ongoing costs

40. There will be ongoing costs of collating and reporting data to the FCA that has been assumed to be equivalent to the cost of a very small IT project. The table below shows the ongoing cost per year by firm size. We have calculated this as 46 person days for a large firm, 8 person days for a medium firm, and 3 person days for a small firm. This is based on our best assumptions around the running costs of the new system. The figures are supported by a medium firm who also approximately estimated their running costs at £3k. Again, we welcome firms to provide more evidence to us as part of the consultation.

**Table 4: Ongoing cost estimates**

	Small	Medium	Large	Average across all
Ongoing cost per firm	£1k	£3k	£20k	£2k
Total cost	£0.55m	£0.34m	£0.67m	£1.55m

## Costs to consumers

41. We do not expect our proposed intervention will give rise to direct costs to consumers. This is because consumers will not be relied on to take any action or provide any new information to firms. The firms should already collect the data we are asking for as part of their checks and we are now proposing firms to submit this data to us. There may however be indirect costs to consumers if firms pass on some of the costs of adhering to our new proposals onto consumers through higher fees. These potential effects are uncertain and complex, so it is not reasonably practicable to estimate their cost to consumers. This is because there are numerous factors to account for such as the elasticities of supply and demand in the consumer credit market and the degree of market power the firms have.

## Benefits

### Benefits to consumers

42. It is not reasonably practicable to estimate the consumer benefits of our proposal. This is because we cannot reasonably predict the exact contents of the data before we have collected the data. However, we do expect there to be significant benefits from proactive policy making because of this intervention.

### ***Prevention and reduction of consumer harm***

- 43.** We have identified consumer harm in the consumer credit market which has led us to make a number of interventions, such as addressing affordability issues in high cost credit and fees and charges in the motor finance market. The collection of this data on a consistent basis will allow the FCA to quickly identify and assess risks to consumers. We can then take swifter action against problem firms and outliers, where appropriate, in order to prevent and reduce such instances of serious harm in the consumer credit sector and wider retail lending market.
- 44.** The FCA will be able to identify the number of, and take action against, firms whose business models result in this consumer detriment, and which use poor estimates of affordability, to improve interventions and enforcement actions. The FCA will be able to identify and reduce the number of consumers experiencing financial difficulties due to fees/inadequate affordability models. Clearer and more comparable outcomes data will enable improved interventions and enforcement action.
- 45.** This is a proactive measure, and the size of this impact is likely to be significant in stopping future harm from occurring. It is a proactive measure that allows us to make faster and more effective decisions.

### ***Increased competition and more appropriate access to credit***

- 46.** The data will allow us to use analysis to accurately understand and monitor the consumer finance market and competitiveness of its firms and products, and to drive effective regulatory strategy across firms. We will have a clearer understanding of core firm processes as we are better able to monitor them through this data which also results in improved supervision.
- 47.** As a result of having this accurate, reliable, and complete data collection, the FCA can identify and monitor how many firms are selling specific products and identify target market criteria to encourage competition and enable appropriate access to credit. It will help us understand if firms are meeting our expectations under the Consumer Duty and delivering good outcomes.

### ***Benefits to firms***

- 48.** In addition to the trust and confidence benefits outlined in paragraph 23, we also expect that through more quickly being able to identify issues and concerns we will be able to provide regulatory clarity on emerging issues earlier reducing regulatory risk for firms.
- 49.** The way in which the FCA requests data from firms will become more consistent and streamlined with regular, predictable returns replacing ad hoc requests. This will make it easier for businesses to plan around data requests and should help reduce the costs to firms. The experience of firms will be improved as they will no longer be requested to regularly provide unscheduled data sets that they are not set up to provide.
- 50.** We are unable to quantify this as the ad hoc requests by definition vary in nature, both in size and the firms we ask to provide data. We are confident that having a consistent schedule will allow firms to be prepared and plan in advance for data collection. Based

on our discussions with firms during our meetings and workshops, we believe this will significantly improve the time it takes to provide us with this data. The consensus is that this regular scheduled approach to data collection is much better than ad hoc requests.

**Q14:** Do you have any general comments on our cost benefit analysis?

**Q15:** What changes do you envisage needing to make to implement our proposals? Do you have an early indication of the likely scale of the costs involved and how they would compare to the ongoing costs of continued ad-hoc collections?

**Q16:** Once you have the new systems in place, what resource would you allocate to the collation and reporting of this data? Do you have an early indication of the likely scale of the costs involved?

## Annex 2

# Compatibility statement

## Compliance with legal requirements

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1. This Annex records the FCA's compliance with a number of legal requirements applicable to the proposals in this consultation, including an explanation of the FCA's reasons for concluding that our proposals in this consultation are compatible with certain requirements under the Financial Services and Markets Act 2000 (FSMA).
2. When consulting on new rules, the FCA is required by section 138I(2)(d) FSMA to include an explanation of why it believes making the proposed rules (a) is compatible with its general duty, under section 1B(1) FSMA, so far as reasonably possible, to act in a way which is compatible with its strategic objective and advances one or more of its operational objectives, and in so doing, so far as is reasonably possible, to act in a way which, as a secondary objective, advances its competitiveness and growth objective under section 1B(4A) FSMA, and (b) complies with its general duty under section 1B(5) (a) FSMA to have regard to the regulatory principles in section 3B FSMA. The FCA is also required by s 138K(2) FSMA to state its opinion on whether the proposed rules will have a significantly different impact on mutual societies as opposed to other authorised persons.
3. This Annex also sets out the FCA's view of how the proposed rules are compatible with the duty on the FCA to discharge its general functions (which include rule-making) in a way which promotes effective competition in the interests of consumers (s. 1B(4)). This duty applies in so far as promoting competition is compatible with advancing the FCA's consumer protection and/or integrity objectives.
4. In addition, this Annex explains how we have considered the recommendations made by the Treasury under s. 1JA FSMA about aspects of the economic policy of Her Majesty's Government to which we should have regard in connection with our general duties.
5. This Annex includes our assessment of the equality and diversity implications of these proposals.
6. Under the Legislative and Regulatory Reform Act 2006 (LRRRA) the FCA is subject to requirements to have regard to a number of high-level 'Principles' in the exercise of some of our regulatory functions and to have regard to a 'Regulators' Code' when determining general policies and principles and giving general guidance (but not when exercising other legislative functions like making rules). This Annex sets out how we have complied with requirements under the LRRRA.



## The FCA's objectives and regulatory principles: Compatibility statement

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- 7.** The proposals set out in this consultation are primarily intended to advance the FCA's operational objectives of:

  - Delivering consumer protection – securing an appropriate degree of protection for consumers.
  - Enhancing market integrity – protecting and enhancing the integrity of the UK financial system.
  - Building competitive markets – promoting effective competition in the interests of consumers.
- 8.** These proposals will support us to protect and enhance market integrity by allowing us to make quicker and more effective decisions ensuring the market is functioning well while also promoting competition. The proposals will also contribute to increased consumer protection from reliable and consistent data collection as we are better enabled to monitor the market.
- 9.** We believe that the impact of these proposals will neither materially affect the international competitiveness of the UK economy, nor its growth in the medium to long term. However, we believe they will improve the FCA's operational efficiency by enabling us to gather the information we need from firms efficiently (preferably using RegData) to help us make faster and more effective decisions, proactively; and indirectly;

  - Securing better outcomes for consumers by having regard to the needs of different consumers in the consumer credit market.
  - Adding trust and confidence in the markets, making the UK an attractive place for firms and investors, which is conducive to the competitiveness and growth of the UK economy as a whole.
- 10.** We believe that, although the policy does not materially affect either international competitiveness or growth, that it is justified for the reasons set out under key benefits outlined in the CP and the CBA, including the prevention and reduction of consumer harm, improved firm experience and facilitating the delivery of a data-led supervision approach for the consumer credit market.
- 11.** We consider these proposals are compatible with the FCA's strategic objective of ensuring that the relevant markets function well because the collection of enhanced data will allow us to effectively monitor compliance with regulatory requirements and identify risks in the retail lending market. For the purposes of the FCA's strategic objective, "relevant markets" are defined by s. 1F FSMA.
- 12.** In preparing the proposals set out in this consultation, the FCA has had regard to the regulatory principles set out in s. 3B FSMA. The relevant regulatory principles are considered below.

### **The need to use our resources in the most efficient and economic way**

13. We have carefully considered the proportionality of our proposed interventions. We are increasingly reliant on data to make quicker, more effective decisions. We use a wide range of data to provide us with insights into the consumer credit market. In some instances, we rely on large ad hoc requests to identify potential harm or use intelligence to identify firms who we request customer level data from as part of our ongoing supervisory work. We wish to move to enhanced data collection through regulatory reporting, a more efficient and economic method of identifying trends and outliers, than alternative methods such as ad hoc large information requests to firms which are more resource intensive for both firms and us.

### **The principle that a burden or restriction should be proportionate to the benefits**

14. We consider that the costs of these proposals are proportionate to the benefits, because as discussed in the cost benefit analysis (CBA) (Annex 1) they will:
- enable us to gather data to effectively supervise retail lending markets;
  - alert us to emerging issues through our ability to identify trends and outliers in the retail lending market; and
  - enable us to use our resources more efficiently.
15. The CBA discusses in further detail the costs and benefits to firms.

### **The desirability of sustainable growth in the economy of the United Kingdom in the medium or long term**

16. We have had regard to this principle and believe our proposals are compatible with it. We discuss this further at Paragraph 23 in the CBA.

### **The general principle that consumers should take responsibility for their decisions**

17. Enhanced data reporting will provide insight into consumer trends and behaviour, to help us better understand the decisions consumers make and how they might take more responsibility for their decisions. Our proposals do not inhibit consumers' ability to purchase the products they wish to purchase, nor do they seek to remove from consumers the need to take responsibility for their own decisions.

### **The responsibilities of senior management**

18. Relevant senior management will need to ensure that their firm complies with our proposed rules, having regard to their responsibilities under the senior managers and certification regime (SMCR), which has applied to most authorised firms since 9 December 2019.

### **The desirability of recognising differences in the nature of, and objectives of, businesses carried on by different persons including mutual societies and other kinds of business organisation**

19. We recognise that the retail lending market contains firms with different capabilities and business models. Enhanced data reporting will provide insight into the business models, to help us to better understand the differences. We have proposed thresholds to remove the reporting burden for firms who undertake business for a certain product on a smaller scale, as well as those who may not have the resources available to implement the changes.

### **The desirability of publishing information relating to persons subject to requirements imposed under FSMA, or requiring them to publish information**

20. We have had regard to this principle and believe our proposals are compatible with it. We may publish data on aggregate trends in the consumer credit market.

### **The need to contribute towards achieving compliance by the Secretary of State with section 1 of the Climate Change Act 2008 (UK net zero emissions target) and section 5 of the Environment Act 2021 (environmental targets)**

21. We do not consider that our proposals conflict with this regulatory principle.

### **The principle that we should exercise of our functions as transparently as possible**

22. Our data reporting requirements are published, and therefore transparent to firms and consumers. We have worked with those in the industry to understand how to shape our proposals through aligning with the Transforming Data Collections programme and we will continue to do so as part of this consultation process.
23. In formulating these proposals, the FCA has had regard to the importance of taking action intended to minimise the extent to which it is possible for a business carried on (i) by an authorised person or a recognised investment exchange; or (ii) in contravention of the general prohibition, to be used for a purpose connected with financial crime (as required by s. 1B(5)(b) FSMA). The data collected will enable us to more effectively identify and prevent financial crime, particularly in relation to consumer credit fraud.

### **Expected effect on mutual societies**

24. The FCA does not expect the proposals in this paper to have a significantly different impact on mutual societies. The extent to which our proposed rules will have an impact on mutual societies will depend on which credit-related regulated activities they carry on (if any).

### **Compatibility with the duty to promote effective competition in the interests of consumers**

25. In preparing the proposals as set out in this consultation, we have had regard to the FCA's duty to promote effective competition in the interests of consumers. In relation to competition, we do not expect that the proposed changes will affect the number

of firms providing consumer credit, or their incentives to compete with each other for customers. As outlined in paragraph 20 of the CBA, we believe our proposals will lead to improved operational efficiency, helping firms' productivity and improving the attractiveness of doing business in the UK.

### **Equality and diversity**

- 26.** We are required under the Equality Act 2010 in exercising our functions to 'have due regard' to the need to eliminate discrimination, harassment, victimisation and any other conduct prohibited by or under the Act, advance equality of opportunity between persons who share a relevant protected characteristic and those who do not, to and foster good relations between people who share a protected characteristic and those who do not.
- 27.** As part of this, we ensure the equality and diversity implications of any new policy proposals are considered. The outcome of our consideration in relation to these matters in this case is stated in paragraphs 1.17 to 1.20 of the Consultation Paper.

### **Legislative and Regulatory Reform Act 2006 (LRR)**

- 28.** We have had regard to the principles in the LRR for the proposals to collect data via regular reporting requirements under new PSD returns that consist of general policies, principles or guidance and consider that our proposals are:
- Transparent – As set out above
  - Accountable – we are consulting on these changes and will publish final rules after considering all feedback received
  - Proportionate – As set out in the CBA
  - Consistent – Our approach would apply in a consistent manner across firms subject to our reporting requirements
  - Targeted only at firms meeting the reporting thresholds outlined above.
- 29.** We have had regard to the Regulators' Code for the parts of the proposals that consist of general policies, principles or guidance and consider that our proposals are proportionate to the benefits that will arise to both consumers and firms. The collected data will support the prevention and reduction of consumer harm, promote competition, and appropriate access to credit while improving the way in which firms submit data to us. Through consultation and pro-active engagement before and during consultation we have provided a simple and straightforward way to engage with the regulated community.

## Annex 3

# Questions in this Paper

- Q1:** What are your views on our proposals for reporting thresholds?
- Q2:** Do you agree with the proposed data items set out in Appendix 1? If not, which items don't you agree with and why?
- Q3:** Will any of the proposed data items cause practical issues (e.g. the proposed format of the data, the timelines of the proposed back book data collection)?  
If so, please provide details.
- Q4:** Do you have any comments on our proposals for back book agreement data collection?
- Q5:** What will be the impact of potentially providing this data in the future on smaller firms who may meet the threshold at a later date?
- Q6:** Will this proposal cause practical issues (e.g. availability of data, difficulty in provision of particular data elements, potential risks of breaching FCA rules)?  
If so, please provide details.
- Q7:** Will this proposal cause practical issues? If so, please provide details.
- Q8:** Do you agree with the proposed timelines?
- Q9:** Do you foresee any challenges in your ability to implement changes and submit the Sales, Performance or back book data? If so, please describe them.
- Q10:** What are your views on the feasibility and any challenges with collecting data on rejected/non-progressed applications for credit.
- Q11:** Do you have any comments on the types of information we would like to collect outlined in:
- i. Paragraph 3.4
  - ii. Paragraph 3.5
  - iii. Paragraph 3.10

- Q12:** Do you have any comments on whether, or how, the FCA could collect key decision metrics (for either or both rejected/non-progressed applications and those who were granted credit)?
- Q13:** Are there any differences in the way data is stored for applications which did result in credit being granted and those that didn't?
- Q14:** Do you have any general comments on our cost benefit analysis?
- Q15:** What changes do you envisage needing to make to implement our proposals? Do you have an early indication of the likely scale of the costs involved and how they would compare to the ongoing costs of continued ad-hoc collections?
- Q16:** Once you have the new systems in place, what resource would you allocate to the collation and reporting of this data? Do you have an early indication of the likely scale of the costs involved?

## Annex 4

# Abbreviations used in this paper

<b>Abbreviation</b>	<b>Description</b>
<b>CBA</b>	Cost Benefit Analysis
<b>COLFOR</b>	Cost of Living Forbearance
<b>CP</b>	Consultation Paper
<b>FSMA</b>	Financial Services and Markets Act 2000
<b>HCC</b>	Home Collected Credit
<b>HCSTC</b>	High-cost short-term credit
<b>IMF</b>	International Monetary Fund
<b>LRRA</b>	Legislative and Regulatory Reform Act
<b>PRA</b>	Prudential Regulation Authority
<b>PSD</b>	Product Sales Data
<b>SCM</b>	Standardised Cost Model
<b>SICGO</b>	Secondary international competitiveness and growth objective
<b>SUP 16</b>	Supervision Manual
<b>SYSC</b>	Senior Management Arrangements, Systems and Controls
<b>TDC</b>	Transforming Data Collections
<b>VCG</b>	Vulnerable Customer Guidance

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# Appendix 1

## Draft Handbook text

## CONSUMER CREDIT (REGULATORY REPORTING) INSTRUMENT 2023

### Powers exercised

- A. The Financial Conduct Authority (“the FCA”) makes this instrument in the exercise of the following powers and related provisions in the Financial Services and Markets Act 2000 (“the Act”):
- (1) section 137A (The FCA’s general rules);
  - (2) section 137T (General supplementary powers); and
  - (3) section 139A (Power of the FCA to give guidance).
- B. The rule-making provisions listed above are specified for the purposes of section 138G(2) (Rule-making instruments) of the Act.

### Commencement

- C. The Annex to this instrument comes into force on [*date*].

### Amendments to the FCA Handbook

- D. The Supervision manual (SUP) is amended in accordance with the Annex to this instrument.

### Notes

- E. In the Annex to this instrument, the “notes” (indicated by “*Editor’s note:*”) are included for the convenience of readers but do not form part of the legislative text.

### Citation

- F. This instrument may be cited as the Consumer Credit (Regulatory Reporting) Instrument 2023.

By order of the Board  
[*date*]

## Annex

### Amendments to the Supervision manual (SUP)

In this Annex, underlining indicates new text and striking through indicates deleted text, unless otherwise specified.

## 16 Reporting requirements

### 16.1 Application

...

- 16.1.3 R Application of different sections of SUP 16 (excluding SUP 16.13, SUP 16.15, SUP 16.22 and SUP 16.26)

(1) Section(s)	(2) Categories of firm to which section applies		(3) Applicable rules and guidance
...			
<i>SUP 16.11</i>	(1)	<i>A firm, other than a managing agent, which is:</i>	
		...	
		(e)	Entire section
		<i>a firm with permission to <del>enter into a regulated credit agreement as lender in respect of high cost short-term credit or home credit loan agreements</del> <u>engage in consumer credit lending</u>; or</i>	
	...		
...			

...

### 16.11 Product Sales, Performance and Backbook Data Reporting

Application to firms with permission to engage in consumer credit lending

- 16.11.-1 R (1) In relation to firms who meet the criteria in SUP 16.11.1R(1)(b) or (ba), the provisions in this section relating to sales data apply from 1 January 2025.

- (2) In relation to firms who meet the criteria in SUP 16.11.1R(2)(c) or (d), the provisions in this section relating to performance data apply from 31 March 2025.
- (3) In relation to firms who meet the criteria in SUP 16.11.1R(3)(a) or (b), the provisions in this section relating to backbook data apply from 1 January 2025.

## Application

16.11.1 R This section applies:

- (1) in relation to sales data reports, to a firm:
- ...
- (b) which has ~~permission to enter into a regulated credit agreement as lender in respect of high-cost short-term credit or home credit loan agreements;~~ engage in consumer credit lending and which has, within the 12-month period ending on 31 December 2024, reported in accordance with SUP 16.12.29CR:
- (i) an annual total value of £500,000 or more outstanding for relevant regulated credit agreements; or
- (ii) an annual total value of £500,000 or more of new advances for relevant regulated credit agreements;
- (ba) which has permission to engage in consumer credit lending and which has, on a date after 1 January 2025, reported in accordance with SUP 16.12.29CR:
- (i) an annual total value of £500,000 or more outstanding for relevant regulated credit agreements; or
- (ii) an annual total value of £500,000 or more of new advances for relevant regulated credit agreements; or
- ...
- (2) in relation to performance data reports:
- (a) to the firm (“A”) which entered into the *regulated mortgage contract*; ~~or~~
- (b) ...
- ...
- (ii) ...

- (c) to a firm which has permission to engage in consumer credit lending and which has, within the 12-month period ending on 31 December 2024, reported in accordance with SUP 16.12.29CR:
- (i) an annual total value of £500,000 or more outstanding for relevant regulated credit agreements; or
- (ii) an annual total value of £500,000 or more of new advances for relevant regulated credit agreements; or
- (d) to a firm which has permission to engage in consumer credit lending and which has, on a date after 1 January 2025, reported in accordance with SUP 16.12.29CR:
- (i) an annual total value of £500,000 or more outstanding for relevant regulated credit agreements; or
- (ii) An annual total value of £500,000 or more of new advances for relevant regulated credit agreements;
- (3) in relation to backbook data reports, to a firm:
- (a) which has permission to engage in consumer credit lending and which has, within the 12-month period ending on 31 December 2024, reported in accordance with SUP 16.12.29CR:
- (i) an annual total value of £500,000 or more outstanding for relevant regulated credit agreements; or
- (ii) an annual total value of £500,000 or more of new advances for relevant regulated credit agreements; or
- (b) which has permission to engage in consumer credit lending and which has, on a date after 1 January 2025, reported in accordance with SUP 16.12.29CR:
- (i) an annual total value of £500,000 or more outstanding for relevant regulated credit agreements; or
- (ii) an annual total value of £500,000 or more of new advances for relevant regulated credit agreements.

16.11.1A G ...

16.11.1B G This section will continue to apply to a firm described in SUP 16.11.1R(1)(b), SUP 16.11.1R(1)(ba), SUP 16.11.1R(2)(c) or SUP 16.11.2R(d), regardless of the annual total value reported for relevant regulated credit agreements in subsequent reporting periods.

## Purpose

- 16.11.2 G (1) The purpose of this section is to set out the requirements for *firms* in the retail mortgage, investment, *consumer credit lending* and *pure protection contract* markets specified in SUP 16.11.1 R to report individual product sales data, and to report individual performance data on *regulated mortgage contracts* and relevant regulated credit agreements, to the FCA. In the case of *firms* in the sale and rent back market, there is a requirement to record, but not to submit, sales data. These requirements apply whether the *regulated activity* has been carried out by the *firm*, or through an intermediary which has dealt directly with the *firm*.

...

## Reporting requirement

- 16.11.3 R (1) A *firm* must submit a report (a ‘data report’) containing the information required by:
- (a) SUP 16.11.5 R (a ‘sales data report’) within 20 *business days* of the end of the reporting period; ~~and~~
  - (b) for *regulated mortgage contracts* and relevant regulated credit agreements, SUP 16.11.5A R (a ‘performance data report’), within 30 *business days* of the end of the reporting period; and
  - (c) SUP 16.11.5B R (a ‘backbook data report’), by no later than the last day of the first calendar quarter ending after the first reporting date.
- unless (3A) or (4) applies.
- (2) The reporting periods are;
- (a) for sales data reports, the four calendar quarters of each year beginning on 1 January; ~~and~~
  - (b) for performance data reports for regulated mortgage contracts, the six month periods beginning on 1 January and 1 July in each calendar year; and
  - (c) for performance data reports for relevant regulated credit agreements, the four calendar quarters of each year beginning on 1 January.
- (2A) The first reporting date is the date on which the *firm* first became subject to the requirement to submit a data report under SUP 16.11.1R.

...

...

## Content of the report

- 16.11.5 R A sales data report must contain sales data in respect of the following products:
- ...
- (6) *regulated sale and rent back agreements; and*
- (7) *~~high-cost short-term credit;~~ and relevant regulated credit agreements.*
- (8) *~~home credit loan agreements.~~*
- 16.11.5A R A performance data report must contain performance data in respect of ~~regulated mortgage contracts other than legacy CCA mortgage contracts;~~:
- (1) *regulated mortgage contracts other than legacy CCA mortgage contracts; and*
- (2) *relevant regulated credit agreements,*
- as applicable.*
- 16.11.5B R (1) *A backbook data report must contain data in respect of all relevant regulated credit agreements that are in force on the firm's first reporting date.*
- (2) *A firm must only provide 1 backbook data report.*
- 16.11.6 G *Guidance on the type of products covered by SUP 16.11.5 R, SUP 16.11.5AR and SUP 16.11.5BR is contained in SUP 16 Annex 20G.*
- ...
- 16.11.8 R (1) A sales data report must relate both to transactions undertaken by the *firm* and to transactions undertaken by an intermediary which has dealt directly with the customer on the *firm's* behalf.
- (2) *The requirement in (1) does not apply to transactions relating to regulated credit agreements.*
- ...

**16 Annex 20 Products covered by the reporting requirement in SUP 16.11**

- G This is the *guidance* referred to in SUP 16.11.6G.

*SUP 16.11.3R, SUP 16.11.5R and SUP 16.11.5AR* require certain *firms* to report product sales data, backbook data and, in respect of *regulated mortgage contracts* other than *legacy CCA mortgage contracts* and relevant regulated credit agreements, performance data. For reporting purposes, a reportable sale applies (other than in the case of a mortgage transaction) where the contract has been made and the premium has been paid.

In the case of mortgage transactions, the reporting requirement applies to loans for house purchase, remortgages, internal product transfers (including those effected by a new mortgage contract and those effected as contract variations) and further advances. In the case of sales data, a reportable mortgage transaction applies where the mortgage transaction has completed (i.e. funds have been transferred and have been applied for the purpose of the mortgage).

~~In the case of *high-cost short-term credit* and *home credit loan agreements*, a reportable transaction has taken place where the loan monies have been advanced to the *borrower*.~~

In the case of a group section 32 buy-out, the figure reported for the ‘total premium amount’ in form PSD002 should be the aggregate figure of all the individual members’ premiums added together. *Firms* should not provide an average premium figure. Where form PSD002 requests individual details (e.g. customer postcode) the firm can, only for group section 32 buy-out transactions, leave the fields blank.

## Part 1 - Products

The following tables provide *guidance* on the products for which sales data, backbook data and (in respect of *regulated credit agreements*) performance data is to be reported. These tables, other than Table 6 in relation to *regulated credit agreements*, are not intended to be a complete list of relevant products; *firms* should report sales data on all products which would fall within the scope of *retail investments*, *pure protection contracts*, and *regulated mortgage contracts* and other *home finance transactions*; ~~*high-cost short-term credit* and *home credit loan agreements*~~. *Firms* should only report sales data, performance data and backbook data for the relevant *regulated credit agreements* set out in Table 6.

...

Table 5 — SHORT TERM LOANS

Relevant loan types comprise:

~~*High-cost short-term credit*~~

~~*Home credit loan agreements*~~



Table 6 – REGULATED CREDIT AGREEMENTS

Relevant regulated credit agreements include:  
All regulated credit agreements other than overdrafts and regulated credit agreements secured on land.

**Part 2: Supporting product definitions/guidance for product sales data reporting**

...

**Short-term loans**

Loan Type	Description
<i>High cost short term credit</i>	<del>Defined in the Handbook Glossary</del>
<i>Home credit loan agreements</i>	<del>Defined in the Handbook Glossary</del>

**16 Annex 21R Reporting Fields**

R ~~This annex consists only of one or more forms. Forms are to be found through the following address:~~

~~Reporting Fields – SUP Chapter 16 Annex 21 R~~

This annex sets out the mandatory data reporting fields that a data report must include.

*Editor’s note:* insert the content of the form previously located at SUP 16 Annex 21R here. Where amendments are to be made to the content of the form, underlining indicates new text and striking through indicates deleted text, unless otherwise specified.

...

**1 GENERAL REPORTING FIELDS**

The following data reporting fields must be completed, where applicable, for all reportable transactions and submitted in a prescribed format.

Data reporting field	Code (where applicable)	Notes

Reference number of product provider	6 <u>or</u> 7 digit number	...
Reference number of <i>firm</i> that sold the product	6 <u>or</u> 7 digit number	...
Transaction reference ( <i>regulated mortgage contracts; high-cost short-term credit and home credit loan agreements and relevant regulated credit agreements</i> only)	Numeric/Alphanumeric	A unique reference for the transaction, internal to the reporting <i>firm</i> , that will enable the <i>firm</i> to provide the <i>FCA</i> with more information concerning the transaction if required, e.g. the account number, application number etc.  <u>In respect of relevant regulated credit agreements only, this should not include a natural person's name or a derivation of their name.</u>
...	...	...
Reference number of the intermediary's <i>principal</i> or <i>network</i>	6 <u>or</u> 7 digit number	...

## 2 SPECIFIC REPORTING FIELDS

...

d) ...

*Editor's note:* Section (e) of the form previously located at SUP 16 Annex 21R (High-cost short-term credit and home credit loan agreements) is deleted in its entirety. The deleted text is not shown. Insert the following new section after the deleted section (e). The text is not underlined.

### (f) Relevant *regulated credit agreements*

**The following data reporting fields must be completed, where applicable for all relevant *regulated credit agreements*.**

#### Notes:

- (1) A *firm* must provide sales data returns in respect of relevant *regulated credit agreements* entered into during the reporting

period.

- (2) A *firm* must provide performance data returns in respect of relevant *regulated credit agreements* which are extant during the reporting period and in respect of which the *firm* is exercising, or has the right to exercise, the *lender's* rights and duties.
- (3) A *firm* must provide backbook data in respect of relevant *regulated credit agreements* which are extant on the *day* that the *firm* becomes subject to the obligation to submit a backbook data report and in respect of which the *firm* is exercising, or has the right to exercise, the *lender's* rights and duties.
- (4) Relevant *regulated credit agreements* include agreements which modify or novate agreements entered into during previous reporting periods.
- (5) A *firm* must continue to report performance data until:
  - (a) the *regulated credit agreement* is cancelled;
  - (b) the *regulated credit agreement* is terminated;
  - (c) the *firm* is no longer the legal owner of the *lender's* rights and duties under the *regulated credit agreement*; or
  - (d) the *regulated credit agreement* is statute barred.
- (6) The *regulated credit agreement* should continue to be reported in the performance data for the reporting period during which the reason to cease reporting performance data occurred. The reason for ceasing to report performance data must be included in the final submission.

Data reporting field	Code (where applicable)	Notes
<b>Sales Data</b>		
Origination agreement type	A: Modified Agreement B: Novated Agreement C: Neither	Enter the relevant code <b>A: Modified Agreement</b> The <i>regulated credit agreement</i> is an earlier agreement as varied or supplemented by a modifying agreement, which is treated as: (a) revoking the earlier agreement; and (b) containing provisions reproducing the combined effect of

		<p>the 2 agreements.</p> <p><b>B: Novated Agreement</b></p> <p>The <i>regulated credit agreement</i> replaces an earlier agreement by novation of the earlier agreement to change the <i>lender</i>.</p> <p><b>C: Neither</b></p> <p>The <i>regulated credit agreement</i> is neither a modified agreement nor a novated agreement.</p>
Earlier agreement - Reference		<p>Report the firm agreement reference which had been reported in previous sales or performance product sales data for the earlier agreement which the <i>regulated credit agreement</i> has replaced.</p> <p>Report 'unknown' if the reference for the earlier agreement is not known.</p>
Earlier agreement - Lender FRN	6 or 7 digit number	Report the FRN of the <i>lender</i> for the earlier agreement at the time when it was modified or novated.
Earlier agreement - Lender name		Report the name of the <i>lender</i> for the earlier agreement at the time when it was modified or novated.
Earlier agreement - Amount outstanding remaining	£	Report the total amount outstanding for the earlier agreement at the time when it was modified.
Earlier agreement - Agreement end date	DD/MM/YYYY	<p>Report the scheduled end date for the earlier <i>credit agreement</i> at the time when it was modified.</p> <p>This can be left blank if the earlier <i>credit agreement</i> was an <i>open-end agreement</i>.</p>
Earlier agreement - APR	%	<p>The annual percentage rate of charge in relation to the earlier <i>credit agreement</i> calculated in accordance with <i>CONC</i> App 1.2.</p> <p>This can be left blank if the facility under the earlier <i>credit agreement</i></p>

		<p>was <i>running-account credit</i> (as applies in <i>CONC</i>).</p> <p>This number should be reported as a percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).</p>
Credit broker FRN	6 or 7 digit number	<p>The FRN of the <i>person</i> (the <i>credit broker</i>) which effected an introduction of the <i>borrower(s)</i> to the <i>lender</i> with a view to the <i>borrower(s)</i> entering into the <i>regulated credit agreement</i>. This should reflect the <i>credit broker's</i> regulatory status at the point the introduction was effected.</p> <p>If the <i>credit broker</i> was neither authorised nor registered as an <i>appointed representative</i>, report this as 000001.</p> <p>If no <i>person</i> acted as the <i>credit broker</i> for the <i>regulated credit agreement</i>, report this as 000002.</p> <p>If the FRN of the <i>credit broker</i> is unknown, report this as 000003.</p>
Credit broker name		The name of the <i>credit broker</i> .
Commission paid by lender to credit broker	£	<p>Amount of commission paid to the <i>credit broker</i> by the <i>lender</i> directly in relation to the <i>regulated credit agreement</i>.</p> <p>Do not include a pro-rata estimate of the commission from any amounts paid to the <i>credit broker</i> which are not directly in relation to the <i>regulated credit agreement</i>.</p>
Commission received by lender from credit broker	£	<p>Amount of commission paid to the <i>lender</i> by the <i>credit broker</i> directly in relation to the <i>regulated credit agreement</i>.</p> <p>Do not include a pro-rata estimate of the commission from any amounts received from the <i>credit broker</i> which are not directly in relation to the <i>regulated credit agreement</i>.</p>

Is the credit agreement also a P2P agreement?	Y; N	Does the <i>regulated credit agreement</i> meet the criteria of <i>P2P agreement</i> as defined in the <i>FCA Handbook</i> ?  This should include when the <i>regulated credit agreement</i> comprises more than one <i>P2P agreement</i> .
P2P platform operator FRN	6 or 7 digit number	If the <i>regulated credit agreement</i> is a <i>P2P agreement</i> , include the FRN of the <i>P2P platform operator</i> which facilitated the <i>P2P agreement</i> .
P2P platform operator Name		The name of the <i>P2P platform operator</i> which facilitated the <i>P2P agreement</i> .
Is the facility under the credit agreement fixed-sum or running-account?	FS: Fixed-sum credit RA: Running-account credit	Enter the relevant code <b>FS: Fixed-sum credit</b> The <i>regulated credit agreement</i> includes a facility whereby the <i>borrower</i> is enabled to receive <i>credit</i> (whether in one amount or by instalments) but which is not <i>running-account credit</i> (as applies in <i>CONC</i> ). <b>RA: Running-account credit</b> The <i>regulated credit agreement</i> includes a facility under which the <i>borrower</i> or another <i>person</i> is enabled to receive from time to time from the <i>lender</i> or a third party <i>cash, goods</i> or services to an amount or value such that, taking into account <i>payments</i> made by or to the credit of the <i>borrower</i> , the <i>credit limit</i> (if any) is not at any time exceeded.
Is the agreement a borrower-lender agreement or a borrower-lender-supplier agreement?	A: Borrower-lender B: Borrower-lender-supplier	Enter the relevant code <b>A: Borrower-lender</b> A <i>regulated credit agreement</i> which meets the criteria of a <i>borrower-lender agreement</i> . <b>B: Borrower-lender-supplier</b> A <i>regulated credit agreement</i> which meets the criteria of a <i>borrower-</i>

		<i>lender-supplier agreement.</i>
Supplier FRN	6 or 7 digit number	<p>The FRN of the <i>person</i> which acted as ‘the <i>supplier</i>’ in the <i>borrower-lender-supplier agreement</i>. This should reflect the <i>supplier’s</i> regulatory status at the point the <i>regulated credit agreement</i> was entered into.</p> <p>If the <i>supplier</i> was neither authorised nor registered as an <i>appointed representative</i>, report this as 000001.</p> <p>If the FRN of the <i>supplier</i> is unknown, report this as 000003.</p>
Supplier name		The name of the <i>supplier</i> .
Is the agreement one of these specific contract types?	<p>A: Hire-purchase agreement</p> <p>B: Conditional sale agreement</p> <p>C: Pawnbroking agreement</p> <p>D: Bill of sale loan agreement</p> <p>E: Green deal plan</p> <p>Y: None of these contract types</p> <p>Z: Unknown</p>	<p>Enter the relevant code</p> <p><b>A: Hire-purchase agreement</b> A <i>regulated credit agreement</i> which meets the criteria of a <i>hire-purchase agreement</i>.</p> <p><b>B: Conditional sale agreement</b> A <i>regulated credit agreement</i> which meets the criteria of a <i>conditional sale agreement</i>.</p> <p><b>C: Pawnbroking agreement</b> A <i>regulated credit agreement</i> for which the <i>lender</i> takes any article in pawn.</p> <p><b>D: Bill of sale loan agreement</b> A <i>regulated credit agreement</i> which meets the criteria of a <i>bill of sale loan agreement</i>.</p> <p><b>E: Green deal plan</b> A <i>regulated credit agreement</i> which also meets the criteria of a <i>green deal plan</i>.</p> <p><b>Y: None of these contract types</b> A <i>regulated credit agreement</i> which is not one of any of the above contract types.</p>

		<p><b>Z: Unknown</b></p> <p><i>A regulated credit agreement which the reporting firm cannot determine to be one of the above contract types.</i></p>
Is the hire-purchase agreement a personal contract purchase agreement?	Y; N	Does the <i>hire-purchase agreement</i> include a guaranteed minimum future value of the motor vehicle which is set out as an optional additional payment at the end of the <i>regulated credit agreement</i> , with the option for the <i>borrower(s)</i> to return the motor vehicle instead of making that payment?
Does the agreement meet the criteria of one of these agreement types as defined in the <i>FCA Handbook</i> ?	<p>A: High-cost short-term credit</p> <p>B: Home credit loan agreement</p> <p>C: RTO agreement</p> <p>D: BNPL agreement</p> <p>Y: None of these <i>FCA Handbook</i> definitions</p> <p>Z: Unknown</p>	<p>Enter the relevant code</p> <p><b>A: High-cost short-term credit</b></p> <p><i>A regulated credit agreement which meets the criteria of high-cost short-term credit.</i></p> <p><b>B: Home credit loan agreement</b></p> <p><i>A regulated credit agreement which meets the criteria of a home credit loan agreement.</i></p> <p><b>C: RTO agreement</b></p> <p><i>A regulated credit agreement which meets the criteria of an RTO agreement as set out in CONC 5B.7(7). Note that, while similar, this is not the same as the criteria for a rent-to-own agreement.</i></p> <p><b>D: BNPL agreement</b></p> <p><i>A regulated credit agreement which meets the criteria of a BNPL agreement.</i></p> <p><b>Y: None of these FCA Handbook definitions</b></p> <p><i>A regulated credit agreement which is not one of any of the above agreement types.</i></p> <p><b>Z: Unknown</b></p> <p><i>A regulated credit agreement which the reporting firm cannot determine to be one of the above agreement</i></p>



		types.
How can the running-account credit be used?	<p>A: Linked to a payment network</p> <p>B: Retail revolving credit to pay for periodic premiums or fees only</p> <p>C: Any other retail revolving credit</p> <p>D: Money transfers only</p> <p>Z: Other</p>	<p>Enter the relevant code</p> <p><b>A: Linked to a payment network</b></p> <p><i>A regulated credit agreement with a facility which allows drawdowns for transactions with any person in a payment network, such as Mastercard and Visa. This includes credit cards.</i></p> <p><b>B: Retail revolving credit to pay for periodic premiums or fees only</b></p> <p><i>A regulated credit agreement which meets the criteria of retail revolving credit, and which only allows the borrower to finance a single periodic premium or fee at any one time.</i></p> <p><b>C: Any other retail revolving credit</b></p> <p><i>A regulated credit agreement which meets the criteria of retail revolving credit, other than a regulated credit agreement which only allows the borrower to finance a single periodic premium or fee at any one time.</i></p> <p><b>D: Money transfers only</b></p> <p><i>A regulated credit agreement which only allows drawdowns to transfer money to a bank account or an electronic money account.</i></p> <p><b>Z: Other</b></p> <p><i>A regulated credit agreement which is not one of any of the above agreement types.</i></p>
Payment network	<p>A: Mastercard</p> <p>B: Visa</p> <p>C: Other</p>	<p>The payment network, such as Mastercard and Visa, that the <i>running-account credit</i> (as applies in <i>CONC</i>) is linked to.</p>
Which suppliers can the retail revolving credit	<p>A: Lender only</p> <p>B: Single supplier</p>	<p>Enter the relevant code</p> <p><b>A: Lender only</b></p>

be used with?	other than the lender C: More than one supplier	Drawdowns can only be made for purchases from the <i>lender</i> . <b>B: Single supplier other than the lender</b> Drawdowns can only be made for purchases from a single <i>supplier</i> which is not the <i>lender</i> . <b>C: More than one supplier</b> Drawdowns can be made for purchases from more than one <i>supplier</i> .
Retail revolving credit supplier FRN	6 or 7 digit number	The FRN of the single <i>person</i> other than the <i>lender</i> for which drawdowns for purchases can be made (the <i>retail revolving credit supplier</i> ). This should reflect the <i>retail revolving credit supplier's</i> regulatory status at the point the <i>regulated credit agreement</i> was entered into.  If the <i>retail revolving credit supplier</i> was neither authorised nor registered as an <i>appointed representative</i> , report this as 000001.  If the FRN of the <i>retail revolving credit supplier</i> is unknown, report this as 000003.
Retail revolving credit supplier name		The name of the <i>retail revolving credit supplier</i> .
Is the agreement a BNPL agreement?	Y; N	Does the <i>regulated credit agreement</i> meet the criteria of a <i>BNPL agreement</i> ?
Is the agreement a credit token agreement?	Y; N	Does the <i>regulated credit agreement</i> meet the criteria of a <i>credit-token agreement</i> ?
Agreement start date	DD/MM/YYYY	Date on which the <i>regulated credit agreement</i> started.
Is the agreement an open-end agreement?	Y; N	Does the <i>regulated credit agreement</i> meet the criteria of an <i>open-end agreement</i> ?

Agreement end date	DD/MM/YYYY	Date on which the <i>regulated credit agreement</i> is scheduled to end.
Is there a minimum duration for the agreement?	Y; N	Does the <i>regulated credit agreement</i> have a minimum duration?
Minimum duration end date	DD/MM/YYYY	Date on which the minimum duration of the <i>regulated credit agreement</i> ends.
Total amount of credit	£	The <i>credit limit</i> or the total sums made available under the <i>regulated credit agreement</i> , as on the date the <i>regulated credit agreement</i> started. See <i>FCA Handbook</i> definition for <i>total amount of credit</i> (as applies in <i>CONC</i> ).
The value of the total amount of credit which is not advanced to the borrower(s) at the start of the agreement	£	The value of any part of the <i>total amount of credit</i> (as applies in <i>CONC</i> ) which is not advanced to the <i>borrower(s)</i> at the start of the agreement but is instead available to be drawn down at a later date.
Guaranteed minimum future value	£	The guaranteed minimum future value of the <i>goods</i> which is set out as an optional additional payment at the end of the <i>regulated credit agreement</i> , with the option for the <i>borrower(s)</i> to return the <i>goods</i> instead of making that payment.
Anticipated annual mileage	#	The anticipated annual mileage used, in part, to determine the guaranteed minimum future value for a motor vehicle in the <i>regulated credit agreement</i> .
How the sale was made	A: Direct face-to-face on trade premises B: Direct face-to-face off trade premises C: Direct telephone D: Direct app	Report how the sale of the <i>regulated credit agreement</i> was made. ‘Direct’ refers to sales made by the <i>lender</i> or a <i>person</i> within the <i>lender's</i> group. ‘Credit broker’ refers to sales made by a <i>credit broker</i> .  Where a sale has been made through more than one method, e.g.

	<p>E: Direct internet  F: Direct post  X: Direct other  Y: Credit broker  Z: Unknown</p>	<p>telephone and then post, report the channel where the product choice was made</p> <p>Enter the relevant code</p> <p><b>A: Direct face-to-face on trade premises</b></p> <p>The sale was made in person on trade premises of the <i>lender</i> or a <i>person</i> within the <i>lender's</i> group, such as a branch of a <i>bank</i> or pawnbroker.</p> <p><b>B: Direct face-to-face off trade premises</b></p> <p>The sale was made in person off trade premises of the <i>lender</i> or a <i>person</i> within the <i>lender's</i> group.</p> <p><b>C: Direct telephone</b></p> <p>The sale was made during a telephone call, including voice calls over the internet.</p> <p><b>D: Direct app</b></p> <p>The sale was made via a dedicated app of the <i>lender</i> or a <i>person</i> within the <i>lender's</i> group. This includes apps for mobiles phones, tablets or similar devices.</p> <p><b>E: Direct internet</b></p> <p>The sale was made via a website, email or other electronic means of communication other than voice calls or dedicated apps.</p> <p><b>F: Direct post</b></p> <p>The sale was made via post.</p> <p><b>X: Direct other</b></p> <p>The sale was made by the <i>lender</i> or a <i>person</i> within the <i>lender's</i> group by any other channel.</p> <p><b>Y: Credit broker</b></p> <p>The sale was made by a <i>credit broker</i>.</p> <p><b>Z: Unknown</b></p>
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		The channel of the sale is unknown.
Postcode of trade premises where sale was made	e.g. XY45 6XX	The full postcode of the trade premises where the sale of the <i>regulated credit agreement</i> was made.
Does the agreement use a brand representing the lender's group or a third-party name?	A: Lender's group (internal/own brand) B: Third-party (external/co-brand)	Enter the relevant code <b>A: Lender's group (internal/own brand)</b> The brand name associated with the <i>regulated credit agreement</i> represents the <i>lender</i> or another <i>person</i> within the <i>lender's</i> group. This option should be selected if the <i>regulated credit agreement</i> is branded by the <i>lender's</i> name only. <b>B: Third-party (external/co-brand)</b> The brand name associated with the <i>regulated credit agreement</i> represents a third party <i>person</i> outside of the <i>lender's</i> group such as through an affinity/partnership scheme or white label product.
Brand name used for the agreement		The brand name associated with the <i>regulated credit agreement</i> when the agreement was entered into.
Internal product reference		The <i>lender's</i> identifier/reference code for the product type to which the <i>regulated credit agreement</i> relates.
Product name used for the agreement		The name used to describe the product type, associated with the internal product reference, to which the <i>regulated credit agreement</i> relates.
Do any financial promotions for the product make reference to it being available to borrowers with bad credit	Y; N	This relates to <i>financial promotions</i> for the product to which the <i>regulated credit agreement</i> relates. 'Bad credit history' includes any equivalent or related terms referring to a <i>borrower's</i> impaired credit history, credit file or credit rating.

<p>history?</p>		<p>This is not intended to record the status of the <i>borrower(s)</i> in the <i>regulated credit agreement</i>.</p>
<p>Do any financial promotions for the product make reference to improvements to the borrower's credit score?</p>	<p>A: Product explicitly tied to credit building            B: Product described as contributing to credit building            Z: No reference to credit score</p>	<p>This relates to <i>financial promotions</i> for the product to which the <i>regulated credit agreement</i> relates.            Improvements to the <i>borrower's</i> credit score includes any equivalent or related terms such as credit building.            Enter the relevant code  <b>A: Product explicitly tied to credit building</b>            The product is promoted as potentially improving a <i>borrower's</i> credit score as the primary purpose of the product.  <b>B: Product described as contributing to credit building</b>            The product is promoted as potentially improving a <i>borrower's</i> credit score as a benefit, but not the primary purpose, of the product.  <b>Z: No reference to credit score</b>            The product is not promoted as potentially improving the <i>borrower's</i> credit score as a benefit.</p>
<p>Is the product only available to a particular class of individual or relevant recipient of credit?</p>	<p>A: Customers which hold a current account with the lender's group            B: Customers which had previously borrowed from the lender's group            C: Employees of the lender's group            X: Any other particular class of individual or relevant recipient of credit            Y: Not restricted to any particular class of</p>	<p>Enter the relevant code  <b>A: Customers which hold a current account with the lender's group</b>            The product to which the <i>regulated credit agreement</i> relates is only available to customers which hold a <i>current account</i> with the <i>lender's</i> group.  <b>B: Customers which had previously borrowed from the lender's group</b>            The product to which the <i>regulated credit agreement</i> relates is only available to customers which had previously entered into a <i>credit</i></p>

	<p>individual or relevant recipient of credit</p> <p>Z: Unknown</p>	<p><i>agreement</i> with the <i>lender's</i> group.</p> <p><b>C: Employees of the lender's group</b></p> <p>The product to which the <i>regulated credit agreement</i> relates is only available to employees of the <i>lender's</i> group.</p> <p><b>X: Any other particular class of individual or relevant recipient of credit</b></p> <p>The product to which the <i>regulated credit agreement</i> relates is only available to a particular class of <i>individual</i> or relevant recipient of credit not covered by the specified options above.</p> <p><b>Y: Not restricted to any particular class of individual or relevant recipient of credit</b></p> <p>The product to which the <i>regulated credit agreement</i> relates is not restricted to a particular class of <i>individual</i> or relevant recipient of credit.</p> <p><b>Z: Unknown</b></p>
<p><i>Representative APR</i> used in financial promotions for the product</p>	<p>%</p>	<p>The <i>representative APR</i> used in <i>financial promotions</i> for the product the <i>regulated credit agreement</i> relates to.</p> <p>This should reflect the <i>financial promotions</i> for the product the <i>regulated credit agreement</i> relates to which were in effect at the time the <i>regulated credit agreement</i> started.</p> <p>This number should be reported as a percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).</p>
<p>APR</p>	<p>%</p>	<p>The annual percentage rate of charge in relation to the <i>regulated credit agreement</i> calculated in accordance with <i>CONC</i> App 1.2.</p> <p>This number should be reported as a percentage to 2 decimal places (e.g.</p>

		3.49 represents 3.49%, not 349%).
Is the annual interest rate fixed or variable?	A: Fixed rate B: Variable rate	Enter the relevant code <b>A: Fixed rate</b> The annual interest rate for the <i>regulated credit agreement</i> is fixed for the duration of the <i>regulated credit agreement</i> . This should include <i>regulated credit agreements</i> with a lower annual interest rate for an initial promotional period, which then reverts to a different fixed rate for the remaining term of the agreement. <b>B: Variable rate</b> The annual interest rate for the <i>regulated credit agreement</i> is not fixed for the duration of the <i>regulated credit agreement</i> .
Does the rate of interest reduce over time in response to indicators of reduced risk?	Y; N	Does the <i>regulated credit agreement</i> include terms to reduce the interest rate applied to the credit balance in response to indicators of reduced risk, such as improvements to the <i>borrower's</i> credit score or a sequence of successful repayments in line with the payment schedule?
Per annum interest rate	%	For <i>regulated credit agreements</i> with a lower per annum interest rate for an initial promotional period, this should reflect the per annum interest rate following this initial promotional period. For all other <i>regulated credit agreements</i> , this should reflect the per annum interest rate on the date the <i>regulated credit agreement</i> started. This number should be reported as a percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).
Credit for business or	B: Business	Enter the relevant code



personal use	P: Personal	<p><b>B: Business</b></p> <p>For where the <i>borrower</i> entered into the agreement was entered into by wholly or predominantly for the purpose of business carried on, or intended to be carried on, by the <i>borrower</i>.</p> <p><b>P: Personal</b></p> <p>All other <i>regulated credit agreements</i>.</p>
Declared purpose of borrowing	<p>A: Debt consolidation loan</p> <p>B: Car loan</p> <p>C: Home improvement loan</p> <p>D: Wedding loan</p> <p>E: Holiday loan</p> <p>Y: Other declared purpose</p> <p>Z: Unknown purpose</p>	<p>The selection should reflect the purpose of the borrowing declared by the <i>borrower</i> in their application.</p> <p>Enter the relevant code</p> <p><b>A: Debt consolidation loan</b></p> <p>To pay off existing <i>credit commitments</i> of the <i>borrower</i>.</p> <p><b>B: Car loan</b></p> <p>To purchase a motor vehicle.</p> <p><b>C: Home improvement loan</b></p> <p>To pay for home improvements.</p> <p><b>D: Wedding loan</b></p> <p>To be used for costs associated with a wedding.</p> <p><b>E: Holiday loan</b></p> <p>To be used to pay for costs associated with holidays.</p> <p><b>Y: Other declared purpose</b></p> <p>A purpose of borrowing is recorded which is not covered by the specified options above.</p> <p><b>Z: Unknown purpose</b></p> <p>No declared purpose of borrowing is recorded.</p>
Was any portion of the loan for direct payment of existing creditors?	Y; N	If part/all of the amount borrowed for debt consolidation included direct payment of the <i>borrower(s)</i> 's existing creditor(s).
Value of direct	£	The value of the amount borrowed

payments of existing creditors		for debt consolidation which was directly paid to the <i>borrower(s)</i> 's existing creditor(s).
Type of good or service provided by the supplier financed by the agreement	A: Motor vehicle B: Home improvement C: Holiday D: Education (fees and/or associated living costs) E: Healthcare/Medical F: Jewellery G: Mobile phones H: Households goods I: Sports and leisure goods J: Mobility K: Static caravans/holiday homes L: Litigation M: Tools N: Agriculture equipment O: Other plant P: Office equipment Q: Insurance premiums R: Annual membership or fees X: Other good Y: Other service Z: Unknown	Enter the relevant code
Was the motor vehicle financed new or used?	A: New B: Used Z: Unknown	Enter the relevant code <b>A: New</b> The motor vehicle financed by the <i>regulated credit agreement</i> has not previously been used or owned by

		<p>another consumer, prior to the start of the <i>regulated credit agreement</i>.</p> <p><b>B: Used</b></p> <p>The motor vehicle financed by the <i>regulated credit agreement</i> has been previously used or owned by another consumer, prior to the start of the <i>regulated credit agreement</i>.</p> <p><b>Z: Unknown</b></p> <p>The reporting <i>firm</i> does not know whether the motor vehicle financed by the <i>regulated credit agreement</i> has been previously used by another consumer, prior to the start of the <i>regulated credit agreement</i>.</p>
Type of motor vehicle financed	<p>A: Car</p> <p>B: Motorhomes and campervans</p> <p>C: Motorbike including scooters</p> <p>D: Light goods vehicle</p> <p>Y: Other type of motor vehicle</p> <p>Z: Unknown</p>	<p>Enter the relevant code</p> <p>A 'motor vehicle' is a wheeled mechanically propelled vehicle intended or adapted for use on roads.</p> <p><b>A: Car</b></p> <p>A 4-wheeled passenger motor vehicle.</p> <p><b>B: Motorhomes and campervans</b></p> <p>A motor vehicle with living accommodation.</p> <p><b>C: Motorbike including scooters</b></p> <p>A 2-wheeled motor vehicle.</p> <p><b>D: Light goods vehicle</b></p> <p>A motor vehicle designed for the carriage of <i>goods</i>, not exceeding 3,500kg.</p> <p><b>Y: Other type of motor vehicle</b></p> <p>Any other known motor vehicle type not covered by the specified options above.</p> <p><b>Z: Unknown</b></p>
Types of security provided by borrower in relation to	<p>A: Guarantee or indemnity</p> <p>B: Motor</p>	<p>Enter the relevant code</p> <p><b>A: Guarantee or indemnity</b></p> <p>An <i>individual</i> other than the</p>

agreement	<p>vehicle/logbook</p> <p>C: Any other physical asset</p> <p>D: Future lump sum</p> <p>E: Financial product</p> <p>F: Title restriction</p> <p>Y: Other security</p> <p>Z: No security</p>	<p><i>borrower</i> has provided a guarantee or an indemnity (or both) in relation to the <i>regulated credit agreement</i>.</p> <p><b>B: Motor vehicle/logbook</b></p> <p>The <i>regulated credit agreement</i> has taken a motor vehicle as security.</p> <p>This includes, but is not limited to, a <i>bill of sale loan agreement</i> for which ownership of a motor vehicle is the good transferred, or a <i>regulated credit agreement</i> which has taken a motor vehicle as an article in pawn.</p> <p><b>C: Any other physical asset</b></p> <p>The <i>regulated credit agreement</i> has taken a physical asset other than a motor vehicle as security.</p> <p>This includes, but is not limited to, a <i>bill of sale loan agreement</i> for which ownership of a physical asset other than a motor vehicle is the good transferred, or a <i>regulated credit agreement</i> has taken a physical asset other than a motor vehicle as an article in pawn.</p> <p><b>D: Future lump sum</b></p> <p>The <i>regulated credit agreement</i> is secured on an expected future lump sum such as, but not limited to, inheritance, a pension lump sum, a claims pay out, or a settlement following litigation.</p> <p><b>E: Financial product</b></p> <p>The <i>regulated credit agreement</i> is secured on another financial product such as an investment portfolio.</p> <p><b>F: Title restriction</b></p> <p>The <i>regulated credit agreement</i> is secured by a Title Restriction at the Land Registry.</p> <p><b>Y: Other security</b></p> <p>Any other security which is not covered by the specified options has been provided in relation to the</p>
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		<p><i>regulated credit agreement.</i></p> <p><b>Z: No security</b></p> <p>The <i>regulated credit agreement</i> has no security provided.</p>
Is the person who has provided the guarantee or the indemnity (or both) a natural person?	Y; N	
What type of future lump sum is the security?	<p>A: Inheritance/probate</p> <p>B: Pension lump sum</p> <p>C: Claims payment</p> <p>D: Settlement following litigation</p> <p>Z: Other</p>	Enter the relevant code.
Is repayment through a Future Earnings Agreement/Income Share Agreement?	Y; N	The <i>regulated credit agreement</i> is to be repaid via a percentage of future earnings rather than via a fixed repayment schedule.
Estimated value of security provided by borrower in relation to agreement	£	<p>For a pawn agreement, the estimated value of the articles taken in pawn under the <i>regulated credit agreement</i>.</p> <p>For a <i>bill of sale loan agreement</i>, the estimated value of the <i>goods</i> for which ownership has transferred to the <i>lender</i>.</p>
Is the borrower a natural person acting as a sole trader or a relevant recipient of credit?	<p>A: Natural person</p> <p>B: Relevant recipient of credit</p>	<p>Enter the relevant code</p> <p><b>A: Natural person</b></p> <p>A natural person acting as a sole trader.</p> <p><b>B: Relevant recipient of credit</b></p> <p>A relevant recipient of credit means:</p> <p>(a) a partnership consisting of 2 or 3 <i>persons</i> not all of whom are bodies corporate; or</p> <p>(b) an unincorporated body of</p>

		<i>persons</i> which does not consist entirely of bodies corporate and is not a partnership.
Name of relevant recipient of credit		<p>If the <i>borrower</i> in the <i>regulated credit agreement</i> is a relevant recipient of credit, the name of the relevant recipient of credit.</p> <p>A relevant recipient of credit is defined in article 60L of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 as:</p> <p>(a) a partnership consisting of 2 or 3 <i>persons</i> not all of whom are bodies corporate; or</p> <p>(b) an unincorporated body of <i>persons</i> which does not consist entirely of bodies corporate and is not a partnership.</p>
Lender's unique reference for relevant recipient of credit		If the <i>borrower</i> in the <i>regulated credit agreement</i> is a relevant recipient of credit, the unique reference used by the <i>lender</i> to identify the relevant recipient of credit in their records.
Number of borrowers named in the agreement	#	<p>The number of <i>borrowers</i> who are individuals which are named in the <i>regulated credit agreement</i>.</p> <p>This should not include individuals not named in the <i>regulated credit agreement</i> who may have access to the facility, such as additional card holders.</p>
Lender's unique reference for individual		<p>The unique reference used by the <i>lender</i> to identify the individual in their records.</p> <p>This should not include the individual's name or a derivation of their name.</p>
Is the individual a borrower or guarantor?	B: Borrower G: Guarantor	<p>Enter the relevant code</p> <p><b>B: Borrower</b></p> <p>The individual is named in the</p>

		<p><i>regulated credit agreement</i> as a <i>borrower</i>.</p> <p><b>G: Guarantor</b></p> <p>The individual is named in the <i>regulated credit agreement</i> as providing a guarantee or an indemnity (or both) in relation to the <i>regulated credit agreement</i>.</p>
Individual's date of birth	DD/MM/YYYY	The date of birth of the individual.
Individual's residential postcode at start of agreement	e.g. XY45 6XX	The full residential postcode of the individual on the date the <i>regulated credit agreement</i> started. This should take the form of, e.g. XY45 6XX.
Individual's residential status at start of agreement	<p>A: Own outright</p> <p>B: Mortgage</p> <p>C: Renting - private landlord</p> <p>D: Renting - social landlord</p> <p>E: Living with relatives or friends</p> <p>Y: Other</p> <p>Z: Unknown</p>	<p>Enter the relevant code</p> <p><b>A: Own outright</b></p> <p>The <i>borrower</i> owns their main residence without a mortgage to pay for the residence.</p> <p><b>B: Mortgage</b></p> <p>The <i>borrower</i> owns their main residence while paying a mortgage to pay for the residence.</p> <p><b>C: Renting - private landlord</b></p> <p>The <i>borrower</i> is renting their main residence from a private landlord.</p> <p><b>D: Renting - social landlord</b></p> <p>The <i>borrower</i> is renting their main residence from a social landlord.</p> <p><b>E: Living with relatives or friends</b></p> <p>The <i>borrower</i> is living with relatives of friends, without a tenancy agreement.</p> <p><b>Y: Other</b></p> <p><b>Z: Unknown</b></p>
Individual's employment status at start of	<p>A: Employed full-time</p> <p>B: Employed part-</p>	<p>Enter the relevant code</p> <p><b>A: Employed full-time</b></p> <p>The <i>borrower</i> had a permanent or</p>

<p>agreement</p>	<p>time</p> <p>C: Employed zero-hours contracts</p> <p>D: Employed temporary</p> <p>E: Self-employed</p> <p>F: Not employed - full time education</p> <p>G: Not employed – retired</p> <p>H: Not employed – other</p> <p>Y: Other</p> <p>Z: Unknown</p>	<p>fixed-term contract(s) to work for an employer(s) on a full-time basis (30 or more hours per week).</p> <p><b>B: Employed part-time</b></p> <p>The <i>borrower</i> had a permanent or fixed-term contract(s) to work for an employer(s) on a part-time basis (fewer than 30 hours per week).</p> <p><b>C: Employed zero-hours contracts</b></p> <p>The <i>borrower</i> had a zero-hours contract to work for an employer(s).</p> <p><b>D: Employed temporary</b></p> <p>The <i>borrower</i> was working through a recruitment agency.</p> <p><b>E: Self-employed</b></p> <p>The <i>borrower</i> was working for themselves as a sole trader.</p> <p><b>F: Not employed - full time education</b></p> <p>The <i>borrower</i> was not employed and was in full time education.</p> <p><b>G: Not employed – retired</b></p> <p>The <i>borrower</i> was not employed and was retired.</p> <p><b>H: Not employed – other</b></p> <p>The <i>borrower</i> was not employed, was not in full time education, and was not retired.</p> <p><b>Y: Other</b></p> <p>The employment status of the <i>borrower</i> is not covered by the specified options.</p> <p><b>Z: Unknown</b></p> <p>The employment status of the <i>borrower</i> was not recorded by the <i>lender</i>.</p>
<p>Was the individual recorded by the <i>lender</i> as</p>	<p>Y; N</p>	<p>This should reflect when the <i>lender</i> had identified and recorded that the individual showed characteristics of vulnerability during the application</p>



potentially vulnerable at the start of agreement?		process.
Does the affordability check information relate to the borrower(s) or guarantor(s)?	B: Borrower(s) G: Guarantor(s)	Enter the relevant code <b>B: Borrower(s)</b> The individual(s) named in the <i>regulated credit agreement</i> as the <i>borrower(s)</i> . <b>G: Guarantor(s)</b> The individual(s) named in the <i>regulated credit agreement</i> as providing a guarantee or an indemnity (or both) in relation to the <i>regulated credit agreement</i> .
Combined number of financial dependants	#	The combined number of individuals who rely on the <i>borrower(s)</i> financially.
Combined net monthly income declared by individual(s)	£	The combined monthly income declared by the <i>borrower(s)</i> net of mandatory deductions such as tax, national insurance, and student loans.  If the income is declared by the <i>borrower(s)</i> as a gross figure, or for a different time period, this should include a derivation of this figure to estimate the net-monthly equivalent.
Combined net monthly income used by lender	£	The estimated combined monthly income of the <i>borrower(s)</i> net of mandatory deductions such as tax, national insurance, and student loans, which was used by the <i>lender</i> in their final affordability and/or credit risk assessment for the application.  If the income figure used in the financial affordability and/or credit risk assessment for the application was a gross figure, or for a different time period, this should include a derivation of this figure to estimate

		the net-monthly equivalent.
Combined declared total monthly expenditure declared by individual(s)	£	<p>The combined monthly expenditure declared by the <i>borrower(s)</i> covering all outgoings.</p> <p>If the expenditure is declared by the <i>borrower(s)</i> for a different time period, this should include a derivation of this figure to estimate the monthly equivalent.</p>
Combined total monthly expenditure used by lender	£	<p>The estimated combined monthly expenditure of the <i>borrower(s)</i> covering all outgoings, which was used by the <i>lender</i> in their final affordability and/or credit risk assessment.</p> <p>If the expenditure figure used in the financial affordability and/or credit risk assessment for the application was for a different time period, this should include a derivation of this figure to estimate the monthly equivalent.</p>
Combined total monthly expenditure for housing used by lender	£	<p>The estimated combined monthly expenditure of the <i>borrower(s)</i> covering housing costs, which was used by the <i>lender</i> in their final affordability and/or credit risk assessment.</p> <p>Housing costs should include any rent, mortgage payments, or other directly related costs for dwelling(s) the <i>borrower(s)</i> live in.</p> <p>If the expenditure figure used in the financial affordability and/or credit risk assessment for the application was for a different time period, this should include a derivation of this figure to estimate the monthly equivalent.</p>
Combined total monthly expenditure for existing credit commitments	£	<p>The estimated combined monthly expenditure of the <i>borrower(s)</i> covering existing credit commitments, which was used by the <i>lender</i> in their final affordability</p>

used by lender		<p>and/or credit risk assessment.</p> <p>Existing credit commitments should include repayments of outstanding <i>credit agreements</i> or mortgage agreements not for the purchase of the dwelling(s) the <i>borrower(s)</i> live in.</p> <p>If the expenditure figure used in the financial affordability and/or credit risk assessment for the application was for a different time period, this should include a derivation of this figure to estimate the monthly equivalent.</p>
Combined total monthly expenditure for costs, other than housing or existing credit commitments, used by lender	£	<p>The estimated combined monthly expenditure of the <i>borrower(s)</i> covering other costs, which was used by the <i>lender</i> in their final affordability and/or credit risk assessment.</p> <p>Other costs should not include expenditure related to housing costs or existing credit commitments. It should include, but is not limited to, living expenses.</p> <p>If the expenditure figure used in the financial affordability and/or credit risk assessment for the application was for a different time period, this should include a derivation of this figure to estimate the monthly equivalent.</p>
Did the affordability and/or credit risk assessment for the agreement include any manual underwriting check?	Y; N	Did the affordability and/or credit risk assessment for the <i>regulated credit agreement</i> involve any manual intervention/assessment by a natural person?
Total charge for credit	£	The true cost to the <i>borrower</i> of the <i>credit</i> provided under the <i>regulated credit agreement</i> calculated in accordance with <i>CONC</i> App 1.

Total cash price of all goods and services financed by the agreement	£	The total <i>cash price</i> of all <i>goods</i> and services financed by the <i>regulated credit agreement</i> .
Advance payment	£	Any <i>advance payment</i> made by the <i>borrower(s)</i> .
Total cost of credit to the borrower:  Total fees or charges payable by the borrower to a credit broker in connection with the agreement	£	Any fee or charge payable by the <i>borrower</i> to a <i>credit broker</i> in connection with the <i>regulated credit agreement</i> (if the fee or charge is known to the <i>lender</i> ), which is included in the <i>total cost of credit to the borrower</i> .
Total cost of credit to the borrower:  Total one-off costs payable to the lender upon entering into the agreement	£	Any one-off costs payable by the <i>borrower</i> to the <i>lender</i> upon entering into the <i>regulated credit agreement</i> which is included in the <i>total cost of credit to the borrower</i> .
Total periodic fees or charges payable for the duration of the agreement	£	Any fees or charges payable by the <i>borrower</i> to the <i>lender</i> as a membership fee, subscription fee or any other fee or charge payable on a periodic basis which is included in the <i>total cost of credit to the borrower</i> .
Total periodic fees or charges payable in an annual period	£	The sum of any fees or charges payable by the <i>borrower</i> to the <i>lender</i> as a membership fee, subscription fee or any other fee payable on a periodic basis over the course of an annual period.  This should reflect an annual period after any initial promotion period when periodic fees are not due or are payable at a lower amount.
Date the first	DD/MM/YYYY	The date when the first fee or charge

periodic fee is scheduled to be incurred		is payable by the <i>borrower</i> to the <i>lender</i> as a membership fee, subscription fee or any other fee payable on a periodic basis over the course of an annual period.
Total interest payable for the duration of the agreement	£	Any interest payable by the <i>borrower</i> to the <i>lender</i> which is included in the <i>total cost of credit to the borrower</i> .
Total cost of credit to the borrower:  Total other costs included in the total cost of credit to the borrower	£	Any fees or charges payable by the <i>borrower</i> to the <i>lender</i> which are included in the <i>total cost of credit to the borrower</i> , and have not been reported as one of:  - Total fees or charges payable by the <i>borrower</i> to a <i>credit broker</i> in connection with the agreement  - Total one-off costs payable to the <i>lender</i> upon entering into the agreement  - Total periodic fees or charges payable for the duration of the agreement  - Total interest payable for the duration of the agreement
Drawdown type	A: Purchases B: Balance transfers C: Money transfers D: Other cash transactions Z: Other drawdown type	Enter the relevant code  <b>A: Purchases</b> Drawdowns which facilitate payment for <i>goods</i> or services.  <b>B: Balance transfers</b> Drawdowns which transfer money to a different <i>running-account credit</i> (as applies in <i>CONC</i> ) facility, excluding a <i>current account</i> with an overdraft facility.  <b>C: Money transfers</b> Drawdowns which transfer money to a bank account or an <i>electronic money</i> account.  <b>D: Other cash transactions</b> Drawdowns for <i>cash</i> transactions, excluding balance transfers and

		<p>money transfers. This should include <i>cash</i> advances, direct debits, travellers' cheques, foreign currency, and any <i>cash</i> substitutes.</p> <p><b>Z: Other drawdown type</b></p> <p>Drawdowns which do not meet any of the specified types.</p>
Regular (non-promotional) annual interest rate for drawdowns	%	<p>The annual interest rate payable on balances.</p> <p>This should not consider any promotional rate which may apply for particular qualifying drawdowns, or during a promotional period.</p> <p>This number should be reported as a percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).</p>
Regular (non-promotional) percentage fee for drawdowns	%	<p>The percentage value for any fee charged which is calculated as a percentage of the value of a drawdown.</p> <p>This should not consider any promotional percentage fee which may apply for particular qualifying drawdowns, or during a promotional period.</p> <p>This number should be reported as a percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).</p>
Regular (non-promotional) minimum fee per drawdown	£	<p>The minimum fee value per drawdown, for any fee charged which is calculated as a percentage of the value of a drawdown.</p> <p>This should not consider any minimum fee value which may apply for particular qualifying drawdowns, or during a promotional period.</p>
Regular (non-promotional) fixed fee per drawdown	£	<p>The value for any fixed fee charged per drawdown.</p> <p>This should not consider any fixed fee value which may apply for particular qualifying drawdowns, or</p>

		during a promotional period.
Regular (non-promotional) percentage fee for non-sterling drawdowns	%	<p>The percentage value for any fee charged which is calculated as a percentage of the value of a drawdown, for non-sterling drawdowns.</p> <p>This should not consider any promotional percentage fee which may apply for particular qualifying drawdowns, or during a promotional period.</p> <p>This number should be reported as a percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).</p>
Regular (non-promotional) minimum fee for non-sterling drawdowns	£	<p>The minimum fee value per drawdown, for any fee charged which is calculated as a percentage of the value of a drawdown, for non-sterling drawdowns.</p> <p>This should not consider any minimum fee value which may apply for particular qualifying drawdowns, or during a promotional period.</p>
Is there a promotional period for drawdowns?	Y; N	A 'promotional period' means a set initial period of the agreement when no, or reduced, interest or charges are payable by the <i>borrower</i> (the promotion) in respect of a specified drawdown type.
Promotional annual interest rate for drawdowns	%	<p>If relevant, the annual interest rate payable, during a promotional period, on balances.</p> <p>This number should be reported as a percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).</p>
Promotional percentage fee for drawdowns	%	<p>If relevant, the percentage value for any fee charged, during a promotional period, which is calculated as a percentage of the value of a drawdown, for this drawdown type.</p> <p>This number should be reported as a</p>

		percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).
Promotional minimum fee per drawdown	£	If relevant, the minimum fee chargeable per drawdown during the promotional period, which is calculated as a percentage of the value of a drawdown.
Promotional fixed fee per drawdown	£	If relevant, the value for any fixed fee charged per drawdown, during a promotional period, for this drawdown type.
Promotional end date for qualifying drawdowns	DD/MM/YYYY	If relevant, the last date upon which a drawdown can be made to qualify for the promotional period.
Promotional end date for promotional rate for drawdowns	DD/MM/YYYY	If relevant, the end date for a promotional period, for this drawdown type.
Does the product include any rewards for making qualifying drawdowns?	Y; N	Rewards should directly relate to drawdowns for purchases and take the form of cashback or points that can be converted into vouchers.  These rewards should relate to the usage of the <i>running-account credit</i> (as applies in <i>CONC</i> ) facility outside of any initial promotional period.
Type of rewards for customer to make drawdowns	A: Cashback for purchases B: Cashback for purchases from specified retailers C: Rewards other than cashback for specified retailers Z: Any other rewards	Select all options which are included for the <i>regulated credit agreement</i> .  <b>A: Cashback for purchases</b> A percentage of the value of qualifying drawdowns will be paid to the <i>borrower(s)</i> as a money transfer or as credit on the <i>regulated credit agreement</i> . This option should not be limited to a specified list of retailers.  <b>B: Cashback for purchases from specified retailers</b> A percentage of the value of qualifying drawdowns with



		<p>specified retailers will be paid to the <i>borrower(s)</i> as a money transfer or as credit on the <i>regulated credit agreement</i>. This option should include products which have a higher percentage cashback for a specified list of retailers, even if cashback is also available more generally.</p> <p><b>C: Rewards other than cashback for specified retailers</b></p> <p>Points are accrued relating to the value of qualifying drawdowns with specified retailers, which can be converted to vouchers to use at the specified retailers.</p> <p><b>Z: Any other rewards</b></p> <p>Any other rewards directly relating to drawdowns for purchases, which are not covered by the specified options above.</p>
End date of promotional period for BNPL credit	DD/MM/YYYY	The end date of the promotional period for the <i>BNPL credit</i> .
Penalty charge for a late payment	£	The value of the charge payable by the <i>borrower(s)</i> if a payment is not made to the <i>lender</i> by a scheduled date.
Penalty charge for a payment returned unpaid	£	The value of the charge payable by the <i>borrower(s)</i> if an attempted payment is returned. This includes, but is not limited to, when there are insufficient funds in the <i>borrower(s)</i> account, the account is closed, or the account is frozen.
Penalty charge for agreement balance being over the agreed credit limit	£	The value of the charge payable by the <i>borrower(s)</i> if the balance of the <i>regulated credit agreement</i> exceeds the assigned <i>credit limit</i> .
Can qualifying drawdowns for purchases be	A: All purchases are treated as instalment	An instalment plan includes drawdowns for purchases which are repaid with a specified payment

repaid with an instalment plan?	<p>plans</p> <p>B: Certain purchases can be repaid as an instalment plan</p> <p>C: No purchases can be repaid with an instalment plan</p>	<p>schedule.</p> <p>Enter the relevant code</p> <p><b>A: All purchases are treated as instalment plans</b></p> <p>All drawdowns for purchases are treated as an instalment plan.</p> <p><b>B: Certain purchases can be repaid as an instalment plan</b></p> <p>When certain qualifying drawdowns for purchases are made, the <i>borrower(s)</i> can choose to treat the drawdown as an instalment plan.</p> <p><b>C: No purchases can be repaid with an instalment plan</b></p> <p>No drawdowns for purchases can be treated as an instalment plan.</p>
Frequency of regular repayments or statements	<p>A: Weekly</p> <p>B: Fortnightly</p> <p>C: Four-weekly</p> <p>D: Monthly</p> <p>E: Quarterly</p> <p>F: Annually</p> <p>Y: Other frequency</p> <p>Z: No regular frequency</p>	<p>For <i>running-account credit</i> (as applies in <i>CONC</i>) facilities this should reflect the accounting period to which statements to the <i>borrower</i> are issued.</p> <p>For <i>fixed-sum credit</i> (as applies in <i>CONC</i>) facilities this should reflect the frequency of repayments set out in the <i>regulated credit agreement</i>.</p>
Number of payments scheduled		<p>This should reflect the number of repayments set out in the <i>regulated credit agreement</i>.</p> <p>If this is unknown when the <i>regulated credit agreement</i> starts, report this as -1.</p>
Amount of regular repayment	£	<p>This should reflect the value of the regular repayments required under the <i>regulated credit agreement</i>.</p> <p>If only the first and/or last repayment scheduled is a different value to all other repayments, these should be discounted.</p> <p>If there is no regular repayment value, or the repayment values are</p>

		unknown when the <i>regulated credit agreement</i> starts, report this as -1.
Repayment method arranged	A: Direct debit B: Standing order C: Continuous payment authority D: Direct from salary via employer Y: Other repayment method Z: No repayment method arranged	Enter the relevant code
<b>Data reporting field</b>	<b>Code (where applicable)</b>	<b>Notes</b>
<b>Performance Data</b>		
Is the beneficial owner of the agreement different from the legal owner of the agreement?	Y; N	Has the beneficial ownership of the <i>regulated credit agreement</i> been assigned to a <i>person</i> other than the legal owner of the <i>regulated credit agreement</i> ?
FRN of beneficial owner	6 or 7 digit number	The FRN of the <i>person</i> (the beneficial owner) which has been assigned the beneficial ownership of the <i>regulated credit agreement</i> .  If the beneficial owner is neither authorised nor registered as an <i>appointed representative</i> , report this as 000001.  If the FRN of the beneficial owner is unknown, report this as 000003.
Name of beneficial owner		The name of the beneficial owner.
Is the facility under the credit agreement fixed-sum or running-account?	FS: Fixed-sum credit RA: Running-account credit	Enter the relevant code <b>FS: Fixed-sum credit</b>  The <i>regulated credit agreement</i> includes a facility whereby the <i>borrower</i> is enabled to receive <i>credit</i> (whether in one amount or

		<p>by instalments) but which is not <i>running-account credit</i> (in <i>CONC</i>).</p> <p><b>RA: Running-account credit</b></p> <p>The <i>regulated credit agreement</i> includes a facility under which the <i>borrower</i> or another <i>person</i> is enabled to receive from time to time from the <i>lender</i> or a third party <i>cash, goods</i> or services to an amount or value such that, taking into account <i>payments</i> made by or to the credit of the <i>borrower</i>, the <i>credit limit</i> (if any) is not at any time exceeded.</p>
Is the agreement a borrower-lender agreement or a borrower-lender-supplier agreement?	<p>A: Borrower-lender</p> <p>B: Borrower-lender-supplier</p>	<p>Enter the relevant code</p> <p><b>A: Borrower-lender</b></p> <p><i>A regulated credit agreement which meets the criteria of a borrower-lender agreement.</i></p> <p><b>B: Borrower-lender-supplier</b></p> <p><i>A regulated credit agreement which meets the criteria of a borrower-lender-supplier agreement.</i></p>
Type of good or service provided by the supplier financed by the agreement	<p>A: Motor vehicle</p> <p>B: Home improvement</p> <p>C: Holiday</p> <p>D: Education (fees and/or associated living costs)</p> <p>E: Healthcare/ Medical</p> <p>F: Jewellery</p> <p>G: Mobile phones</p> <p>H: Households goods</p> <p>I: Sports and leisure goods</p> <p>J: Mobility</p> <p>K: Static</p>	Enter the relevant code

	<p>caravans/holiday homes</p> <p>L: Litigation</p> <p>M: Tools</p> <p>N: Agriculture equipment</p> <p>O: Other plant</p> <p>P: Office equipment</p> <p>Q: Insurance premiums</p> <p>R: Annual membership or fees</p> <p>X: Other good</p> <p>Y: Other service</p> <p>Z: Unknown</p>	
<p>Is the agreement one of these specific contract types?</p>	<p>A: Hire-purchase agreement</p> <p>B: Conditional sale agreement</p> <p>C: Pawnbroking agreement</p> <p>D: Bill of sale agreement</p> <p>E: Green deal plan</p> <p>Y: None of these contract types</p> <p>Z: Unknown</p>	<p>Enter the relevant code</p> <p><b>A: Hire-purchase agreement</b> <i>A regulated credit agreement which meets the criteria of a hire-purchase agreement.</i></p> <p><b>B: Conditional sale agreement</b> <i>A regulated credit agreement which meets the criteria of a conditional sale agreement.</i></p> <p><b>C: Pawnbroking agreement</b> <i>A regulated credit agreement for which the lender takes any article in pawn.</i></p> <p><b>D: Bill of sale loan agreement</b> <i>A regulated credit agreement which meets the criteria of a bill of sale loan agreement.</i></p> <p><b>E: Green deal plan</b> <i>A regulated credit agreement which also meets the criteria of a green deal plan.</i></p> <p><b>Y: None of these contract types</b> <i>A regulated credit agreement which is not one of the specific</i></p>

		<p>options above.</p> <p><b>Z: Unknown</b></p> <p><i>A regulated credit agreement which the reporting firm cannot determine to be one of the specific options above.</i></p>
<p>Is the hire-purchase agreement a personal contract purchase agreement?</p>	<p>Y; N</p>	<p>Does the <i>hire-purchase agreement</i> include a guaranteed minimum future value of the motor vehicle which is set out as an optional additional payment to be made at the end of the term set out in the <i>regulated credit agreement</i>, with the option for the <i>borrower(s)</i> to return the motor vehicle instead of making that payment?</p>
<p>Does the agreement meet the criteria of one of these agreement types as defined in the <i>FCA Handbook</i>?</p>	<p>A: High-cost short-term credit</p> <p>B: Home credit loan agreement</p> <p>C: RTO agreement</p> <p>D: BNPL agreement</p> <p>Y: None of these <i>FCA Handbook</i> definitions</p> <p>Z: Unknown</p>	<p>Enter the relevant code</p> <p><b>A: High-cost short-term credit</b></p> <p><i>A regulated credit agreement which meets the criteria of high-cost short-term credit.</i></p> <p><b>B: Home credit loan agreement</b></p> <p><i>A regulated credit agreement which meets the criteria of a home credit loan agreement.</i></p> <p><b>C: RTO agreement</b></p> <p><i>A regulated credit agreement which meets the criteria of an RTO agreement set out in CONC 5B.7(7). Note that, while similar, this is not the same as the criteria for a rent-to-own agreement.</i></p> <p><b>D: BNPL agreement</b></p> <p><i>A regulated credit agreement which meets the criteria of a BNPL agreement.</i></p> <p><b>Y: None of these FCA Handbook definitions</b></p> <p><i>A regulated credit agreement which is not one of the specific options above.</i></p> <p><b>Z: Unknown</b></p>

		<i>A regulated credit agreement which the reporting firm cannot determine to be one of the specific options above.</i>
How can the running-account credit be used?	<p>A: Linked to a payment network</p> <p>B: Retail revolving credit to pay for periodic premiums or fees only</p> <p>C: Any other retail revolving credit</p> <p>D: Money transfers only</p> <p>Z: Other</p>	<p>Enter the relevant code</p> <p><b>A: Linked to a payment network</b></p> <p><i>A regulated credit agreement with a facility which allows drawdowns for transactions with any person in a payment network, such as Mastercard and Visa. This includes credit cards.</i></p> <p><b>B: Retail revolving credit to pay for annual premiums or fees only</b></p> <p><i>A regulated credit agreement which meets the criteria of retail revolving credit, and which only allows the borrower to finance a single periodic premium or fee at any one time.</i></p> <p><b>C: Any other retail revolving credit</b></p> <p><i>A regulated credit agreement which meets the criteria of retail revolving credit, other than a regulated credit agreement which only allows the borrower to finance a single periodic premium or fee at any one time.</i></p> <p><b>D: Money transfers only</b></p> <p><i>A regulated credit agreement which only allows drawdowns to transfer money to a bank account or an electronic money account.</i></p> <p><b>Z: Other</b></p> <p><i>A regulated credit agreement which is not one of any of the specific options above.</i></p>
Types of security provided by borrower in relation to	<p>A: Guarantee or indemnity</p> <p>B: Motor vehicle/logbook</p>	<p>Enter the relevant code</p> <p><b>A: Guarantee or indemnity</b></p> <p><i>An individual other than the borrower has provided a guarantee</i></p>

agreement	<p>C: Any other physical asset</p> <p>D: Future lump sum</p> <p>E: Financial product</p> <p>F: Title restriction</p> <p>Y: Other security</p> <p>Z: No security</p>	<p>or an indemnity (or both) in relation to the <i>regulated credit agreement</i>.</p> <p><b>B: Motor vehicle/logbook</b></p> <p>The <i>regulated credit agreement</i> has taken a motor vehicle as security.</p> <p>This includes, but is not limited to, a <i>bill of sale loan agreement</i> for which ownership of a motor vehicle is the good transferred, or a <i>regulated credit agreement</i> which has taken a motor vehicle as an article in pawn.</p> <p><b>C: Any other physical asset</b></p> <p>The <i>regulated credit agreement</i> has taken a physical asset other than a motor vehicle as security.</p> <p>This includes, but is not limited to, a <i>bill of sale loan agreement</i> for which ownership of a physical asset other than motor vehicle is the good transferred, or a <i>regulated credit agreement</i> has taken a physical asset other than a motor vehicle as an article in pawn.</p> <p><b>D: Future lump sum</b></p> <p>The <i>regulated credit agreement</i> is secured on an expected future lump sum such as, but not limited to, inheritance, a pension lump sum, a claims pay out, or a settlement following litigation.</p> <p><b>E: Financial product</b></p> <p>The <i>regulated credit agreement</i> is secured on another financial product such as an investment portfolio.</p> <p><b>F: Title restriction</b></p> <p>The <i>regulated credit agreement</i> is secured by a Title Restriction at the Land Registry.</p> <p><b>Y: Other security</b></p>
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		<p>Any other security which is not covered by the specified options above has been provided in relation to the <i>regulated credit agreement</i>.</p> <p><b>Z: No security</b></p> <p>The <i>regulated credit agreement</i> has no security provided.</p>
Is the person who has provided the guarantee or the indemnity (or both) a natural person?	Y; N	Whether or not the <i>person</i> who has provided the guarantee or the indemnity (or both) as security for the <i>regulated credit agreement</i> is a natural person.
Current brand name used for the agreement		The brand name associated with the <i>regulated credit agreement</i> at the end of the reporting period.
Credit for business or personal use	<p>B: Business</p> <p>P: Personal</p>	<p>Enter the relevant code</p> <p><b>B: Business</b></p> <p>For where the <i>borrower</i> entered into the agreement wholly or predominantly for the purpose of business carried on, or intended to be carried on, by the <i>borrower</i>.</p> <p><b>P: Personal</b></p> <p>All other <i>regulated credit agreements</i>.</p>
Is the borrower a natural person acting as a sole trader or a relevant recipient of credit?	<p>A: Natural person</p> <p>B: Relevant recipient of credit</p>	<p>Enter the relevant code</p> <p><b>A: Natural person</b></p> <p>A natural person acting as a sole trader.</p> <p><b>B: Relevant recipient of credit</b></p> <p>A relevant recipient of credit means:</p> <p>(a) a partnership consisting of 2 or 3 <i>persons</i> not all of whom are bodies corporate; or</p> <p>(b) an unincorporated body of <i>persons</i> which does not consist entirely of bodies corporate and is</p>

		not a partnership.
Number of borrowers named in the agreement	#	The number of <i>borrowers</i> who are individuals which are named in the <i>regulated credit agreement</i> .  This should not include individuals not named in the <i>regulated credit agreement</i> who may have access to the facility, such as additional card holders.
Lender's unique reference for individual		The unique reference used by the <i>lender</i> to identify the individual in their records.  This should not include the individual's name or a derivation of their name.
Is the individual a borrower or guarantor?	B: Borrower G: Guarantor	Enter the relevant code  <b>B: Borrower</b>  The individual is named in the <i>regulated credit agreement</i> as a <i>borrower</i> .  <b>G: Guarantor</b>  The individual is named in the <i>regulated credit agreement</i> as providing a guarantee or an indemnity (or both) in relation to the <i>regulated credit agreement</i> .
Individual's residential postcode at end of reporting period	e.g. XY45 6XX	The full residential postcode of the individual at the end of the reporting period.  This should take the form of e.g. XY45 6XX.
Was the individual recorded by the lender as potentially vulnerable at the end of the reporting period?	Y; N	This should reflect when the <i>lender</i> had identified and recorded that the individual showed characteristics of vulnerability as at the end of the reporting period.
Did an accounting	Y; N	An indicator of whether an accounting period ended during

period end for the running-account credit facility during the reporting period?		the reporting period.  'Accounting period' means a period to which a statement in writing relates showing the state of the account, where such statement is given at regular intervals by the <i>lender</i> under a <i>regulated credit agreement</i> for <i>running-account credit</i> (as applies in <i>CONC</i> ) to the <i>borrower(s)</i> .
Accounting period start date	DD/MM/YYYY	The start of the accounting period covered by the statement given to the <i>borrower(s)</i> .
Accounting period end date (the statement date)	DD/MM/YYYY	The end of the accounting period covered by the statement given to the <i>borrower(s)</i> .
Was there a forbearance measure in effect?	Y; N	Indicator of whether a forbearance measure was in effect on the statement date.  A forbearance measure refers to a temporary or voluntary agreement between a <i>lender</i> and a <i>borrower</i> where the <i>lender</i> has granted the <i>borrower</i> permission to temporarily reduce or suspend their regular payments.
Was a breathing space or payment deferral in effect?	A: Debt respite moratorium B: Payment deferral (contractual) C: Payment deferral (forbearance) D: No Debt Respite moratorium or payment deferral in effect	This should reflect whether a breathing space or payment deferral was in effect on the statement date.  Enter the relevant code <b>A: Debt respite moratorium</b> A Debt Respite moratorium. <b>B: Payment deferral (contractual)</b> A payment deferral offered as a term in the <i>regulated credit agreement</i> . <b>C: Payment deferral (forbearance)</b> A payment deferral which is not

		<p>offered as a term in the <i>regulated credit agreement</i>.</p> <p><b>D: No Debt Respite moratorium or payment deferral in effect</b></p> <p>References to payment deferral should include any agreement between the <i>lender</i> and the <i>borrower(s)</i> to pause scheduled repayments, even if they are not referred to as a 'payment deferral'.</p>
Was there a repayment plan in effect?	Y; N	<p>Indicator of whether a repayment plan was in effect on the statement date.</p> <p>A repayment plan is a structured agreement between <i>lender</i> and <i>borrower</i> outlining the terms and schedule for repaying a debt which is different from the terms of the <i>regulated credit agreement</i>.</p>
Which debt solution did the repayment plan relate to?	<p>A: Individual voluntary arrangement</p> <p>B: Debt relief order</p> <p>C: Bankruptcy</p> <p>D: Protected trust deed</p> <p>E: Sequestration (including minimal asset process)</p> <p>F: Debt arrangement scheme</p> <p>X: Other statutory</p> <p>G: Debt management plan</p> <p>Y: Other non-statutory</p> <p>Z: Unknown</p>	Enter the relevant code
Were any interest, fees, or charges waived or reduced, as part of forbearance measures?	Y; N	Indicator of whether any interest, fees, or charges were waived or reduced during the accounting period as part of forbearance measures.

Number of months in persistent debt	#	The number of <i>months</i> that the <i>lender</i> has classified the <i>regulated credit agreement</i> as being in 'persistent debt' by the statement date.
Credit limit	£	The <i>credit limit</i> for the <i>regulated credit agreement</i> on the statement date.
Statement balance	£	The balance of the <i>running-account credit</i> (as applies in <i>CONC</i> ) facility on the statement date.
Statement balance which relates to drawdowns	£	The portion of the balance of the <i>running-account credit</i> (as applies in <i>CONC</i> ) facility on the statement date which relates to drawdowns of any type.
Statement balance which is in arrears	£	The portion of the balance of the <i>running-account credit</i> (as applies in <i>CONC</i> ) facility on the statement date which is in arrears.
Status reported to at least one credit reference agency	A: Not reported B: Up to date C: Arrears D: Default E: Other F: Unknown	<p>If details of the <i>regulated credit agreement</i> are reported to at least one <i>credit reference agency</i>, the payment status reported to the <i>credit reference agency</i> in relation to the <i>month</i> which most closely aligns to the accounting period.</p> <p>Enter the relevant code</p> <p><b>A: Not reported</b></p> <p>Details of the <i>regulated credit agreement</i> were not reported to a <i>credit reference agency</i>.</p> <p><b>B: Up to date</b></p> <p>The payment status reported to the <i>credit reference agency</i> indicated that the <i>regulated credit agreement</i> was up to date with repayments.</p> <p><b>C: Arrears</b></p> <p>The payment status reported to the <i>credit reference agency</i> indicated that the <i>regulated credit agreement</i></p>

		<p>was in arrears.</p> <p><b>D: Default</b></p> <p>The payment status reported to the <i>credit reference agency</i> indicated that the <i>regulated credit agreement</i> was in default.</p> <p><b>E: Other</b></p> <p>The payment status reported to the <i>credit reference agency</i> indicated that the <i>regulated credit agreement</i> is a status other than up to date, in arrears, or in default.</p> <p><b>F: Unknown</b></p> <p>Details of the <i>regulated credit agreement</i> were reported to a <i>credit reference agency</i>, but the payment status reported is unknown.</p>
Statement minimum repayment due	£	The minimum payment the <i>borrower</i> is required to pay in relation to the balance on the statement date.
Scheduled repayment plan repayment expected	£	The repayment expected as part of the repayment plan during the accounting period.
DEBITS: Total	£	The total value of all debits (drawdowns, interest, fees and charges etc) during the accounting period.
DEBITS: Periodic fees incurred	£	The total value of debits during the accounting period for any fees or charges incurred in relation to a membership fee, subscription fee or any other fee payable on a periodic basis.
DEBITS: Non-sterling drawdown fees incurred	£	The total value of debits during the accounting period for any fees or charges incurred in relation to non-sterling drawdowns.

DEBITS: Other fees and charges incurred	£	<p>The total value of debits during the accounting period for any fees or charges incurred excluding:</p> <ul style="list-style-type: none"> <li>- interest for specified drawdown types;</li> <li>- fees and charges for specified drawdown types;</li> <li>- non-sterling drawdowns;</li> <li>- periodic fees; or</li> <li>- penalty charges for specified types.</li> </ul> <p>This should include the value of any interest incurred during the accounting period for balances relating to other fees and charges.</p>
DEBITS: Any other debits	£	<p>The total value of any debits during the accounting period excluding:</p> <ul style="list-style-type: none"> <li>- drawdowns for specified drawdown types;</li> <li>- interest for specified drawdown types;</li> <li>- fees and charges for specified drawdown types;</li> <li>- non-sterling drawdowns;</li> <li>- periodic fees;</li> <li>- penalty charges for specified types; or</li> <li>- other fees and charges.</li> </ul>
CREDITS: Total	£	The total value of all credits (payments, chargebacks, forbearance etc) during the accounting period.
CREDITS: Total payment received - balance transfer	£	The total value of all credits during the accounting period in relation to balance transfers received from another <i>running-account credit</i> (as applies in <i>CONC</i> ) facility.
CREDITS: Total payment	£	The total value of all credits during the accounting period from the

received – from borrower(s) other		<i>borrower(s)</i> other than balance transfers from another <i>running-account credit</i> (as applies in <i>CONC</i> ) facility.
CREDITS: Total payment received - from guarantor(s)	£	The total value of all credits during the accounting period from the guarantor(s).
CREDITS: Chargebacks	£	The total value of all credits during the accounting period in relation to chargebacks.
CREDITS: Forbearance (waiving of contractual interest, fees and charges)	£	The total value of all credits during the accounting period in relation to the waiving of contractual interest, fees and charges for forbearance purposes.
CREDITS: Other refunds	£	The total value of all credits during the accounting period in relation to any other refunds or redress.
CREDITS: Any other credits	£	The total value of all credits during the accounting period other than: <ul style="list-style-type: none"> <li>- balance transfers received from another <i>running-account credit</i> (as applies in <i>CONC</i>) facility;</li> <li>- payments received from <i>borrower(s)</i>;</li> <li>- payments received from guarantor(s);</li> <li>- chargebacks;</li> <li>- forbearance waiving contractual interest, fees and charges; or</li> <li>- other refunds.</li> </ul>
Drawdown type	A1: Purchases treated as BNPL A2: Purchases treated as instalment plans A3: All other purchases B: Balance transfers	Enter the relevant code <b>A: Purchases treated as BNPL</b> Drawdowns which facilitate payment for <i>goods</i> or services which meet the criteria of <i>BNPL credit</i> . <b>A2: Purchases treated as</b>



	<p>C: Money transfers</p> <p>D: Other cash transactions</p> <p>Z: Other drawdown type</p>	<p><b>instalment plans</b></p> <p>Drawdowns which facilitate payment for <i>goods</i> or services which are repaid with a specified payment schedule.</p> <p><b>A3: All other purchases</b></p> <p>Drawdowns which facilitate payment for <i>goods</i> or services other than those treated as BNPL or instalment plans.</p> <p><b>B: Balance transfers</b></p> <p>Drawdowns which transfer money to a different <i>running-account credit</i> (as applies in <i>CONC</i>) facility, excluding a <i>current account</i> with an overdraft facility.</p> <p><b>C: Money transfers</b></p> <p>Drawdowns which transfer money to a bank account or an <i>electronic money</i> account.</p> <p><b>D: Other cash transactions</b></p> <p>Drawdowns for <i>cash</i> transactions, excluding balance transfers and money transfers. This should include <i>cash</i> advances, direct debits, travellers' cheques, foreign currency, and any <i>cash</i> substitutes.</p> <p><b>Z: Other drawdown type</b></p> <p>Drawdowns which do not meet any of the specified types.</p>
Number of drawdowns	#	The number of drawdowns made during the accounting period, for this drawdown type.
DEBITS: Total value of drawdowns	£	The value of drawdowns made during the accounting period, for this drawdown type.
DEBITS: Interest incurred for drawdown type	£	The value of interest incurred during the accounting period, for balances relating to this drawdown type.
DEBITS: Fees	£	The value of fees and charges

and charges incurred for drawdown type		incurred during the accounting period, for making this drawdown type.
CREDITS: Repayment of drawdown type	£	The value of repayments made during the accounting period assigned to balances, for this drawdown type.
CREDITS: Repayment of interest charged on drawdown type	£	The value of repayments made during the accounting period assigned to balances for interest incurred, for this drawdown type.
CREDITS: Repayment of fees and charges incurred for making drawdown type	£	The value of repayments made during the accounting period assigned to balances for fees and charges incurred, for making this drawdown type.
BALANCE of drawdown type outstanding	£	The balance outstanding on the statement date, for this drawdown type.
BALANCE of interest incurred for drawdown type outstanding	£	The balance outstanding on the statement date, for interest incurred for this drawdown type.
BALANCE of fees and charges for drawdown type outstanding	£	The balance outstanding on the statement date, for fees and charges incurred for making this drawdown type.
Annual interest rate for new drawdowns	%	As at the statement date, the annual interest rate payable on balances for new drawdowns made for this drawdown type.  This number should be reported as a percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).
Percentage fee for new drawdowns	%	As at the statement date, the percentage value for any fee charged for new drawdowns made for this drawdown type, which is calculated as a percentage of the

		<p>value of the drawdown.</p> <p>This number should be reported as a percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).</p>
Minimum fee per new drawdown	£	As at the statement date, the minimum fee value per drawdown for this drawdown type, for any fee charged which is calculated as a percentage of the value of the drawdown.
Fixed fee per new drawdown	£	<p>As at the statement date, the value for any fixed fee charged per new drawdown for this drawdown type.</p> <p>This should not consider any promotional fixed fee value which may apply for qualifying drawdowns.</p>
Promotional annual interest rate in effect for new drawdowns	Y; N	As at the statement date, whether a promotional annual interest rate was in effect for new drawdowns for this drawdown type.
Was a repayment scheduled for a date during the reporting period?	Y; N	<p>An indicator of whether a repayment was scheduled for a date during the reporting period.</p> <p>'Scheduled repayment period' means a period from the <i>day</i> after the previous scheduled repayment to the scheduled payment date.</p>
Scheduled payment period start date	DD/MM/YYYY	The date of the <i>day</i> after the previous scheduled repayment date.
Scheduled payment date	DD/MM/YYYY	The scheduled repayment date.
Was there a forbearance measure in effect?	Y; N	<p>Indicator of whether a forbearance measure was in effect on the scheduled repayment date.</p> <p>A forbearance measure refers to a temporary or voluntary agreement between a <i>lender</i> and a <i>borrower</i> where the <i>lender</i> has granted the <i>borrower</i> permission to</p>

		temporarily reduce or suspend their regular payments.
Was a breathing space or payment deferral in effect?	<p>A: Debt respite moratorium</p> <p>B: Payment deferral (contractual)</p> <p>C: Payment deferral (forbearance)</p> <p>D: No Debt Respite moratorium or payment deferral in effect</p>	<p>This should reflect whether a breathing space or payment deferral was in effect on the scheduled repayment date.</p> <p>Enter the relevant code</p> <p><b>A: Debt respite moratorium</b> A Debt Respite moratorium.</p> <p><b>B: Payment deferral (contractual)</b> A payment deferral offered as a term in the <i>regulated credit agreement</i>.</p> <p><b>C: Payment deferral (forbearance)</b> A payment deferral which is not offered as a term in the <i>regulated credit agreement</i>.</p> <p><b>D: No Debt Respite moratorium or payment deferral in effect</b> References to payment deferral should include any agreement between the <i>lender</i> and the <i>borrower(s)</i> to pause scheduled repayments, even if they are not referred to as a 'payment deferral'.</p>
Was there a repayment plan in effect?	Y; N	<p>Indicator of whether a repayment plan was in effect on the scheduled repayment date.</p> <p>A repayment plan is a structured agreement between <i>lender</i> and <i>borrower</i> outlining the terms and schedule for repaying a debt which is different from the terms of the <i>regulated credit agreement</i>.</p>
Which debt solution did the repayment plan relate to?	<p>A: Individual voluntary arrangement</p> <p>B: Debt relief order</p> <p>C: Bankruptcy</p> <p>D: Protected trust</p>	Enter the relevant code

	<p>deed</p> <p>E: Sequestration (including minimal asset process)</p> <p>F: Debt arrangement scheme</p> <p>X: Other statutory</p> <p>G: Debt management plan</p> <p>Y: Other non-statutory</p> <p>Z: Unknown</p>	
Were any interest, fees, or charges waived or reduced, as part of forbearance measures?	Y; N	Indicator of whether any interest, fees, or charges were waived or reduced during the scheduled repayment period as part of forbearance measures.
Scheduled contractual repayment expected	£	The contractual repayment expected on the scheduled repayment date.
Scheduled repayment plan repayment expected	£	The repayment expected as part of the repayment plan on the scheduled repayment date.
DEBITS: Interest incurred	£	The total value of debits during the scheduled repayment period for any interest incurred.
DEBITS: Periodic fees incurred	£	The total value of debits during the scheduled repayment period for any fees or charges incurred in relation to a membership fee, subscription fee or any other fee payable on a periodic basis.
DEBITS: Early settlement fees	£	The total value of debits during the scheduled repayment period for any early settlement fees incurred.
DEBITS: Other fees and charges	£	The total value of debits during the scheduled repayment period for

incurred		any fees or charges incurred excluding: - interest; - periodic fees; - early settlement fees; or - penalty charges for specified types.
DEBITS: Any other adjustment	£	The total value of any debits during the scheduled repayment period excluding: - interest; - periodic fees; - early settlement fees; - penalty charges for specified types; or - other fees and charges.
CREDITS: Total payment received from borrower(s)	£	The total value of all credits during the scheduled repayment period from the <i>borrower(s)</i> .
CREDITS: Total payment received from guarantor(s)	£	The total value of all credits during the scheduled repayment period from the <i>guarantor(s)</i> .
CREDITS: Forbearance (waiving of contractual interest and fees)	£	The total value of all credits during the scheduled reporting period in relation to the waiving of contractual interest, fees and charges for forbearance purposes.
CREDITS: Other refunds	£	The total value of all credits during the scheduled period in relation to any other refunds or redress.
CREDITS: Any other adjustment	£	The total value of all credits during the scheduled repayment period excluding: - payments received from <i>borrower(s)</i> ; - payments received from <i>guarantor(s)</i> ;

		- forbearance (waiving contractual interest, fees and charges); or - other refunds.
BALANCE Total amount outstanding after repayments made	£	The total amount outstanding at the end of the scheduled repayment date.  This should account for any repayments made up to and including the scheduled repayment date.
BALANCE Total amount of principal borrowed outstanding after repayments made	£	The total amount outstanding at the end of the scheduled repayment date which related to the principal borrowed.  This should account for any repayments made up to and including the scheduled repayment date.
BALANCE Total amount outstanding in arrears after repayments made	£	The total amount outstanding at the end of the scheduled repayment date which is in arrears.  This should account for any repayments made up to and including the scheduled repayment date.
The status reported to at least one credit reference agency	A: Not reported B: Up to date C: Arrears D: Default E: Other F: Unknown	If details of the <i>regulated credit agreement</i> are reported to at least one <i>credit reference agency</i> , the payment status reported to the <i>credit reference agency</i> in relation to the <i>month</i>  which most closely aligns to the accounting period.  Enter the relevant code  <b>A: Not reported</b>  Details of the <i>regulated credit agreement</i> were not reported to a <i>credit reference agency</i> .  <b>B: Up to date</b>  The payment status reported to the <i>credit reference agency</i> indicated that the <i>regulated credit agreement</i>

		<p>was up to date with repayments.</p> <p><b>C: Arrears</b></p> <p>The payment status reported to the <i>credit reference agency</i> indicated that the <i>regulated credit agreement</i> was in arrears.</p> <p><b>D: Default</b></p> <p>The payment status reported to the <i>credit reference agency</i> indicated that the <i>regulated credit agreement</i> was in default.</p> <p><b>E: Other</b></p> <p>The payment status reported to the <i>credit reference agency</i> indicated that the <i>regulated credit agreement</i> is a status other than up to date, in arrears, or in default.</p> <p><b>F: Unknown</b></p> <p>Details of the <i>regulated credit agreement</i> were reported to a <i>credit reference agency</i>, but the payment status reported is unknown.</p>
Number of optional drawdowns	#	The number of optional drawdowns made during the scheduled repayment period.
DEBITS: Total value of optional drawdowns	£	The value of optional drawdowns made during the scheduled repayment period.
Per annum interest rate	%	<p>For <i>regulated credit agreements</i> with a lower per annum interest rate for an initial promotional period, this should reflect the per annum interest rate following this initial promotional period.</p> <p>For all other <i>regulated credit agreements</i> this should reflect the per annum interest rate at the scheduled repayment date.</p> <p>This number should be reported as a percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).</p>



BNPL payment condition in effect	Y; N	Whether the <i>BNPL credit</i> promotional period is in effect as at the scheduled repayment date.  A 'promotional period' means a set initial period of the agreement when no, or reduced, interest or charges are payable by the <i>borrower</i> (the promotion) in respect of a specified drawdown type.
Penalty charge type	A: Correspondence B: Over credit limit C: Late payment D: Returned/failed payment E: Broken arrangement F: Arrears G: Default H: Field agent visit I: Legal fees including solicitor instruction J: Other third party debt recovery Y: Any other penalty charge Z: Unassigned	Enter the relevant code
DEBITS: Value of penalty charge type incurred	£	The value of new charges incurred during the accounting period for this penalty charge type.  This should include the value of any interest incurred during the accounting period for balances relating to this penalty charge type.
CREDITS: Repayments of penalty charge type	£	The value of repayments made during the accounting period assigned to balances for this penalty charge type.
BALANCE of	£	The balance outstanding on the

penalty charge type outstanding after repayments made		statement date, for this penalty charge type.
Penalty charge type	A: Correspondence C: Late payment D: Returned/failed payment E: Broken arrangement F: Arrears G: Default H: Field agent visit K: Repossession I: Legal fees including solicitor instruction J: Other third-party debt recovery L: Excess mileage, and wear and tear Y: Other Z: Unassigned	Enter the relevant code
DEBITS: Value of penalty charge type incurred	£	The value of new charges incurred during the scheduled repayment period for this penalty charge type. This should include the value of any interest incurred during the scheduled repayment period for balances relating to this penalty charge type.
CREDITS: Repayments of charge type incurred	£	The value of repayments made during the scheduled repayment period assigned to balances for this penalty charge type.
BALANCE of charge type outstanding	£	The balance outstanding on the scheduled repayment date, for this penalty charge type.
Has a default notice taken	Y; N	Whether the <i>borrower(s)</i> did not take the action required to remedy

effect in relation to this agreement?		<p>the breach by the date specified in a default notice issued in relation to the <i>regulated credit agreement</i>.</p> <p>This should reflect the status of the <i>regulated credit agreement</i> at the end of the reporting period. This includes any default notices which took effect at any time prior to the end of the reporting period, not just those which took effect during the reporting period.</p>
Date default notice took effect	DD/MM/YYYY	<p>The date specified in the default notice by which the <i>borrower(s)</i> had not taken the action required to remedy the breach.</p>
Has a county court judgment been made against the borrower(s) in relation to this agreement?	Y; N	<p>Whether a county court judgement has been made in relation to the <i>regulated credit agreement</i>.</p> <p>This should reflect the status of the <i>regulated credit agreement</i> at the end of the reporting period. This includes any county court judgments which were made at any time prior to the end of the reporting period, not just those which were made during the reporting period.</p>
Has an enforcement order been made against the borrower(s) in relation to this agreement?	Y; N	<p>Whether a court order to enforce the <i>regulated credit agreement</i> has been made.</p> <p>This should reflect the status of the <i>regulated credit agreement</i> at the end of the reporting period. This includes any court orders to enforce the <i>regulated credit agreement</i> which were made at any time prior to the end of the reporting period, not just those which were made during the reporting period.</p> <p>Such court orders include, but are not limited to, charging orders, and writs and warrants of possession, control, and delivery.</p>

Have steps been taken to enforce the security?	Y; N	Whether steps have been taken by the <i>lender</i> , or a third party acting on behalf of the <i>lender</i> , to enforce the security.
Is the agreement statute barred?	Y; N	Whether the <i>regulated credit agreement</i> is statute barred at the end of the reporting period. See <i>CONC 7.15</i> Statute barred debts.
Was a third-party debt collection agency or enforcement agency instructed in relation to the agreement?	Y; N	Whether a third-party debt collection agency or enforcement agency has been instructed in relation to the <i>regulated credit agreement</i> during the reporting period.  This should include instructions made prior to the reporting period which were still in effect during the reporting period.
Third-party debt collection agency or enforcement agency FRN	6 or 7 digit number	The FRN of the agency instructed in relation to the <i>regulated credit agreement</i> ('the agency').  If the agency was neither authorised nor registered as an <i>appointed representative</i> , report this as 000001.
Third-party debt collection agency or enforcement agency name		The name of the agency.
Did a third-party debt advice firm act on behalf of the borrower(s)?	Y; N	Whether a third-party debt advice firm acted on behalf of the <i>borrower(s)</i> at the end of the reporting period.
Is this the reporting firm's last submission of performance data for this agreement?	Y; N	Whether an event occurred during the reporting period which means the <i>regulated credit agreement</i> will not be included in the following reporting period.
Reason for	A: The agreement	Enter the relevant code

<p>ceasing to submit performance data for this agreement</p>	<p>was cancelled</p> <p>B: The agreement was terminated</p> <p>C: Legal ownership of the agreement was assigned to another person</p> <p>D: Agreement statute barred (Scotland)</p> <p>E: Agreement statute barred (England, Wales, and Northern Ireland)</p>	<p><b>A: The agreement was cancelled</b></p> <p>The <i>borrower</i> exercised a right to cancel the <i>regulated credit agreement</i>, as described in <i>CONC 11.1</i>.</p> <p><b>B: The agreement was terminated</b></p> <p>The <i>regulated credit agreement</i> was terminated for any reason.</p> <p><b>C: Legal ownership of the agreement was assigned to another person</b></p> <p>The legal ownership of the <i>regulated credit agreement</i> has been assigned to a <i>person</i> ('the legal assignee') other than the reporting <i>firm</i>.</p> <p>If the <i>regulated credit agreement</i> has been novated to substitute the <i>lender</i>, this should be recorded as B: The agreement was terminated.</p> <p><b>D: Agreement statute barred (Scotland)</b></p> <p>The <i>regulated credit agreement</i> is governed by Scottish law and has become statute barred as described in <i>CONC 7.15</i>.</p> <p><b>E: Agreement statute barred (England, Wales, and Northern Ireland)</b></p> <p>The <i>regulated credit agreement</i> is not governed by Scottish law, has become statute barred as described in <i>CONC 7.15</i>.</p>
<p>Date of cancellation</p>		<p>The date the <i>regulated credit agreement</i> was cancelled.</p>
<p>Termination type</p>	<p>A: Principal repaid in full - early settlement (fixed-sum)</p> <p>B: Principal repaid in full - not early settlement (fixed-sum)</p>	<p>Enter relevant code</p>

	<p>C: PCP</p> <p>D: Principal repaid in full - borrower's request (running-account)</p> <p>E: Principal repaid in full - lender's request (running-account)</p> <p>F: Principal repaid in full - end of agreement (running-account not open-ended)</p> <p>G: Hire-purchase or conditional sale specific outcome</p> <p>H: Principal covered by security</p> <p>I: Agreement modified by modifying agreement</p> <p>J: Agreement novated to change the lender</p> <p>Y: Other termination type</p> <p>Z: Unknown termination type</p>	
Date of termination	DD/MM/YYYY	The date on which the <i>regulated credit agreement</i> was terminated.
Balance at date of termination	£	The total amount outstanding of the <i>regulated credit agreement</i> at the date of termination.
Hire-purchase or conditional sale specific outcome	<p>A: Voluntary termination</p> <p>B: Voluntary surrender</p> <p>C: Repossession</p>	Enter the relevant code
Personal contract purchase specific outcome	<p>A: Balloon payment paid</p> <p>B: Motor vehicle part exchanged for another</p>	Enter the relevant code

	<p>motor vehicle financed by the lender</p> <p>C: Motor vehicle part exchanged for another motor vehicle finance by a different lender</p> <p>D: Vehicle handed back to the supplier</p> <p>Y: Other outcome</p> <p>Z: Unknown outcome</p>	
FRN of the new lender in the novated agreement	6 or 7 digit number	<p>Report the FRN of the <i>lender</i> (the new <i>lender</i>) for the new <i>credit agreement</i> created by the novation. This should reflect the new <i>lender's</i> regulatory status at the novation.</p> <p>If the new <i>lender</i> was neither authorised nor registered as an <i>appointed representative</i>, report this as 000001.</p> <p>If the FRN of the new <i>lender</i> is unknown, report this as 000003.</p>
Name of the new lender in the novated agreement		Report the name of the new <i>lender</i> for the new <i>credit agreement</i> created by the novation.
Date of assignment of legal ownership	DD/MM/YYYY	The date on which the legal ownership of the <i>regulated credit agreement</i> was assigned.
Balance at date of assignment of legal ownership	£	The total amount outstanding of the <i>regulated credit agreement</i> at the date of assignment of legal ownership.
FRN of the person the legal ownership was assigned to	6 or 7 digit number	<p>Report the FRN of the legal assignee. This should reflect the legal assignee's regulatory status at the assignment.</p> <p>If the legal assignee was neither authorised nor registered as an <i>appointed representative</i>, report this as 000001.</p> <p>If the FRN of the legal assignee is</p>

		unknown, report this as 000003.
Name of the person the legal ownership was assigned to		Report the name of the legal assignee.
Date agreement recorded as statute barred	DD/MM/YYYY	The date on which the <i>regulated credit agreement</i> became a statute barred debt.
Balance at date of assignment of legal ownership	£	The total amount outstanding of the <i>regulated credit agreement</i> at the date of assignment of legal ownership.
<b>Data reporting field</b>	<b>Code (where applicable)</b>	<b>Notes</b>
<b>Backbook Data</b>		
Is the credit agreement also a P2P agreement?	Y; N	Does the <i>regulated credit agreement</i> meet the criteria of <i>P2P agreement</i> as defined in the <i>FCA Handbook</i> ?  This should include when the <i>regulated credit agreement</i> comprises more than one <i>P2P agreement</i> .
Is the facility under the credit agreement fixed-sum or running-account?	FS: Fixed-sum credit RA: Running-account credit	Enter the relevant code <b>FS: Fixed-sum credit</b> The <i>regulated credit agreement</i> includes a facility whereby the <i>borrower</i> is enabled to receive <i>credit</i> (whether in one amount or by instalments) but which is not <i>running-account credit</i> (as applies in <i>CONC</i> ). <b>RA: Running-account credit</b> The <i>regulated credit agreement</i> includes a facility under which the <i>borrower</i> or another <i>person</i> is enabled to receive from time to time from the <i>lender</i> or a third party <i>cash</i> , <i>goods</i> or services to an amount or value such that, taking into account <i>payments</i> made by or to the credit of the <i>borrower</i> , the <i>credit limit</i> (if



		any) is not at any time exceeded.
Is the agreement a borrower-lender agreement or a borrower-lender-supplier agreement?	A: Borrower-lender B: Borrower-lender-supplier	Enter the relevant code <b>A: Borrower-lender</b> <i>A regulated credit agreement which meets the criteria of a borrower-lender agreement.</i> <b>B: Borrower-lender-supplier</b> <i>A regulated credit agreement which meets the criteria of a borrower-lender-supplier agreement.</i>
Supplier FRN	6 or 7 digit number	The FRN of the <i>person</i> which acted as ‘the <i>supplier</i> ’ in the <i>borrower-lender-supplier agreement</i> . This should reflect the <i>supplier's</i> regulatory status at the point the <i>regulated credit agreement</i> was entered into.  If the <i>supplier</i> was neither authorised nor registered as an <i>appointed representative</i> , report this as 000001.  If the FRN of the <i>supplier</i> is unknown, report this as 000003.
Supplier name		The name of the <i>supplier</i> .
Is the agreement one of these specific contract types?	A: Hire-purchase agreement B: Conditional sale agreement C: Pawnbroking agreement D: Bill of sale loan agreement E: Green deal plan Y: None of these contract types Z: Unknown	Enter the relevant code <b>A: Hire-purchase agreement</b> <i>A regulated credit agreement which meets the criteria of a hire-purchase agreement.</i> <b>B: Conditional sale agreement</b> <i>A regulated credit agreement which meets the criteria of a conditional sale agreement.</i> <b>C: Pawnbroking agreement</b> <i>A regulated credit agreement for which the lender takes any article in pawn.</i> <b>D: Bill of sale loan agreement</b> <i>A regulated credit agreement which</i>

		<p>meets the criteria of a <i>bill of sale loan agreement</i>.</p> <p><b>E: Green deal plan</b></p> <p>A <i>regulated credit agreement</i> which also meets the criteria of a <i>green deal plan</i>.</p> <p><b>Y: None of these contract types</b></p> <p>A <i>regulated credit agreement</i> which is not one of any of the above contract types.</p> <p><b>Z: Unknown</b></p> <p>A <i>regulated credit agreement</i> which the reporting <i>firm</i> cannot determine to be one of the above contract types.</p>
Is the hire-purchase agreement a personal contract purchase agreement?	Y; N	Does the <i>hire-purchase agreement</i> include a guaranteed minimum future value of the motor vehicle which is set out as an optional additional payment at the end of the <i>regulated credit agreement</i> , with the option for the <i>borrower(s)</i> to return the motor vehicle instead of making that payment?
Does the agreement meet the criteria of one of these agreement types as defined in the <i>FCA Handbook</i> ?	<p>A: High-cost short-term credit</p> <p>B: Home credit loan agreement</p> <p>C: RTO agreement</p> <p>D: BNPL agreement</p> <p>Y: None of these <i>FCA Handbook</i> definitions</p> <p>Z: Unknown</p>	<p>Enter the relevant code</p> <p><b>A: High-cost short-term credit</b></p> <p>A <i>regulated credit agreement</i> which meets the criteria of <i>high-cost short-term credit</i>.</p> <p><b>B: Home credit loan agreement</b></p> <p>A <i>regulated credit agreement</i> which meets the criteria of a <i>home credit loan agreement</i>.</p> <p><b>C: RTO agreement</b></p> <p>A <i>regulated credit agreement</i> which meets the criteria of an RTO agreement as set out in <i>CONC 5B.7(7)</i>. Note that, while similar, this is not the same as the criteria for a <i>rent-to-own agreement</i>.</p> <p><b>D: BNPL agreement</b></p> <p>A <i>regulated credit agreement</i> which</p>

		<p>meets the criteria of a <i>BNPL agreement</i>.</p> <p><b>Y: None of these FCA Handbook definitions</b></p> <p><i>A regulated credit agreement</i> which is not one of any of the specific options above.</p> <p><b>Z: Unknown</b></p> <p><i>A regulated credit agreement</i> which the reporting <i>firm</i> cannot determine to be one of the specific options above.</p>
<p>How can the running-account credit be used?</p>	<p>A: Linked to a payment network</p> <p>B: Retail revolving credit to pay for periodic premiums or fees only</p> <p>C: Any other retail revolving credit</p> <p>D: Money transfers only</p> <p>Z: Other</p>	<p>Enter the relevant code</p> <p><b>A: Linked to a payment network</b></p> <p><i>A regulated credit agreement</i> with a facility which allows drawdowns for transactions with any <i>person</i> in a payment network, such as Mastercard and Visa. This includes credit cards.</p> <p><b>B: Retail revolving credit to pay for annual premiums or fees only</b></p> <p><i>A regulated credit agreement</i> which meets the criteria of <i>retail revolving credit</i>, and which only allows the <i>borrower</i> to finance a single periodic premium or fee at any one time.</p> <p><b>C: Any other retail revolving credit</b></p> <p><i>A regulated credit agreement</i> which meets the criteria of <i>retail revolving credit</i>, other than a <i>regulated credit agreement</i> which only allows the <i>borrower</i> to finance a single periodic premium or fee at any one time.</p> <p><b>D: Money transfers only</b></p> <p><i>A regulated credit agreement</i> which only allows drawdowns to transfer money to a bank account or an <i>electronic money</i> account.</p> <p><b>Z: Other</b></p>

		A <i>regulated credit agreement</i> which is not one of any of the above agreement types.
Agreement start date	DD/MM/YYYY	Date on which the <i>regulated credit agreement</i> started.
Is the agreement an open-end agreement?	Y; N	Does the <i>regulated credit agreement</i> meet the criteria of an <i>open-end agreement</i> .
Agreement end date	DD/MM/YYYY	Date on which the <i>regulated credit agreement</i> is scheduled to end.
Total amount of credit	£	The <i>credit limit</i> or the total sums made available under the <i>regulated credit agreement</i> , as on the date the <i>regulated credit agreement</i> started.
Guaranteed minimum future value	£	The guaranteed minimum future value of the <i>goods</i> which is set out as an optional additional payment at the end of the <i>regulated credit agreement</i> , with the option for the <i>borrower(s)</i> to return the <i>goods</i> instead of making that payment.  Enter zero if the <i>regulated credit agreement</i> does not include such an optional additional payment.
Brand name used for the agreement		The brand name associated with the <i>regulated credit agreement</i> when the agreement was entered into.
Brand name used for the agreement		The brand name associated with the <i>regulated credit agreement</i> when the agreement was entered into.
APR	%	The annual percentage rate of charge in relation to the <i>regulated credit agreement</i> calculated in accordance with <i>CONC</i> App 1.2.  This number should be reported as a percentage to 2 decimal places (e.g. 3.49 represents 3.49%, not 349%).
Credit for business or personal use	B: Business P: Personal	Enter the relevant code  <b>B: Business</b>  For where the <i>borrower</i> entered into

		<p>the agreement was entered into by wholly or predominantly for the purpose of business carried on, or intended to be carried on, by the <i>borrower</i>.</p> <p><b>P: Personal</b></p> <p>All other <i>regulated credit agreements</i>.</p>
<p>Type of good or service provided by the supplier financed by the agreement</p>	<p>A: Motor vehicle</p> <p>B: Home improvement</p> <p>C: Holiday</p> <p>D: Education (fees and/or associated living costs)</p> <p>E: Healthcare/ Medical</p> <p>F: Jewellery</p> <p>G: Mobile phones</p> <p>H: Households goods</p> <p>I: Sports and leisure goods</p> <p>J: Mobility</p> <p>K: Static caravans/holiday homes</p> <p>L: Litigation</p> <p>M: Tools</p> <p>N: Agriculture equipment</p> <p>O: Other plant</p> <p>P: Office equipment</p> <p>Q: Insurance premiums</p> <p>R: Annual membership or fees</p> <p>X: Other good</p> <p>Y: Other service</p> <p>Z: Unknown</p>	<p>Enter the relevant code</p>

Types of security provided by borrower in relation to agreement	<p>A: Guarantee or indemnity</p> <p>B: Motor vehicle/logbook</p> <p>C: Any other physical asset</p> <p>D: Future lump sum</p> <p>E: Financial product</p> <p>F: Title restriction</p> <p>Y: Other security</p> <p>Z: No security</p>	<p>Enter the relevant code</p> <p><b>A: Guarantee or indemnity</b></p> <p>An <i>individual</i> other than the <i>borrower</i> has provided a guarantee or an indemnity (or both) in relation to the <i>regulated credit agreement</i>.</p> <p><b>B: Motor vehicle/logbook</b></p> <p>The <i>regulated credit agreement</i> has taken a motor vehicle as security. This includes, but is not limited to, a <i>bill of sale loan agreement</i> for which ownership of a motor vehicle is the good transferred, or a <i>regulated credit agreement</i> which has taken a motor vehicle as an article in pawn.</p> <p><b>C: Any other physical asset</b></p> <p>The <i>regulated credit agreement</i> has taken a physical asset other than a motor vehicle as security. This includes, but is not limited to, a <i>bill of sale loan agreement</i> for which ownership of a physical asset other than motor vehicle is the good transferred, or a <i>regulated credit agreement</i> has taken a physical asset other than a motor vehicle as an article in pawn.</p> <p><b>D: Future lump sum</b></p> <p>The <i>regulated credit agreement</i> is secured on an expected future lump sum such as, but not limited to, inheritance, a pension lump sum, a claims pay out, or a settlement following litigation.</p> <p><b>E: Financial product</b></p> <p>The <i>regulated credit agreement</i> is secured on another financial product such as an investment portfolio.</p> <p><b>F: Title restriction</b></p> <p>The <i>regulated credit agreement</i> is secured by a Title Restriction at the Land Registry.</p>
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Is the person who has provided the guarantee or the indemnity (or both) a natural person?	Y; N	Whether or not the <i>person</i> who has provided the guarantee or the indemnity (or both) as security for the <i>regulated credit agreement</i> is a natural person.
Is the borrower a natural person acting as a sole trader or a relevant recipient of credit?	<p>A: Natural person</p> <p>B: Relevant recipient of credit</p>	<p>Enter the relevant code</p> <p><b>A: Natural person</b></p> <p>A natural person acting as a sole trader.</p> <p><b>B: Relevant recipient of credit</b></p> <p>A relevant recipient of credit means:</p> <p>(a) a partnership consisting of 2 or 3 <i>persons</i> not all of whom are bodies corporate; or</p> <p>(b) an unincorporated body of <i>persons</i> which does not consist entirely of bodies corporate and is not a partnership.</p>
Name of relevant recipient of credit		<p>If the <i>borrower</i> in the <i>regulated credit agreement</i> is a relevant recipient of credit, the name of the relevant recipient of credit.</p> <p>A relevant recipient of credit is defined in article 60L of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 as:</p> <p>(a) a partnership consisting of 2 or 3 <i>persons</i> not all of whom are bodies corporate; or</p> <p>(b) an unincorporated body of <i>persons</i> which does not consist entirely of bodies corporate and is</p>

		not a partnership.
Lender's unique reference for relevant recipient of credit		If the <i>borrower</i> in the <i>regulated credit agreement</i> is a relevant recipient of credit, the unique reference used by the <i>lender</i> to identify the relevant recipient of credit in their records.
Number of borrowers named in the agreement	#	The number of <i>borrowers</i> who are individuals which are named in the <i>regulated credit agreement</i> .  This should not include individuals not named in the <i>regulated credit agreement</i> who may have access to the facility, such as additional card holders.
Lender's unique reference for individual		The unique reference used by the <i>lender</i> to identify the individual in their records.  This should not include the individual's name or a derivation of their name.
Is the individual a borrower or guarantor?	B: Borrower G: Guarantor	Enter the relevant code  <b>B: Borrower</b>  The individual is named in the <i>regulated credit agreement</i> as a <i>borrower</i> .  <b>G: Guarantor</b>  The individual is named in the <i>regulated credit agreement</i> as providing a guarantee or an indemnity (or both) in relation to the <i>regulated credit agreement</i> .
Individual's Date of Birth	DD/MM/YYYY	The date of birth of the individual.
Individual's residential postcode at start of agreement	e.g. XY45 6XX	The full residential postcode of the individual on the date the <i>regulated credit agreement</i> started  This should take the form of e.g. XY45 6XX.
Total charge for	£	The true cost to the <i>borrower</i> of the <i>credit</i> provided under the <i>regulated</i>



credit		<i>credit agreement</i> calculated in accordance with <i>CONC</i> App 1.
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