

DRAFT FCA PRUDENTIAL TRANSITIONAL DIRECTION

1 Part 1: The FCA prudential transitional direction

- 1.1 D This direction is made by the *FCA* under Part 7 of the Financial Services and Markets Act 2000 (Amendment) (EU Exit) Regulations 2019 (the 2019 Regulations), having consulted HM Treasury, the Bank of England and the *PRA* as required by regulation 202 of the 2019 Regulations, and being satisfied within the terms of regulation 200(4) of those regulations.
- 1.2 D This direction, which shall come into force on *exit day*, shall apply until ~~30 June~~ 31 December 2020 unless otherwise stated in the direction or unless varied or revoked beforehand (without prejudice to any continuing effect in relation to earlier times).
- 1.3 D This direction applies in relation to **relevant obligations**:
- (1) for which the *FCA* has responsibility for supervising or has other functions relating to a *person's* compliance with the obligation; and
 - (2) which arise from **exit instruments** in force on or before *exit day*.

2 Part 2: Interpretation

- 2.1 D **Relevant obligation, exit instrument, excluded obligation** and **enactment** have the meanings contained in Part 7 of the 2019 Regulations. In this direction, these terms (other than where appearing in headings and titles which are not styled in bold) are shown in bold.
- 2.2 D **Prudential standstill direction** has the meaning contained in 3.1D to 3.5D of this direction. In this direction, this term (other than where appearing in headings and titles which are not styled in bold) is shown in bold.
- 2.3 D **EU references** has the meaning as in the *EUWA*. In this direction, this term shown in bold.
- 2.4 D **Equivalence direction, equivalence determination** and **exemption direction** have the same meanings as in the Equivalence Determinations for Financial Services and Miscellaneous Provisions (Amendment etc.) (EU Exit) Regulations 2019. In this direction, these terms are shown in bold.
- 2.5 D Italicised words and phrases throughout this direction have the meanings contained in the *Glossary* of the *FCA Handbook*.
- 2.6 D References in these directions to enactments are to enactments as amended.

3 Part 3: The prudential standstill direction

- 3.1 D (1) The direction in this Part shall be referred to as the **prudential standstill direction**.

- (2) The **prudential standstill direction** applies in relation to **relevant obligations** arising from the **exit instruments** listed in Annex 1.
 - (3) The **prudential standstill direction** applies with the modifications set out in Annex 1 and is subject to Parts 4 to 9.
- 3.2 D The *FCA* directs that where, as a result of the operation of an **exit instrument**, a **relevant obligation**:
- (1) begins to apply to a *person*, the **relevant obligation** shall not apply to that *person*; and
 - (2) applies to a *person* differently from how it would but for an **exit instrument**, the **relevant obligation** shall apply to that *person* as it would have applied immediately before *exit day*, subject to 3.3D.
- 3.3 D The pre-exit obligation referred to in 3.2D(2) shall be construed in a way so as to enable it to achieve the same result in the *person's* case as it would have immediately before *exit day* but in the context of the *UK* no longer being a Member State, including any adaptations to **EU references** as may be necessary to achieve that effect.
- 3.4 D Where the **relevant obligation** is to provide information to an institution of the *EU* or a Member State, the adaptation referred to in 3.3D shall include the adaptation that the information is to be provided to the *FCA*.
- 3.5 D Unless Annex 1 specifies otherwise, the **prudential standstill direction** applies to all *persons* subject to a **relevant obligation**.

4 Part 4: Prudential standstill direction – exclusions and savings

General exclusions

- 4.1 D The **prudential standstill direction** does not apply to a **relevant obligation**:
- (1) to which a specific transitional or savings provision contained in:
 - (a) an **exit instrument**; or
 - (b) another direction made by the *FCA*;
 applies or would apply if it were for the same period as this **prudential standstill direction**;
 - (2) in *IFPRU* 11.6 (Contractual recognition of bail-in) and Commission Delegated Regulation (EU) 2016/1075, except as set out in sections A and B of Annex 1;
 - (3) in relation to a *person* for whom HM Treasury has a power to make an **exemption direction**; and

- (4) which begins to apply in a *person's* case or applies in the *person's* case differently as a result of the operation of an **equivalence direction** or **equivalence determination**;

TP firms

- 4.2 D The **prudential standstill direction** does not apply to **relevant obligations** in **exit instruments** that apply to *TP firms*.

EU and Member State institution functions

- 4.3 D The **prudential standstill direction** does not apply where the pre-exit obligation consists of:
 - (1) an obligation to provide information to an institution of the *EU* or a Member State;
 - (2) an obligation to apply technical or other information published by a European Supervisory Authority (ESA); or
 - (3) any obligation linked to a function of an institution of the *EU* or a Member State, in circumstances where the function does not apply to the *United Kingdom*.

Requirements imposed by the FCA

- 4.4 D Nothing in the **prudential standstill direction** shall affect the application of a **relevant obligation** for the purposes of the *FCA* imposing a requirement on a *person* under or pursuant to, or for the purposes of, that obligation.
- 4.5 G Changes made by **exit instruments** to *FCA* powers could result in obligations beginning to apply to a *person*, or applying differently. The purpose of 4.4D is to make clear that the **prudential standstill direction** is not intended to apply to those changes. For example, if the *FCA* is entitled to require information from a greater class of *persons* post exit than pre-exit, the greater class of *persons* must comply with any *FCA* request. The obligation to comply with such a request would not be affected by the **prudential standstill direction**.
- 4.6 G The use of the **prudential standstill direction** does not affect the *FCA's* approach to the supervision of individual *firms*. The *FCA* will continue to consider supervisory action in relation to individual *firms* in line with its statutory objectives.

Gibraltar

- 4.7 D This **prudential standstill direction** is without prejudice to any provision made by an **exit instrument** relating to the application of **relevant obligations** in respect of Gibraltar.

5 Part 5: General guidance

What is a relevant obligation?

- 5.1 G The 2019 Regulations allow the *FCA* to give a transitional direction in relation to a **relevant obligation**. An obligation is a **relevant obligation** if:
- (1) the obligation is imposed by or under an **enactment**;
 - (2) the obligation is not an **excluded obligation**;
 - (3) the regulator has responsibility for supervising, or has other functions relating to, the *person's* compliance with the obligation, and
 - (4) as a result of the operation of an **exit instrument**, the obligation:
 - (a) begins to apply in the *person's case*, or
 - (b) applies in the *person's case* differently from how it would, but for the **exit instrument**, apply in the *person's case*.

5.2 G The following should not be considered **relevant obligations** for the purposes of this direction, and are not modified by it.

<p>Provisions in exit instruments which do not result in obligations applying for the first time, or applying differently</p>	<p>A relevant obligation is one that begins to apply, or applies differently, as a result of the operation of an exit instrument.</p> <p>Some amendments made by exit instruments do not result in the creation of a relevant obligation. For example, an exit instrument may amend a cross-reference so that it is to <i>UK</i> implementing legislation rather than to an underlying <i>EU</i> directive. Alternatively, an exit instrument may copy into <i>UK</i> law a definition which previously appeared in an <i>EU</i> directive. In both cases, if there is no difference in the meaning of the definition/cross-reference, the obligation does not apply differently. As a result, the obligation is not a relevant obligation.</p>
<p>Provisions in exit instruments which confer functions, powers and duties on the <i>FCA</i></p>	<p>An exit instrument may confer new functions or powers on the <i>FCA</i>, or it may amend existing functions or powers. For example, various powers to make binding technical standards are being transferred by exit instruments from the ESAs and the Commission to the <i>FCA</i>.</p> <p>Provisions conferring functions, powers or duties on the <i>FCA</i> are not relevant obligations. This direction is of no effect on the scope of the <i>FCA's</i> functions, powers and duties.</p>

The purpose of the prudential standstill direction

- 5.3 G The purpose of the **prudential standstill direction** is to give regulated persons time to adapt to changes to financial services regulation caused by the *UK*'s withdrawal from the *EU*. Continuity is generally achieved by:
- (1) disapplying obligations that begin to apply to a *person*; and
 - (2) otherwise requiring *persons* to continue to comply with the pre-exit version of an **obligation**.

General delay of onshoring changes until ~~30 June~~ 31 December 2020

- 5.4 G The effect of the **prudential standstill direction** is to delay until ~~30 June~~ 31 December 2020 the operation of amendments made by **exit instruments** that give rise to **relevant obligations** which otherwise would have come into effect on *exit day*. This is to avoid or mitigate disruption that might otherwise result from bringing those amendments into operation before *persons* have had sufficient time to adjust their arrangements. This includes amendments that:

- (1) the *FCA* are making to *rules* and binding technical standards;
- (2) HM Treasury is making to *EU* regulations (such as *the UK CRR*); and
- (3) HM Treasury is making to existing domestic legislation that relates to *EU* membership (for example *UK* legislation that implemented an *EU* Directive).

- 5.5 G Where, as a result of a change made by an **exit instrument**, a **relevant obligation** to which this direction applies:

- (1) begins to apply to the *person* (as opposed to continuing to apply but in a different way), that obligation does not apply at all until ~~30 June~~ 31 December 2020 (see 3.2D(1)).
- (2) continues to apply to a *person* after *exit day* but differently from how it applied before, the *person* will need to continue, up until 31 December ~~30 June~~ 2020, to meet the **relevant obligation** as it existed immediately before *exit day* rather than the obligations as amended by the **exit instrument** (see 3.2D(2)).

- 5.6 G (1) When complying with pre-exit version of a **relevant obligation**, *persons* should take a common-sense approach to interpreting them. The *FCA*'s intention is that *persons* should, in substance, continue to do the same after *exit day* as before.

- (2) Since the *United Kingdom* will not be a Member State of the *EU* after *exit day*, obligations will need to be construed in a way that achieves the same result as before *exit day*. So, for example, if an obligation referred to an *EEA State* before *exit day*, it would need to be read as referring to an *EEA State* and the *United Kingdom* after *exit day*. This is the effect of 3.2D and 3.3D.

- (3) In construing a **relevant obligation** so that it achieves the same result despite the *United Kingdom* no longer being a Member State, adaptations may need to be made. These adaptations may be to *EU* references, such as to *EU* entities. Other references requiring adaptation may be to governments, central banks, national competent authorities, other institutions of Member States, the *EU* and non-EEA third countries.
- (4) One of the adaptations referred to in 3.3D is the need to adapt any **relevant obligation** to provide information to an institution of a Member State or the *EU* to an obligation to provide it to the *FCA* instead. Any record keeping obligations in relation to the provision of such information should similarly be adapted.

Interaction with HM Treasury equivalence decisions

- 5.7 G (1) In certain areas, the use of the transitional power has the same effect as if the *EU* had been found equivalent by HM Treasury. The effect of 4.1D(4) is to end the transitional relief if HM Treasury find the *EU* equivalent before [31 December 30 June](#) 2020, but the requirements will remain the same for *firms*.
- (2) For example, if HM Treasury found the *EU* equivalent under Article 114(7) of the *UK CRR*, *firms* subject to the *UK CRR* on the standardised approach to credit risk would be able to continue to 0% risk weight their exposures to *EU* sovereign debt. The **prudential standstill direction** will allow *firms* to continue to treat *EU* exposures, including sovereign exposures, preferentially until [31 December 30 June](#) 2020. Therefore, *firms* would be able to 0% risk weight these exposures until this date either as a result of the *EU* being found equivalent by HM Treasury or as a result of the *FCA*'s **prudential standstill direction**. A positive equivalence finding would have to be made for *firms* to continue to 0% risk weight these exposures after [31 December 30 June](#) 2020.
- (3) The **prudential standstill direction** does not apply in relation to requirements where HM Treasury has the power to exempt central banks and other bodies from those requirements.

Are you required to comply with the pre-exit version of a relevant obligation?

- 5.8 G The **prudential standstill direction** requires compliance with the pre-exit version of a **relevant obligation**.

Interaction between the prudential standstill direction and other FCA directions made under Part 7 of the 2019 Regulations

- 5.9 G (1) The *FCA* has made separate directions under Part 7 of the **2019 Regulation** (the “main FCA transitional directions”). The main FCA transitional directions also apply to **relevant obligations** on reporting in *SUP* 16. Therefore, *firms* subject to one or more of the following:
- (a) *GENPRU*;

- (b) *BIPRU*;
- (c) *IPRU(INV)* (Chapters 1-3, 5-6, 9, 13, 14 and Annex D);
- (d) *IFPRU*;
- (e) *MIPRU* 4; and
- (f) *SYSC* (Chapters 12, 19A, 19C and 19D),

should refer to the main FCA transitional directions for their reporting obligations in *SUP* 16.

- (2) *IFPRU investment firms* are also subject to **relevant obligations** on reporting arising from technical standards included in the EU Exit Instrument: The Technical Standards (Capital Requirements) (EU Exit) (FCA) Instrument 2019 subject to this **prudential standstill direction**.
- (3) The *FCA* has issued an ‘Interpretative Guide on completing our forms after the UK’s withdrawal from the EU’. Under this guide, where a form relates to a requirement which has been the subject of a direction made by the *FCA* under Part 7 of the 2019 Regulations, the relevant form should, for the duration of the direction, be interpreted in the light of that direction.

Technical information produced by EU institutions

- 5.10 G *EU* institutions are currently responsible for the publication of various registers, lists and technical information. Where the *FCA* will be responsible for publishing that information on *exit day*, *persons* should use information published by the *FCA* after *exit day*, rather than continuing to rely on the *EU* information published by *EU* institutions.

6 Part 6: Guidance on how we have applied the prudential standstill direction in the Annex to this direction

- 6.1 G We have generally applied the **prudential standstill direction** in a broad way in areas where **relevant obligations** arise. However, there are some areas in which we have not applied the **prudential standstill direction**. This Part gives general guidance on how we have identified where to apply the **prudential standstill direction**. More specific guidance can be found in Annex 1 to this direction.

Interaction between the prudential standstill direction and other transitional provisions or regimes

- 6.2 G The **prudential standstill direction** is intended to complement, but not be a substitute for, transitional provisions or regimes which are already in place. The **prudential standstill direction** has therefore not generally been applied to obligations where separate transitional provisions or regimes already exist to mitigate disruption.

7 **Part 7: The effect of this direction on guidance**

- 7.1 G This direction does not modify *FCA Handbook* and non-Handbook guidance on **relevant obligations**. However, we expect *FCA Handbook* and non-Handbook guidance to be interpreted in a way that takes into account any modifications of an underlying obligation by a direction under Part 7 of the 2019 Regulations. Guidance should be interpreted sensibly and purposively in the light of any such modifications.
- 7.2 G We expect the same approach to be taken to guidance on **relevant obligations** issued by the European Supervisory Authorities and other relevant bodies, to the extent such guidance continues to be relevant. Our wider approach to *EU* non-legislative materials is set out in the FCA’s Statement on “[Our approach to EU non-legislative materials](#)”.

8 **Part 8: The effect of this direction on activities regulated by EU law post-exit**

- 8.1 G The **prudential standstill direction** applies to obligations that will exist under *UK* law after *exit day*. The **prudential standstill direction** cannot affect obligations that will exist after *exit day* under *EU* law or the national laws of *EEA States*. For example, *UK persons* will no longer be able to passport into the *EEA* after *exit day*, and their activities in the *EEA* may be subject to authorisation or registration requirements and other provisions of *EU* and national law.

9 **Part 9: The interaction between the prudential standstill direction and the FCA Handbook transitional provisions in GEN TP 5**

- 9.1 G We have made a number of transitional provisions in *GEN TP 5*. The purpose of the *GEN TP 5* transitional provisions is to provide for continuity in actions that span *exit day* in some way. For example, if a *firm* is required to notify the *FCA* of a breach of a requirement, it will continue to be required to notify the *FCA* of breaches of requirements as they applied before *exit day*.
- 9.2 G *GEN TP 5* should be interpreted in a way that takes into account any modifications by a direction under Part 7 of the 2019 Regulations.

10 **Part 10: Revocation of previous FCA prudential transitional direction**

- 10.1 **D** [The previously made FCA prudential transitional direction is wholly revoked and replaced by the directions and guidance in this FCA prudential transitional direction.](#)

By order of the Board

[\[October \[xxx\]\]](#)~~March 28~~, 2019

Annex 1

Section A: Application of the prudential standstill direction to amendments made in statutory instruments and exit instruments amending binding technical standards

The direction applies to **relevant obligations** in the legislation specified in column (2). Column (3) provides specific directions (identified as “D”) and guidance (identified as “G”) on the application of the **prudential standstill direction**.

(1)	(2) Legislation to which the prudential standstill direction applies Amendments made by the:	(3) Guidance and specific directions		
1.	Capital Requirements (Amendment) (EU Exit) Regulations 2018	1.1	G	Consolidation – Investment firm consolidation waiver: For groups of investment firms subject to article 15(1) of the <i>UK CRR</i> , eligible <i>firms</i> may continue to apply to the <i>FCA</i> , for the duration of this prudential standstill direction , for a permission that if granted would provide for the derogation of the application of own funds requirements on a consolidated basis.
		1.2	G	Reporting and disclosure requirements The level of application of reporting and disclosure requirements will remain unchanged for the duration of the prudential standstill direction . While the transitional relief is in effect, the <i>FCA</i> would generally expect that <i>firms</i> should continue to report or to disclose the data according to the methodology that applied immediately before <i>exit day</i> . The <i>FCA</i> has set out expectations for how <i>firms</i> should interpret EU references in reporting and disclosure requirements after exit in “ <i>FCA approach to interpreting reporting and disclosure requirements under CRD IV and CRR BTS after the UK’s withdrawal from the EU</i> ”. The expectations set out in this guidance should be read in the light of the transitional

				<p>relief. In particular, during the period of the prudential standstill direction, <i>firms</i> should note that where they are expected to:</p> <ul style="list-style-type: none"> • treat references to an <i>EU</i> regulation, directive or technical standard as a reference to a piece of <i>UK</i> legislation or an <i>FCA</i> or <i>PRA</i> rule, these should be treated as a reference to that legislation or rule as modified by the transitional relief; and • refer to nationalised legislation to interpret a reporting or disclosure definition that is based on a requirement from the Capital Requirements Regulation, the Capital Requirements Directive or their technical standards, <i>firms</i> should refer to that nationalised legislation as modified by the transitional relief.
<u>2.</u>	EU Exit Instrument: Financial Conduct Authority Technical Standards (Capital Requirements Directive and Regulation) (EU Exit) Instrument 2019	<u>2.1</u>	<u>G</u>	Reporting and disclosure requirements The guidance on reporting and disclosure in 1.2G also applies to relevant requirements in the technical standards in this exit instrument.
		<u>2.2</u>	<u>G</u>	Guidance on the EU Exit Instrument: The Technical Standards (Capital Requirements) (EU Exit) (FCA) Instrument 2019 - Commission Delegated Regulation 527/2014 (Classes of Instruments to be Used for Variable Remuneration) The transitional relief applies to the amendment made in article 2(c)(i) to change the reference to the Eurostat Consumer Price Index to the UK Statistics Board’s Consumer Prices Index. We expect <i>firms</i> to start to use the UK Statistics Board CPI with effect from the first performance period that falls on or after 1 January 2020.
<u>32.</u>	The Financial Conglomerates and Other Financial Groups (Amendments)			No guidance or specific directions.

	etc.) (EU Exit) Regulations 2019			
<u>4.</u>	EU Exit Instrument: Financial Conduct Authority Technical Standards (Financial Conglomerates Directive) (EU Exit) Instrument 2019			No guidance or specific directions.
<u>53.</u>	The Bank Recovery and Resolution and Miscellaneous Provisions (Amendment) (EU Exit) Regulations 2018			No guidance or specific directions.
<u>6.</u>	EU Exit Instrument: Financial Conduct	6.1	G	Guidance on EU Exit Instrument: The Technical Standards (Bank Recovery and Resolution Directive) (EU Exit) (FCA) Instrument 2019 - Commission Delegated Regulation (EU) 2016/1075 articles 42 to 44:

	Authority Technical Standards (Bank Recovery and Resolution Directive) (EU Exit) Instrument 2019			Relevant obligations contained in articles 42 to 44 of Commission Delegated Regulation (EU) 2016/1075 shall be construed consistently with IFPRU 11.6 (Contractual recognition of bail-in), as modified by Part 4 of this direction and Section B of this Annex.
7.	[The Financial Conduct Authority Technical Standards (Capital Requirements) (EU Exit) (No. 2) Instrument 2019]	7.1	D	The prudential standstill direction shall not apply in relation to amendments made by [Annexes A and B of the Financial Conduct Authority Technical Standards (Capital Requirements) (EU Exit) (No. 2) Instrument 2019] .
		7.2	G	[Annexes A and B of the Financial Conduct Authority Technical Standards (Capital Requirements) (EU Exit) (No. 2) Instrument 2019] amend the onshored FCA versions of Commission Implementing Regulations (EU) No 2016/1799 and No 2016/1801 to include additional references to certain new UK credit rating agencies from <i>exit day</i> . The effect of paragraph 7.1 of this Annex is that <i>firms</i> should use the amended mappings of credit assessments to credit quality steps in each of those regulations from <i>exit day</i> . The amendments ensure that mappings will be available for credit ratings issued by the relevant new UK credit rating agencies from exit day for the following purposes: <ul style="list-style-type: none"> • the Standardised Approach under article 136 of the onshored version of Regulation (EU) No 575/2013 (the Capital Requirements Regulation); and • in so far as it continues to be relevant by virtue of the transitional provisions in article 2 of Regulation (EU) 2017/241, article 270 of the Capital Requirements Regulation (in the version applicable on 31 December 2018, together with any amendments made to that provision by the Capital Requirements (Amendment) (EU Exit) Regulations 2018).
48.	All instruments in points 1 to 83 of this section	87.1	D	References in relevant obligations to accounting standards adopted under Regulation (EU) 1606/2002 must be construed as references to UK-adopted international accounting standards (as defined in section 474(1) of the Companies Act 2006) in relation to the relevant obligations of a <i>person</i> in so far as that <i>person</i> is required to prepare accounts in accordance with UK-adopted international accounting standards.

		87.2	G	References in onshored legislation to International Accounting Standards (' IAS ') should be read as references to EU-adopted IAS throughout the temporary transition period unless and until a <i>person</i> is required to move from EU-adopted IAS to UK-adopted IAS .
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Section B: Application of the direction to amendments made in the FCA Handbook

The direction applies to **relevant obligations** in the parts of the *FCA Handbook* in column (2). Column (3) provides specific directions (identified as "D") and guidance (identified as "G") on the application of the **prudential standstill direction**.

(1)	(2) Part of the FCA Handbook to which the direction applies (indicating chapters and sections, as appropriate)	(3) Guidance and specific directions	
1.	Amendments made by the Exiting the European Union: High Level Standards Instrument (Amendments) 2019:		
1.1.	Annex B on the Senior Management Arrangements, Systems and Controls sourcebook (SYSC) (1) SYSC 12 (2) SYSC 19A (3) SYSC 19C (4) SYSC 19D (5) SYSC 20		No guidance or specific directions.
2.	Amendments made by the Exiting the European Union: Prudential		

(1)	(2) Part of the FCA Handbook to which the direction applies (indicating chapters and sections, as appropriate)	(3) Guidance and specific directions		
	Sourcebooks Instrument (Amendments) 2019:			
2.1	Annex A on the General Prudential sourcebook (<i>GENPRU</i>)			No guidance or specific directions.
2.2	Annex B on the Prudential sourcebook for Banks, Building Societies and Investment Firms (<i>BIPRU</i>)			No guidance or specific directions.
2.3	Annex C on the Prudential sourcebook for Investment Firms (<i>IFPRU</i>) (1) <i>IFPRU</i> 1 – 10			No guidance or specific directions.
	(2) <i>IFPRU</i> 11	2.3(2) 1	D	The prudential standstill direction shall apply to <i>IFPRU</i> 11 except <i>IFPRU</i> 11.6 (Contractual recognition of bail-in) to which specific provisions apply to below. Relevant obligations specified in the paragraphs below shall apply with the modifications set out in those paragraphs. <i>IFPRU</i> 11.6 (Contractual recognition of bail-in)

(1)	(2) Part of the FCA Handbook to which the direction applies (indicating chapters and sections, as appropriate)	(3) Guidance and specific directions	
			<p>In relation to <i>IFPRU</i> 11.6.3R (Contractual recognition of bail-in), the following obligations shall be met in substitution for the relevant obligations contained in <i>IFPRU</i> 11.6.3R. All other provisions of <i>IFPRU</i> 11.6, as on <i>exit day</i>, shall apply:</p> <p>(1) If a liability meets the conditions in (2), a <i>firm</i> or <i>qualifying parent undertaking</i> must include a term in the contract governing the liability which states that the creditor or party to the agreement creating the liability:</p> <ul style="list-style-type: none"> (a) recognises that the liability may be subject to <i>write-down and conversion powers</i>; and (b) agrees to be bound by any of the following actions of the Bank of England in relation to that liability: <ul style="list-style-type: none"> (i) reduction of principal or outstanding amount due; or (ii) conversion; or (iii) cancellation. <p>(2) The contractual recognition of a bail-in requirement in (1) applies to a liability that is:</p> <ul style="list-style-type: none"> (a) governed by the law of a third country that is not an <i>EEA State</i>; (b) issued or entered into after 1 January 2016; (ba) issued or entered into before 1 January 2016 but materially amended after 9 December 2016; (c) of a type that is not excluded under article 44(2) of <i>RRD</i>; (d) not a deposit of a type referred to in point (a) of article 108 of <i>RRD</i>; and

(1)	(2) Part of the FCA Handbook to which the direction applies (indicating chapters and sections, as appropriate)	(3) Guidance and specific directions		
				<p>(e) not a liability which the Bank of England has determined can be subject to write-down and conversion powers by the Bank of England under:</p> <ul style="list-style-type: none"> (i) the law of a third country; or (ii) a binding agreement concluded with that third country. <p>(3) The contractual recognition of a bail-in requirement in (1) also applies to a liability, other than an elected liability, that is:</p> <ul style="list-style-type: none"> (a) governed by the law of an <i>EEA State</i>; (b) issued or entered into after <i>exit day</i>; (c) issued or entered into before <i>exit day</i> but materially amended after <i>exit day</i>; (d) of a type that is not excluded under article 44(2) of <i>RRD</i>; (e) not a deposit of a type referred to in point (a) of article 108 of <i>RRD</i>; and (f) not a liability which the Bank of England has determined can be subject to <i>write-down and conversion powers</i> by the Bank of England under: <ul style="list-style-type: none"> (iii) the law of an <i>EEA State</i>; or (iv) a binding agreement concluded with that <i>EEA state</i>. <p>Interpretation</p> <p>Interpretative provisions (including definitions) of the <i>FCA Handbook</i> apply to the provisions above in the same way as they apply to the <i>FCA Handbook</i> on <i>exit day</i>, with the following additional terms:</p>

(1)	(2) Part of the FCA Handbook to which the direction applies (indicating chapters and sections, as appropriate)	(3) Guidance and specific directions								
				<table border="1"> <tr> <td data-bbox="857 456 1249 639">debt instrument</td> <td data-bbox="1249 456 2119 639">means any form of transferable debt security or instrument, whether registered or bearer, including commercial paper, bills of exchange, banker’s acceptances, certificates of deposit and bonds, including <i>additional tier 1 instruments</i> or <i>tier 2 instruments</i>.</td> </tr> <tr> <td data-bbox="857 639 1249 871">elected liability</td> <td data-bbox="1249 639 2119 871">means a liability that is not: (a) a debt instrument which is an unsecured liability; (b) an <i>additional tier 1 instrument</i>; or (c) a <i>tier 2 instrument</i>.</td> </tr> <tr> <td data-bbox="857 871 1249 1086">unsecured liability</td> <td data-bbox="1249 871 2119 1086">means a liability where the right of the creditor to payment or other form of performance is not secured by a charge, pledge, lien or mortgage, or subject to other collateral arrangements, including liabilities arising from repurchase transactions and other title transfer collateral arrangements.</td> </tr> </table>	debt instrument	means any form of transferable debt security or instrument, whether registered or bearer, including commercial paper, bills of exchange, banker’s acceptances, certificates of deposit and bonds, including <i>additional tier 1 instruments</i> or <i>tier 2 instruments</i> .	elected liability	means a liability that is not: (a) a debt instrument which is an unsecured liability ; (b) an <i>additional tier 1 instrument</i> ; or (c) a <i>tier 2 instrument</i> .	unsecured liability	means a liability where the right of the creditor to payment or other form of performance is not secured by a charge, pledge, lien or mortgage, or subject to other collateral arrangements, including liabilities arising from repurchase transactions and other title transfer collateral arrangements.
debt instrument	means any form of transferable debt security or instrument, whether registered or bearer, including commercial paper, bills of exchange, banker’s acceptances, certificates of deposit and bonds, including <i>additional tier 1 instruments</i> or <i>tier 2 instruments</i> .									
elected liability	means a liability that is not: (a) a debt instrument which is an unsecured liability ; (b) an <i>additional tier 1 instrument</i> ; or (c) a <i>tier 2 instrument</i> .									
unsecured liability	means a liability where the right of the creditor to payment or other form of performance is not secured by a charge, pledge, lien or mortgage, or subject to other collateral arrangements, including liabilities arising from repurchase transactions and other title transfer collateral arrangements.									
		2.3(2) 2	G	<p><i>Firms</i> within the scope of <i>IFRPU</i> 11.6.1R will need to comply with the modified form of <i>IFPRU</i> 11.6.3R of the <i>Handbook</i>. This means that those <i>firms</i> must include a contractual recognition term in EEA law governed liabilities, other than elected liabilities, that are issued or materially amended after <i>exit day</i>. For the avoidance of doubt, the existing stock of these EEA law governed liabilities at <i>exit day</i> would not need to be updated unless they are materially amended. <i>Firms</i> are not required to include a contractual recognition of bail-in term in new or materially amended EEA law governed elected liabilities after <i>exit day</i>.</p>						

(1)	(2) Part of the FCA Handbook to which the direction applies (indicating chapters and sections, as appropriate)	(3) Guidance and specific directions		
	(3) Transitional provisions and Schedules 1 - 6			No guidance or specific directions.
2.4	Annex E on the Prudential sourcebook for Mortgage and Home Finance Firms, and Insurance Intermediaries (MIPRU) <i>MIPRU 4</i>			No guidance or specific directions.
2.5	Annex H on Interim Prudential sourcebook for Investment Businesses (IPRU(INV)) (1) <i>IPRU(INV) 1—3</i> (2) <i>IPRU(INV) 5</i> (3) <i>IPRU(INV) 9</i> (4) <i>IPRU(INV) 13</i> (5) <i>IPRU(INV) 14</i>			No guidance or specific directions.

(1)	(2) Part of the FCA Handbook to which the direction applies (indicating chapters and sections, as appropriate)	(3) Guidance and specific directions		
	(6) IPRU(INV) Annex A			
	All instruments in points 1 to 2 in this section	3.1	D	References in relevant obligations to accounting standards adopted under Regulation (EU) 1606/2002 must be construed as references to UK-adopted international accounting standards (as defined in section 474(1) of the Companies Act 2006) in relation to the relevant obligations of a <i>person</i> in so far as that <i>person</i> is required to prepare accounts in accordance with UK-adopted international accounting standards.
		3.2	G	References in <i>FCA rules</i> to International Accounting Standards (' IAS ') should be read as references to EU-adopted IAS throughout the temporary transition period unless and until a <i>person</i> is required to move from EU-adopted IAS to UK-adopted IAS .