

PRA RULEBOOK: ADMINISTRATION INSTRUMENT (No. [2]) 2015

Powers exercised

- A. The Prudential Regulation Authority (“PRA”) 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 137G (The PRA’s general rules); and
 - (2) section 137T (General supplementary powers).
- B. The rule-making powers referred to above are specified for the purpose of section 138G(2) (Rule-making instrument) of the Act.

Pre-conditions to making

- C. In accordance with section 138J of the Act (Consultation by the PRA), the PRA consulted the Financial Conduct Authority. After consulting, the PRA published a draft of proposed rules and had regard to representations made.

PRA Rulebook: Administration Instrument (No. [2]) 2015

- D. The rules in the Parts of the PRA Rulebook listed in column (1) below are amended in accordance with the Annexes to this instrument listed column (2).

(1)	(2)
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Commencement

- E. Annexes [], [] and [] of this instrument come into force on [DATE].
Annexes [], [] and [] of this instrument come into force on [DATE]

Citation

- F. This instrument may be cited as the PRA Rulebook: Administration Instrument (No. [2]) 2015.

By order of the Board of the Prudential Regulation Authority
[DATE]

Annex A

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Part

WAIVERS TRANSITIONAL PROVISIONS

...

2 WAIVERS TRANSITIONAL PROVISIONS

...

2.1 (1) ...

...

- (5) Paragraphs (1) to (4) only have effect in relation to a *waiver* listed in Schedule 1 where the *firm* has confirmed to the *PRA* that it materially complies with the requirements relevant to the *rules* listed in Column A of the Table, as waived or modified by the *waiver*, and any conditions relevant to the application of the *waiver* ~~or the~~ or the *firm* has a remediation plan ~~has a remediation plan~~.

Annex B

In this Annex new text is underlined and deleted text is struck through.

Part

SENIOR INSURANCE MANAGERS REGIME – TRANSITIONAL PROVISIONS

...

1 APPLICATION AND DEFINITIONS

...

1.2 In this Part, the following definitions shall apply:

...

continued approval

means approval to perform a *senior insurance management function* under section 59 of ~~FSMA~~ FSMA, granted pursuant to a *grandfathering notification*.

...

3.2 Where a *grandfathering notification* is required pursuant to 2.1, a *firm* must ensure that it sets out the following details in respect of each *approved person* or *candidate*:

- (1) each of the *pre-implementation controlled functions* for which the *person* is approved, or (in the case of a *candidate*) has a *pending application*, in relation to the *firm*;
- (2) each *senior insurance management function* to be performed by the *person* on and after the *commencement date* in relation to the *firm*; and
- (3) each *FCA function* (if any) to be performed by the *person* on and after the *commencement date* in relation to the *firm*.

...

6.2 The *FCA functions* set out in column 3 of the table are specified as *equivalent functions*, in each case in relation to the *pre-implementation controlled functions* set out in the corresponding row of column 1 of the table below.

Column 1	Column 2	Column 3
PRA or FCA Controlled Function	PRA Senior Insurance Management Function	FCA Function
All firms apart from third country branch undertakings and UK ISPVs		
Director (CF1)	Chief Finance function (SIMF2) Chief Risk function (SIMF4) Head of Internal Audit function (SIMF5)	FCA Director function (CF1) (see Note)

Column 1	Column 2	Column 3
	Group Entity Senior Insurance Manager function (SIMF7) Chief Actuary function (SIMF20) Chief Underwriting Officer function (SIMF22) Underwriting Risk Oversight function (SIMF23)	
Non-executive director (CF2)	Group Entity Senior Insurance Manager function (SIMF7) Chairman function (SIMF9) Chair of the Risk Committee function (SIMF10) Chair of the Audit Committee function (SIMF11) Chair of the Remuneration Committee function (SIMF12) Senior Independent Director function (SIMF14)	Chair of the Nomination Committee function (CF2a) Chair of the With-Profits Committee <u>function</u> (CF2b) (see Note)
Chief executive (CF3)	Chief Executive function (SIMF1)	
Director of unincorporated association (CF5)	Chief Finance function (SIMF2) Chief Risk function (SIMF4) Head of Internal Audit function (SIMF5) Group Entity Senior Insurance Manager function (SIMF7) Chief Actuary function (SIMF20) Chief Underwriting Officer function (SIMF22) Chairman function (SIMF9) Chair of the Risk Committee function (SIMF10) Chair of the Audit Committee function (SIMF11) Chair of the Remuneration Committee function (SIMF12) Senior Independent Director function (SIMF14)	FCA Director of an unincorporated association function (CF5) Chair of the Nomination Committee function (CF2a) Chair of the With-Profits committee <u>function</u> (CF2b) (See Note)
Actuary (CF12)	Chief Actuary function (SIMF20)	
With-Profits Actuary (CF12A)	With-Profits Actuary function (SIMF21)	

Column 1	Column 2	Column 3
Lloyd's Actuary (CF12B)	Chief Actuary function (SIMF20) Underwriting Risk Oversight function (SIMF23)	
Systems and Controls (CF28)	Chief Finance function (SIMF2) Chief Risk function (SIMF4) Head of Internal Audit function (SIMF5)	
Significant management (CF29)	Group Entity Senior Insurance function Manager <u>function</u> (SIMF7) Chief Actuary function (SIMF20) (general insurance firms only) Chief Underwriting Officer function (SIMF22) Underwriting Risk Oversight function (SIMF23)	
UK ISPVs		
PRA or FCA Controlled Function	PRA Senior Insurance Management Function	FCA Function
Director (CF1)	Chief Finance function (SIMF2) Chief Actuary function (SIMF20) Group Entity Senior Insurance Manager function (SIMF7)	FCA Director function (CF1) (see Note)
Non-executive director (CF2)	Chairman function (SIMF 9)	Chair of the Nomination Committee function (CF2a) Chair of the With-Profits Committee <u>function</u> (CF2b) (see Note)
Chief executive (CF3)	Chief Executive function (SIMF1)	
Actuary (CF12)	Chief Actuary function (SIMF20)	
Systems and Controls (CF28)	Chief Finance function (SIMF2)	FCA Systems and Controls function (CF28) (see Note)

Column 1	Column 2	Column 3
Significant management (CF29)	Group Entity Senior Insurance Manager function (SIMF7) Chief Actuary function (SIMF20) (general insurance firms only)	
Third country branch undertakings		
PRA or FCA Controlled Function	PRA Senior Insurance Management Function	FCA Function
Director (CF1)	Chief Finance function (SIMF2) Chief Risk function (SIMF4) Head of Internal Audit function (SIMF5) Group Entity Senior Manager (SIMF7) Head of Third Country Branch function (SIMF19) Chief Actuary function (SIMF20) Chief Underwriting Officer function (SIMF22)	FCA Director function (CF1) (see Note)
Non-executive director (CF2)	Group Entity Senior Manager (SIMF7) Chairman function (SIMF 9) Senior Independent Director function (SIMF 14) Chair of the Risk Committee function (SIMF 10) Chair of the Audit Committee function (SIMF 11) Chair of the Remuneration Committee function (SIMF 12)	
Chief executive (CF3)	Head of Third Country Branch function (SIMF19)	
Actuarial (CF 12)	Chief Actuary function (SIMF20)	Actuarial conduct function (third country) (CF 51) (conduct perspective only)
With-profits actuary (CF12A)	With-Profits Actuary function (SIMF21)	

Column 1	Column 2	Column 3
Systems and controls (CF28)	Chief Finance function (SIMF2) Chief Risk function (SIMF4) Head of Internal Audit function (SIMF5)	FCA Systems and Controls <u>function</u> (CF28) (see Note)
FCA Significant management (CF 29)	Chief Underwriting Officer function (SIMF22) Group Entity Senior Insurance Manager <u>function</u> (SIMF7)	

Note: See SUP TP 7.2.3 R in the *FCA Handbook*.

...

8.2 Where an *approved person* or a *candidate* is intended to perform a *senior insurance management function* with effect from the *commencement date* but:

- (1) in the case of an *approved person*, is not prior to the *commencement date* approved;
or
- (2) in the case of a *candidate*, is not to be approved

to perform a *controlled function* that is equivalent to the proposed *senior insurance management function* in accordance with 6, the *PRA* directs that the *firm* must not submit a *grandfathering notification* in respect of that *approved person* or *candidate* (as the case may be) but must instead submit a *senior insurance management approval application* for the proposed *senior insurance management function* in accordance with Key Function Holder – Notifications 6.4.

...

Annex C

In this Annex new text is underlined and deleted text is struck through.

Part

SENIOR MANAGERS REGIME – TRANSITIONAL PROVISIONS

...

1 APPLICATION AND DEFINITIONS

...

1.2 In this Part, the following definitions shall apply:

...

continued approval

means approval to perform a *PRA senior management function* under section 59 of ~~FSMA~~ FSMA, granted pursuant to a *grandfathering notification*.

Annex D

In this Annex new text is underlined and deleted text is struck through.

Part

KEY FUNCTION HOLDER - NOTIFICATIONS

...

1.2 In this Part, the following definitions shall apply:

...

scope of responsibilities form

~~means the form to be completed by a firm containing the information referred to in Insurance — Allocation of Responsibilities 5.1(3).~~

...

2.4 The *PRA* directs that:

- (1) where the *key function holder* is to be approved by the *PRA* to perform a *senior insurance management function*, the *firm* must provide the information referred to in 2.2 to the *PRA* in whichever Form is required for the *senior insurance management function approval application*, pursuant to Senior Insurance Managers Regime - Applications and Notifications 2, which must be accompanied by a *scope of responsibilities form*; and

...

Annex E

In this Annex new text is underlined and deleted text is struck through.

Part**INSURANCE – ALLOCATION OF RESPONSIBILITIES**

...

3.1 Each of the responsibilities set out in this rule is an *SIMR prescribed responsibility*.

...

(5) responsibility for management of the allocation and maintenance of the firm's;

...

Annex F

In this Annex new text is underlined and deleted text is struck through.

Part**ALLOCATION OF RESPONSIBILITIES**

...

7 RECORDS

...

7.2 A *management responsibilities map* must in particular include:

- (1) the names of all the *firm's approved persons* (including *FCA approved persons*), *notified non-executive directors*, *credit union non-executive directors* and *senior management* and the responsibilities held by each, including all *FCA responsibilities*;

...

Annex G

In this Annex new text is underlined and deleted text is struck through.

Part

SENIOR MANAGERS REGIME – APPLICATIONS AND NOTIFICATIONS

...

2 APPLICATION TO PERFORM A PRA SENIOR MANAGEMENT FUNCTION

...

2.6 (1) The *PRA* directs that a *firm* must use form A (shortened form) for a *PRA senior management approval application* if:

- (a) the *person* to whom the application relates:
 - (a*i*) has at the time of application a *current approved person's approval*; or
 - (b*ii*) has had a *current approved person's approval* within the previous six months; and

...

6 CHANGE IN DETAILS OR RESPONSIBILITIES RELATING TO PRA APPROVED PERSONS

...

- 6.3 (1) ...
- (2) A *firm* must not use Form J where the revisions are to be made as part of arrangements involving an application:
- (a) ...
 - (b) to vary (under section 63ZA of ~~FSMA~~ FSMA) an approval for the *person* performing the *PRA senior management function* concerned to perform another *PRA senior management function* or *FCA designated senior management function* for the same *firm*.

Annex H

In this Annex new text is underlined and deleted text is struck through.

Part

NON-SOLVENCY II FIRMS – RUN-OFF FIRMS

...

2.2 Notwithstanding Non-Solvency II Firms - Conduct Standards 1.1, the rules in Non-~~Directive~~Solvency II Firms - Conduct Standards apply to any *person* subject to this Part.

...

Annex I

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Part

INSURANCE – SENIOR INSURANCE MANAGEMENT FUNCTIONS

...

5.1

(2) another *undertaking* which is a ~~member~~ member of the *firm's group*.

12.2 The following *senior insurance management functions* do not apply to a *UK ISPV*:

...

(6) *Senior Independent ~~Direction~~Director function* (SIMF14);

...

Annex J

In this Annex new text is underlined and deleted text is struck through.

Part**INSURANCE – CONDUCT STANDARDS**

1.1 Unless otherwise stated, this Part applies to:

...

(2) in accordance with Insurance General Application 3, the *Society*, as modified by 4;

(3) in accordance with Insurance General Application 3, *managing agents*, as modified by 4;

...

Annex K

In this Annex new text is underlined and deleted text is struck through.

Part

POLICYHOLDER PROTECTION

...

3 QUALIFYING CONDITIONS FOR PAYING COMPENSATION

3.1 The FSCS may pay compensation to an *eligible claimant*, subject to 18, if it is satisfied that:

...

(4) it:

(a) ...

(b) would not be appropriate to take, or continue to take, measures under 5.1 to safeguard ~~policyholders~~ policyholders of a *relevant person* in financial difficulties;

...

...

6 LIMITS WHEN SECURING CONTINUITY AND TAKING MEASURES IN RELATION TO RELEVANT PERSONS IN FINANCIAL DIFFICULTIES

...

6.2 If the FSCS takes measures for the purpose of safeguarding the rights of *eligible claimants* under 5.1 in respect of a *contract of general insurance*:

(1) where *claims*:

(a) ...

(b) ...

(c) arise from the death or incapacity of the ~~policyholder~~ policyholder due to injury, sickness, or infirmity;

...

...

9 PROTECTED CLAIMS

...

9.5 For the purpose of 9.4 and 9.6, the situation of a risk or commitment is determined as follows:

...

- (3) for a *contract of insurance* lasting four months or less covering travel or holiday risks (whatever the class concerned), the risk or commitment is situated where the ~~policyholder~~ policyholder took out the *contract of insurance*; and
- (4) in cases not covered by (1) – (3):
- (a) where the ~~policyholder~~ policyholder who first took out the *contract of insurance* is an individual, the risk or commitment is situated where he has his *habitual residence* at the date when the *contract of insurance* commenced;
 - (b) where the ~~policyholder~~ policyholder who first took out the *contract of insurance* is not an individual, the risk or commitment is situated where the establishment to which the risk or commitment relates is situated at the date when the *contract of insurance* commenced;
 - (c) where the ~~policyholder~~ policyholder who first took out the *contract of insurance* is a trustee the risk or commitment is situated:
 - (i) ...
 - (ii) ...
 - (d) where there are two or more ~~policyholders~~ policyholders, so long as one ~~policyholder's~~ policyholder's risk or commitment under (a) – (c) is a protected risk or commitment, that shall be where the risk or commitment is situated.

...

- 9.6(1) If after 1 December 2001, a ~~relevant person~~ relevant person (or where applicable, a *successor*) is subject to one or more of the proceedings listed in 10.4 (or 11.4, in the case of a *successor*) or where a ~~relevant person~~ relevant person (or where applicable, a *successor*) is declared in default, then a *contract of insurance* issued by a *relevant person* before 1 December 2001 which is within (2) is a protected contract of insurance, provided that the *relevant person* (or where applicable, a *successor*) was not a *member* at the time the *contract of insurance* was issued, and:

...

17 LIMITS ON COMPENSATION PAYABLE

...

- 17.2(1) For a *protected contract of insurance* when the contract is a *relevant general insurance contract*:
- (a) if the *claim*:
 - (i) ...
 - (ii) ...

- (iii) is in respect of and arises from the death or incapacity of the ~~policyholder~~ policyholder due to injury, sickness, or infirmity;

...

...

Annex L

Annex B of the PRA Rulebook: Lloyd’s (Actuaries and Auditors) Instrument 2014 (PRA 2014/16), as amended by the PRA Rulebook: Solvency II firms; Non Solvency II firms; Non- authorised persons: Lloyd’s instrument 2015 (PRA 2015/36), is amended as follows

In this Annex new text is underlined.

Part

LLOYD’S: ACTUARIES, AUDITORS AND FSCS

...

LLOYD’S: ACTUARIES, AUDITORS AND FSCS

Externally defined glossary terms

...

Annex M

In this Annex new text is underlined and deleted text is struck through.

Part**SENIOR MANAGEMENT FUNCTIONS**

1 APPLICATION AND DEFINITIONS

...

1.3 This Part does not apply to a function performed by:

...

(11 ~~3~~) ...

(12 ~~4~~) ...

Annex N

Annex A of the PRA Rulebook Solvency II Firms; non Solvency II Firms; Non-authorized Persons: Policyholder Protection Instrument 2015 (PRA 2015/35) is amended as follows.

In this Annex deleted text is struck through.

byelaw

~~means any byelaw, direction, regulation, or other instrument made using the powers of the Council under section 6 of Lloyd's Act 1982 (including any regulation ratified by the Council by special resolution) and any condition or requirement made under any such byelaw, direction, regulation or other instrument.~~

Central Fund

~~means the Central Fund established under Lloyd's Central Fund Byelaw (No 4 of 1986) and the New Central Fund established under Lloyd's New Central Fund Byelaw (No 23 of 1996).~~

...

premium

~~means the consideration payable under a contract of insurance by the policyholder to the insurer.~~

...

reinsurance contract

~~means a contract of insurance covering all or part of a risk to which a person is exposed under a contract of insurance.~~

share

~~means the investment specified in article 76 of the Regulated Activities Order.~~

...

waiver

~~means a direction waiving or modifying a rule given by the PRA under section 138A of FSMA (Modification or waiver of rules).~~

...

Annex O

Annex A of the PRA Rulebook: Glossary Instrument 2015 (PRA 2015/43) is amended as follows.

In this Annex deleted text is struck through.

...

contract of insurance

has the meaning given in Article 3(1) of the ~~Regulated Activities Order~~.

cross border services

means:

- (1) ~~(in relation to a UK firm) services provided within an EEA State other than the UK under the freedom to provide services; and~~
- (2) ~~(in relation to an incoming EEA firm or an incoming Treaty firm) services provided within the UK under the freedom to provide services.~~

...

Annex P

Annex A of the PRA Rulebook: Solvency II Glossary Amendments Instrument 2015 (PRA 2015/31) is amended as follows.

In this Annex deleted text is struck through.

...

EEA

means the area established by the ~~agreement on the European Economic Area signed at Oporto on 2 May 1992, as it has effect for the time being and which consists of the EEA States.~~

EEA State

(in the ~~Solvency II Firms Sector of the PRA Rulebook~~) has the meaning given in the ~~Interpretation Act 1978 and, where the context requires, includes references to Gibraltar as appropriate.~~

...

FCA Handbook

means the ~~FCA's Handbook of rules and guidance.~~

...

mutual

means an ~~insurer~~ which:

- (1) — ~~if it is a body corporate, has no share capital (except a wholly owned subsidiary undertaking with no share capital but limited by guarantee); or~~
- (2) — ~~is a registered friendly society or incorporated friendly society; or~~
- (3) — ~~is a society registered or deemed to be registered under the Industrial and Provident Societies Act 1965 or the Industrial and Provident Societies (Northern Ireland) Act 1969.~~

...

outsourcing

means an arrangement of any form between a ~~Solvency II undertaking~~ and a service provider, whether a supervised entity or not, by which that service provider performs a process, a service or an activity, whether directly or by sub-outsourcing, which would otherwise be performed by the ~~Solvency II undertaking~~ itself.

...

policy

has the meaning given in article 2 of the ~~Financial Services and Markets Act 2000 (Meaning of "Policy" and "Policyholder") Order 2001 (SI 2001/2364).~~

policyholder

means, in respect of a ~~contract of insurance where the insurance undertaking is a Solvency II undertaking~~, a policyholder, which includes a ~~beneficiary~~.

...

Annex Q

In this Annex new text is underlined and deleted text is struck through.

Part

GLOSSARY

conduct standards

- (1) for a *UK Solvency II firm*, the *Society*, *managing agents* and a *UK ISPV*, means the standards of expected conduct specified in Insurance - Conduct Standards 3;

...

EEA State

~~(in the Solvency II Firms, Non Solvency II Firms and Non-Authorised Persons Sectors of the PRA Handbook)~~ has the meaning given in the Interpretation Act 1978 and, where the context requires, includes references to Gibraltar as appropriate.

...

FCA governing function

has the meaning given in SUP 10A.4.4 R of the FCA Handbook.

...

Fundamental Rules

~~means the rules set out in Fundamental Rules 2~~ means the rules set out in Fundamental Rules 2.

...

material outsourcing

~~means outsourcing services of such importance that weakness, or failure, of the services would cast serious doubt upon the firm's continuing satisfaction of the threshold conditions or compliance with the Fundamental Rules~~ means outsourcing services of such importance that weakness, or failure, of the services would cast serious doubt upon the firm's continuing satisfaction of the threshold conditions or compliance with the Fundamental Rules.

...

mutual

means an *insurer* which:

- (1) ...

- (2) ...
- (3) is a society registered or deemed to be registered under Co-operative and Community Benefit Societies Act 2014 or the Industrial and Provident Societies (Northern Ireland) Act 1969.

...

outsourcing

means an arrangement of any form between a *firm* and a service provider, whether a supervised entity or not, by which that service provider performs a process, a service or an activity, whether directly or by sub-outsourcing, which would otherwise be undertaken by the *firm* itself.

...

policy

has the meaning given in ~~Article~~ article 2 of the Financial Services and Markets Act 2000 (Meaning of "Policy" and "Policyholder") Order 2001 (SI 2001/2361).

policyholder

either:

- (1) means, in respect of a contract of insurance where the insurance undertaking is a Solvency II undertaking, a policyholder which includes a beneficiary; or
- (2) has the meaning given in ~~Article~~ article 3 of the Financial Services and Markets Act 2000 (Meaning of "Policy" and "Policyholder") Order 2001 (SI 2001/2361).

...

GLOSSARY

Externally defined glossary terms

Term	Definition source
<i>EEA State</i>	<u>FSMA s425</u>
...	...

Annex R

In this Annex new text is underlined and deleted text is struck through.

Part

GLOSSARY

relevant senior management function

~~has the meaning given in s64A(3) of FSMA.~~ means, for the purposes of section 64A of FSMA, any of the following FCA controlled functions to the extent applicable, pursuant to the FCA Handbook, to a UK Solvency II firm, the Society, a managing agent, a third country branch undertaking (other than a Swiss general insurer), an ISPV or a small non-directive insurer.

- (1) CF1 Director function;
- (2) CF2A Chair of the Nomination committee function;
- (3) CF2B Chair of the With-Profits committee function;
- (4) CF3 Chief executive function;
- (5) CF5 Director of unincorporated association function;
- (6) CF6 Small friendly society function;
- (7) CF10 Compliance oversight function;
- (8) CF28 Systems and control function; and
- (9) CF51 Actuarial conduct function holder in Solvency II third country Insurance undertakings.

...

scope of responsibilities form

means the form to be completed by a firm containing the information referred to in Insurance – Allocation of Responsibilities 5.1(3).

Annex S

In this Annex new text is underlined and deleted text is struck through.

Part

GENERAL ORGANISATIONAL REQUIREMENTS

...

2 GENERAL REQUIREMENTS

...

- 2.2 The arrangements, processes and mechanisms referred to in 2.1 must be comprehensive and proportionate to the nature, scale and complexity of the risks inherent in the business model and of the *firm's* activities and must take into account the specific technical criteria described in 2.6, Skills, Knowledge and Expertise 3.2, Risk Control and ~~(for a *firm* to which SYSC 19A Remuneration applies), SYSC 19A of the *PRA Handbook*.~~

...

5 MANAGEMENT BODY

...

- 5.3 A *firm* must devote adequate human and financial resources to the induction and training of members of the *management body*.

[Note: Art. 91~~(3)~~(9) of the *CRD*]

Annex T

The Annex of the PRA Rulebook: Regulatory Reporting Instrument 2015 (PRA 2015/74) is amended as follows.

In this Annex new text is underlined and deleted text is struck through.

Part

REGULATORY REPORTING

...

1 APPLICATION AND DEFINITIONS

...

1.2 In this Part, the following definitions shall apply:

...

whole-firm liquidity modification

means ~~a modification~~ a modification to the *overall liquidity adequacy rule* of the kind described in *BIPRU 12.8.22G* in the *PRA Handbook* as in effect on 30 September 2015 granted to a *firm* and in effect on that date.

...

9 REGULATED ACTIVITY GROUP 3

...

9.2 The applicable *data items* referred to in the table in 6.1 for a *UK designated investment firm* are set out in the table below:

...

(5) Only applicable to a *firm* whose ultimate parent is a *mixed-activity holding company*.

...

14 TRANSITIONAL PROVISIONS - WAIVERS

...

14.3

Column A SUP 16.12 rule <u>rule</u> as in force until immediately before 1 January 2016	Column B Regulatory Reporting rule as in force from 1 January 2016
SUP 16.12.4	6.1
SUP 16.12.5	7.1
SUP 16.12.6	7.2

SUP 16.12.7	7.3
SUP 16.12.8(1)	8.1
SUP 16.12.8(2)	8.2
SUP 16.12.8(3)	8.3
SUP 16.12.11B	9.2
SUP 16.12.12A	9.3
SUP 16.12.13A	9.4
SUP 16.12.15B	10.2
SUP 16.12.16A	10.3
SUP 16.12.17A	10.4
SUP 16.12.18	11.1
SUP 16.12.18A	11.2

...

Annex U

In this Annex new text is underlined and deleted text is struck through.

Part

DEFINITION OF CAPITAL

...

6 NOTIFICATION REGIME - ISSUANCE

- 6.1 A *firm* shall notify the *PRA* in writing of its intention, or the intention of another member of its *group* that is not a *firm* but is included in the supervision on a consolidated basis of the *firm*, to issue a capital instrument that it believes will qualify under the *CRR* as an *own funds instrument* at least thirty days before the intended date of issue. This rule does not apply to the capital instruments described in ~~7.3~~ 6.3 below.
- 6.2 When giving notice under ~~7.4~~ 6.1, the *firm* shall provide:
- ...
- 6.3 The *firm* does not have to give notice under ~~7.4~~ 6.1 if the capital instrument is:
- ...
- 6.4 A *firm* shall notify the *PRA* in writing no later than the date of issue of its intention, or the intention of another member of its *group* that is not a *firm* but is included in the supervision on a consolidated basis of the *firm*, to issue a capital instrument described in ~~7.3~~ 6.3.
- 6.5 When giving notice under ~~7.4~~ 6.4, the *firm* shall provide:
- (1) ...; and
- (2) the items described in ~~7.2~~ 6.2(1) and (3).
- 6.6 The *firm* shall notify the *PRA* in writing of any change to the intended date of issue, amount of issue, type of investors, type of *own funds instrument* or any other feature of the capital instrument to that previously notified to the *PRA* under ~~7.4~~ 6.1 or ~~7.4~~ 6.4.