

## **MAS Notice 1109**

28 June 2021

### **NOTICE TO MERCHANT BANKS BANKING ACT, CAP 19**

### **UNSECURED CREDIT FACILITIES TO INDIVIDUALS**

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#### **Introduction**

1 This Notice is issued pursuant to section 55(1) as applied by section 55ZJ(1) of the Banking Act (Cap. 19) (the “Act”) and applies to all merchant banks in Singapore.

2 It sets out the requirements that a merchant bank in Singapore (“Merchant Bank”) has to comply with when granting an unsecured non-card credit facility to an individual, whether as an individual or as a joint borrower with any other individual.

#### **Definitions**

3 In this Notice —

“borrower” means an individual who has been granted a non-card credit facility;

“Regulations” means the Banking (Credit Card and Charge Card) Regulations 2013;

“debit card” means any article, whether in physical or electronic form, that enables the holder to access funds in a deposit account with a financial institution and that may be used for the purchasing of goods and services (e.g. ATM cards);

“revolving unsecured non-card credit facility” means an unsecured non-card credit facility that may be drawn down and repaid at any time and from time to time, in any amount, subject to a limit approved by the Merchant Bank;

“Singapore borrower” means a borrower who is a citizen of Singapore or a permanent resident; and

“unsecured non-card credit facility” means a fully unsecured non-card credit facility or a partially secured non-card credit facility.

4 The expressions used in this Notice shall, except where defined in this Notice or where the context otherwise requires, have the same meanings as in the Act and the Regulations, including regulations 3 to 6A of the Regulations, save that references to “card issuer” in the various definitions and regulations 3 to 6A of the Regulations shall read as “merchant bank in Singapore”, and references to “cardholder” and “principal cardholder” shall read as “borrower”.

5 Where an expression is used in the Act and the Regulations with different meanings, the expressions used in this Notice shall, except where defined in this Notice or where the context otherwise requires, have the same meanings as in the Regulations.

### **Excluded credit facilities**

6(1) For the purposes of paragraphs 7 and 8, an unsecured non-card credit facility must not include a loan for any of the following purposes:

- (a) the furnishing of any security to the Government in connection with any application for the deferment of any liability under the Enlistment Act (Cap. 93);
- (b) the furnishing of any security to the Government in connection with the employment of a foreign domestic worker;
- (c) the defraying of expenses which are directly attributable to a course of education, including tuition fees and the costs of accommodation, textbooks and computer equipment, where the Merchant Bank which granted the loan has taken reasonable steps to ascertain that the proceeds of the loan will be applied only towards the defraying of such expenses;
- (d) the business of a sole proprietor or partnership (other than a limited liability partnership) of which the borrower is the sole proprietor or a partner, as the case may be;
- (e) the repayment of any amount owing by the borrower under another non-card credit facility which has ceased to be fully secured as a result of a fall in the value of the security given for that facility, where the Merchant Bank which granted the loan has taken reasonable steps to ensure that the proceeds of the loan are paid to the person who granted that facility;
- (f) any renovation (the loan being referred to in this sub-paragraph as a renovation loan), where —
  - (i) the Merchant Bank which granted the renovation loan has taken reasonable steps to ascertain that the proceeds of the renovation

- loan will only be applied towards the defraying of the costs of renovations which have been made or will be made;
- (ii) the renovation loan repayment period does not exceed 5 years;
  - (iii) in the case of a renovation loan granted jointly to the borrower and one or more other persons (referred to in this Notice as a joint renovation loan), that other person or each of those other persons is —
    - (A) a spouse, child, parent or sibling of the borrower; or
    - (B) a fiancé or fiancée of the borrower, as the case may be, and the borrower has agreed to provide a copy of his marriage certificate to the Merchant Bank not more than 3 months after the first disbursement of the renovation loan; and
  - (iv) the aggregate of the following (save for any fees, interest or charges (including late payment charges) imposed by the Merchant Bank which granted the loan) is not more than 6 months' income of the borrower or \$30,000, whichever is the lower:
    - (A) the amount of the renovation loan, or the amount of the borrower's share of the joint renovation loan (derived by dividing the amount of that loan by the number of persons to whom the loan is granted), as the case may be;
    - (B) the sum of all amounts outstanding on both of the following:
      - (BA) all earlier renovation loans granted to the borrower by the same Merchant Bank;
      - (BB) the borrower's share of all earlier joint renovation loans granted by the same Merchant Bank (derived in respect of each such loan by dividing the outstanding balance on that loan by the number of persons to whom that loan was granted);
  - (g) the defraying of the costs of any medical treatment, where the Merchant Bank which granted the loan has taken reasonable steps to ascertain that the proceeds of the loan will be applied only towards the defraying of such costs;
  - (h) the subscription of shares (the loan being referred to in this paragraph as a share financing loan), where —
    - (i) the aggregate of the following does not exceed 80% of the amount to be paid by the borrower for the subscription of those shares:
      - (A) the amount of the share financing loan granted by the Merchant Bank or, where part of the loan may be used for

- a purpose other than the subscription of those shares, the amount of the loan which is to be used for the subscription of those shares;
    - (B) all other loans obtained by the borrower from any other person for the subscription of those shares or, where part of the loans may be used for a purpose other than for the subscription of those shares, the amounts of the loans which are to be used for the subscription of those shares;
    - (C) all the discounts, rebates and other benefits granted by any person to the borrower in relation to the subscription of those shares; and
  - (ii) the Merchant Bank referred to in sub-paragraph (i)(A) has taken reasonable steps to ensure that sub-paragraph (i) is complied with, including obtaining a written declaration from the borrower as to both of the following:
    - (A) whether the borrower has obtained any loan from any other person for the subscription of those shares, the amount of such loan (and where part of the loan is to be used for purposes other than the subscription of those shares, the amount of the loan which is to be used for the subscription of those shares) and other relevant details of such loan; and
    - (B) whether the borrower has received any discount, rebate or other benefit from any other person in relation to the subscription of those shares, and the amount and other details of such discount, rebate or benefit;
- (j) any purpose where the loan is made to the borrower in his capacity as an officer (other than a director) or employee of the Merchant Bank granting the loan, where —
  - (i) the duration of employment as set out in the contract of employment of the borrower is for at least one continuous year or, where the duration of employment is less than one continuous year, the terms of the contract allow for the duration of employment to be extended beyond one year; and
  - (ii) the aggregate of the following is not more than one year's emoluments of the borrower:
    - (A) the loan amount (other than in relation to loans granted for any of the purposes specified in sub-paragraphs (a) to (h));
    - (B) the aggregate of the amounts outstanding on all earlier unsecured non-card credit facilities (other than in relation to loans granted for any of the purposes specified in sub-paragraphs (a) to (h)) granted by way of a loan or loans by the Merchant Bank to the borrower, in his capacity as an officer or employee of the Merchant Bank;

- (C) the total outstanding unsecured amount of the borrower with the Merchant Bank;
  - (j) the repayment of any amount owing by the borrower under a loan granted for any of the purposes specified in sub-paragraphs (a) to (i) ("original loan"), where the lender is not the person who granted the original loan and the lender has taken reasonable steps to ensure that the proceeds of the loan are paid to the person who granted that original loan; and
  - (k) the repayment of any amount owing by the borrower under a loan granted for the purpose specified in sub-paragraph (j) ("original refinancing loan"), where the lender is not the same as the person who granted the original refinancing loan and the lender has taken reasonable steps to ensure that the proceeds of the loan are paid to the person who granted that original refinancing loan.
- (2) Where a renovation loan is granted jointly to a Singapore borrower and the Singapore borrower's fiancé or fiancée pursuant to sub-paragraph (1)(f), and the Singapore borrower fails to provide his certificate of marriage to the Merchant Bank not more than 3 months after the first disbursement of the renovation loan, the Merchant Bank must take all reasonable steps to ensure that at least one of the criteria A, B and C referred to in column 3 of Appendix 1 is satisfied, failing which the Merchant Bank must take the measures set out in column 4 of Appendix 1.
- (3) To avoid doubt, a Merchant Bank is not deemed to have contravened paragraph 7 or 8 through the grant of a renovation loan jointly to a Singapore borrower and the Singapore borrower's fiancé or fiancée pursuant to sub-paragraph (1)(f), solely by reason of the Singapore borrower's failure to provide his certificate of marriage to the Merchant Bank not more than 3 months after the first disbursement of the renovation loan, if all other applicable conditions in sub-paragraph (1)(f) are satisfied and the Merchant Bank has taken the steps specified in sub-paragraph (2).
- (4) To avoid doubt —
- (a) where the aggregate of the amounts referred to in sub-paragraph (1)(h)(i) exceeds 80% of the amount to be paid by a Singapore borrower for the subscription of the shares, then the entire amount of the share financing loan for the subscription of those shares referred to in sub-paragraph (1)(h)(i)(A) must be included in determining the total outstanding unsecured amount or cumulative total outstanding unsecured amount of the borrower; and
  - (b) where the aggregate of the amounts referred to in sub-paragraph (1)(i)(ii) exceeds one year's emoluments of a borrower as an officer or employee of the Merchant Bank, the total of sub-paragraphs (A), (B) and (C) of sub-paragraph (1)(i)(ii) must be included in determining the total outstanding unsecured amount or cumulative total outstanding unsecured amount of the borrower.

- (5) In paragraph 6(1)(f)(ii), the reference to 5 years is replaced with a reference to 5 years and the period of extension of the renovation loan in sub-paragraph (d) if –
- (a) the renovation loan is granted on or before 5 May 2020;
  - (b) the borrower requests the Merchant Bank for an extension of the loan repayment period;
  - (c) the request is made between 18 February 2020 and the expiry date (both dates inclusive); and
  - (d) the Merchant Bank grants an extension of the loan repayment period for a period not exceeding 12 months.
- (6) In this paragraph, “expiry date” means the date ending 6 months after the date on which the Ministry of Health announces its risk assessment under the framework commonly known as Disease Outbreak Response System Condition or DORSCON, to be the colour code “Green” in relation to the infectious disease known as Coronavirus Disease 2019.

### **Minimum requirements for grant of unsecured non-card credit facilities**

7 Subject to paragraph 18(1), a Merchant Bank must not grant an unsecured non-card credit facility to an individual who is a citizen of Singapore or a permanent resident unless he has an annual income of at least \$20,000 (or its equivalent in foreign currency) at the time of application for the unsecured non-card credit facility.

8 Subject to paragraph 18(1), in the case of joint borrowers where at least one of the joint borrowers is a citizen of Singapore or a permanent resident, a Merchant Bank must not grant an unsecured non-card credit facility to the joint borrowers unless every joint borrower has an annual income of at least \$20,000 (or its equivalent in foreign currency) at the time of application for the unsecured non-card credit facility.

### **New unsecured non-card credit facility**

9(1) Subject to paragraph 18(1), a Merchant Bank must not grant any unsecured non-card credit facility to an individual unless the individual has requested for it in a document signed by him.

(2) Subject to paragraph 18(1), where, an individual requests a Merchant Bank for an unsecured non-card credit facility, the Merchant Bank must —

- (a) obtain an indication from the individual of his preferred credit limit for that unsecured non-card credit facility or his preferred aggregate credit limit, in a document signed by him; or
- (b) in the absence of a preferred credit limit or a preferred aggregate credit limit indicated pursuant to sub-paragraph (a), before the unsecured non-card credit facility is granted, obtain the consent of the individual in a

document signed by him for the amount of the credit limit or aggregate credit limit to be granted.

(3) For the purpose of sub-paragraph (2)(*b*), an individual is deemed to have consented to the credit limit or aggregate credit limit granted if he had agreed, in a document signed by him, to a credit limit or aggregate credit limit which was more than what was granted.

(4) Subject to paragraph 13 and 18(1), a Merchant Bank must not issue an unsecured non-card credit facility with a credit limit that is greater than the preferred credit limit or preferred aggregate credit limit, as the case may be, which the individual has indicated or consented to pursuant to sub-paragraph (2)(*a*) or (*b*), as the case may be.

### **Increase in credit limit**

10(1) A Merchant Bank must not increase a borrower's aggregate credit limit unless the borrower has requested for the increase in a document signed by him.

(2) Where a borrower requests the Merchant Bank for an increase under sub-paragraph (1) in his aggregate credit limit, the Merchant Bank must —

(*a*) obtain, not more than one month prior to the increase, an indication from the borrower of his preferred aggregate credit limit in a document signed by him;

(*b*) in the absence of a preferred aggregate credit limit indicated pursuant to sub-paragraph (*a*), obtain, not more than one month prior to the increase, the consent of the borrower in a document signed by him, for the amount of the increase in the aggregate credit limit.

(3) For the purpose of sub-paragraph (2)(*b*), a borrower is deemed to have consented to the amount of the increase in his aggregate credit limit if he had agreed, in a document signed by him, to an increase in his aggregate credit limit which was more than what was granted.

(4) Subject to paragraph 13, a Merchant Bank must not, in granting under sub-paragraph (1) a borrower an increase in his aggregate credit limit, grant an increase that results in the aggregate credit limit of the borrower being greater than the preferred aggregate credit limit which the borrower has indicated or consented to pursuant to sub-paragraph (2)(*a*) or (*b*), as the case may be.

### **Credit checks with credit bureau**

11(1) A Merchant Bank must conduct or cause to be conducted comprehensive checks with one or more credit bureaus for the purpose of assessing the credit-worthiness of —

(*a*) an individual, prior to issuing an unsecured non-card credit facility to that individual;

- (b) a borrower, prior to increasing the aggregate credit limit granted by the Merchant Bank to that borrower, unless comprehensive checks with one or more credit bureaus had already been conducted or caused to have been conducted for the purpose of assessing the credit-worthiness of that borrower not more than one month prior to increasing the aggregate credit limit; and
  - (c) a borrower, upon receiving any information from any person that calls into question the credit-worthiness of that borrower, unless checks with one or more credit bureaus had already been conducted or caused to have been conducted for the purpose of assessing the credit-worthiness of that borrower not more than 3 months prior to the information being received.
- (2) For the purposes of sub-paragraph (1), and paragraphs 15(4)(c) and 16(6)(b)(ii), a Merchant Bank must, in relation to a borrower, review all of the following in comprehensive checks conducted or caused to have been conducted with one or more credit bureaus:
  - (a) secured and unsecured amounts outstanding on all credit cards, charge cards and non-card credit facilities reported to the credit bureaus;
  - (b) secured and unsecured credit limits of all credit cards, charge cards and non-card credit facilities reported to the credit bureaus;
  - (c) the payment status of all credit cards, charge cards and non-card credit facilities reported to the credit bureaus.
- (3) For the purpose of sub-paragraph (2) —
  - (a) data on amounts outstanding and credit limits —
    - (i) must exclude data concerning —
      - (A) any loan to a sole proprietor or partner of a partnership, for a business purpose;
      - (B) fully secured credit cards and charge cards; and
      - (C) non-card credit facilities that are fully secured by a deposit or deposits; and
    - (ii) may exclude data concerning any corporate card or business card; and
  - (b) data on payment status —
    - (i) must exclude data concerning any loan to a sole proprietor or partner of a partnership, for a business purpose; and
    - (ii) may exclude data concerning any corporate card or business card.
- (4) For the purpose of sub-paragraph (1)(c), a Merchant Bank need not conduct or cause to be conducted comprehensive checks if the Merchant Bank has ceased to permit or will not permit any further amounts (other than the specified amounts) to be charged to any credit card or charge card issued, or to be drawn down on any



unsecured non-card credit facility granted, to that borrower by the Merchant Bank until the amounts outstanding on all his credit cards and charge cards issued, and unsecured non-card credit facilities granted, by the Merchant Bank to that borrower are paid in full.

- (5) For the purpose of sub-paragraph (4), the specified amounts are the following:
- (a) any fees, interest and charges (including late payment charges) relating to the use of any credit card or charge card issued, or any unsecured non-card credit facility granted, by the Merchant Bank;
  - (b) any outstanding amounts transferred by the Merchant Bank from any credit card or charge card already issued, or any unsecured non-card credit facility already granted, by the Merchant Bank to the borrower, to another credit card or charge card the Merchant Bank has issued or will issue, or any unsecured non-card credit facility the Merchant Bank has granted or will grant, to the same borrower.
- (6) For the purpose of sub-paragraph (1)(c), a Merchant Bank need not conduct or cause to be conducted the comprehensive checks if the person providing the information refuses to identify himself to the Merchant Bank, even after the Merchant Bank undertakes to the person that his identity will be kept confidential to any extent required by the person.
- (7) To avoid doubt, nothing in this Notice requires or permits the disclosure of any information to one or more credit bureaus in contravention of section 47 as applied by section 55ZI of the Act.
- (8) This paragraph does not apply to the granting of an unsecured non-card credit facility to an individual referred to in paragraph 18(1) and paragraph 18(3).

### **Checks on income, total net personal assets or financial assets**

12(1) Subject to paragraph 21, a Merchant Bank must obtain —

- (a) prior to granting an unsecured non-card credit facility to an individual, documents to verify the annual income of the individual; and
  - (b) prior to increasing the aggregate credit limit granted to an individual who has already been granted an unsecured non-card credit facility, the documents specified in Appendix 2, unless the increase in the aggregate credit limit of the individual is fully secured.
- (2) Upon receiving any information from any person that calls into question the credit-worthiness of a borrower of an unsecured non-card credit facility, a Merchant Bank must request the borrower to provide the documents specified in Appendix 2, unless —
- (a) the Merchant Bank has ceased to permit or will not permit any further amounts (save for the amounts referred to in paragraph 11(5)) to be charged to any credit card or charge card issued, or to be drawn down on any unsecured non-card credit facility granted, by the Merchant Bank to that borrower until the amounts outstanding on all the credit cards

and charge cards issued, and unsecured non-card credit facilities granted, by the Merchant Bank to that borrower are paid in full; or

- (b) the person providing the information refuses to identify himself to the Merchant Bank, even after the Merchant Bank undertakes to the person that his identity will be kept confidential to any extent required by the person.
- (3) Subject to paragraph 21 –
- (a) The documents that the Merchant Bank must obtain under sub-paragraph (1)(a) must be dated not more than 3 months prior to the date of application for the relevant unsecured non-card credit facility
  - (b) the documents that the Merchant Bank must obtain under sub-paragraph (1)(b) must be dated not more than 3 months prior to the relevant increase in the aggregate credit limit; and
  - (c) the documents that the Merchant Bank is required to request the borrower to provide under sub-paragraph (2) must be dated not more than 3 months prior to the date that the documents are received by the Merchant Bank.
- (4) The Merchant Bank need not –
- (a) obtain a document under sub-paragraph (1); or
  - (b) request for a document under sub-paragraph (2),
- if the Merchant Bank already has the document and the document is dated within the time specified in sub-paragraph (3).
- (5) This paragraph does not apply to the granting of an unsecured non-card credit facility to an individual referred to in paragraph 18(1) and paragraph 18(3).

### **Maximum credit limit or overall credit limit**

13(1) Subject to sub-paragraphs (2), (4), (6) and (7), and paragraph 18(2), a Merchant Bank must not permit any amount to be drawn down on any unsecured non-card credit facility granted to a Singapore borrower –

- (a) if that would result in the Singapore borrower's total outstanding unsecured amount exceeding his overall credit limit; or
  - (b) if the Singapore borrower's total outstanding unsecured amount already exceeds his overall credit limit.
- (2) A Merchant Bank need not comply with sub-paragraph (1) in respect of any Singapore borrower for any of the periods specified in sub-paragraph (3) if the Merchant Bank does not during the period permit the Singapore borrower to draw down any further amounts on the unsecured non-card credit facility.
- (3) The periods referred to in sub-paragraph (2) are –
- (a) the period of 6 months from the date on which a Merchant Bank becomes aware that the income of a Singapore borrower has decreased, and that

as a result of the decrease, the Singapore borrower's total outstanding unsecured amounts exceed the Singapore borrower's overall credit limit; or

- (b) the entire period during which the Singapore borrower has a debt repayment arrangement with the Merchant Bank to repay the Merchant Bank in instalments.

(4) Notwithstanding sub-paragraph (1), any amount may be drawn down on any unsecured non-card credit facility if —

- (a) the amount being drawn down represents only fees, interest and charges (including late payment charges) relating to the use of any credit card or charge card issued, or any unsecured non-card credit facility granted, by the Merchant Bank or any of its affiliated corporations, and included by the Merchant Bank or the affiliated corporation in the total outstanding unsecured amount; or
- (b) subject to sub-paragraph (5) and paragraph 15(2), the Singapore borrower —
  - (i) has an annual income of at least \$120,000 (or its equivalent in foreign currency);
  - (ii) has financial assets (net of any related liabilities) that exceed \$1 million (or its equivalent in foreign currency); or
  - (iii) has total net personal assets that exceed \$2 million (or its equivalent in foreign currency).

(5) If the Authority, having regard to the specific circumstances of a Merchant Bank (including whether the credit evaluation and credit risk management practices of the Merchant Bank are sufficiently robust to effectively monitor and manage credit risks), issues to the Merchant Bank a written direction that sub-paragraph (4)(b) no longer applies to the Merchant Bank in relation to any Singapore borrower to whom the Merchant Bank has issued an unsecured non-card credit facility, then that sub-paragraph does not apply to the Merchant Bank in relation to such Singapore borrower from the date of receipt of the direction by the Merchant Bank.

(6) Notwithstanding sub-paragraph (1), the unsecured non-card credit facility may be drawn down with any amount if it is for the purpose of repaying any amount owed by the Singapore borrower to any other lender, including fees, interest and charges (including late payment charges), where the Merchant Bank has taken reasonable steps to ensure that the amount drawn down is paid to the lender for the purpose of repaying the amount owed to the lender.

(7) Notwithstanding sub-paragraph (1) but subject to paragraphs 7 and 16 if the amount owed to the lender has been paid under sub-paragraph (6) the Merchant Bank may —

- (a) permit further amounts to be drawn down on any unsecured non-card credit facility; and
- (b) grant any other unsecured non-card credit facility to the Singapore borrower.

(8) To avoid doubt, nothing in this paragraph prevents any Merchant Bank from setting in respect of any unsecured non-card credit facility granted to a Singapore borrower, a credit limit lower than the overall credit limit applicable to the Singapore borrower.

**Merger, etc., of Merchant Bank affecting amounts outstanding of Singapore borrower, etc.**

14(1) A Merchant Bank which has granted an unsecured non-card credit facility to a Singapore borrower must give written notice to the Authority before the Merchant Bank or any of its affiliated corporations —

- (a) merges or consolidates with a corporation which has issued a credit card or charge card, or granted an unsecured non-card credit facility, to the same Singapore borrower;
- (b) acquires all the shares in a corporation which has issued a credit card or charge card, or granted an unsecured non-card credit facility, to the same Singapore borrower; or
- (c) acquires the business of a person who has issued a credit card or charge card, or granted an unsecured non-card credit facility, to the same Singapore borrower.

(2) If, upon the merger, consolidation or acquisition, the Singapore borrower's total outstanding unsecured amount exceeds his overall credit limit, then the following persons must take such steps within such period as may be specified by the Authority by notice in writing to the person to ensure that the Singapore borrower's total outstanding unsecured amount ceases to be in excess of his overall credit limit:

- (a) the Merchant Bank or the Merchant Bank that is formed as a result of the merger or consolidation (as the case may be);
- (b) if the entity that underwent or undertook the merger, consolidation or acquisition is an affiliated corporation of the Merchant Bank, the Merchant Bank.

**Borrowers who are 60 days or more past due**

15(1) This paragraph does not apply in relation to any loan to a sole proprietor or a partner of a partnership, for a business purpose.

(2) Subject to sub-paragraph (7) and paragraph 18(2), a Merchant Bank must not permit any amount (save for any fees, interest and charges (including late payment charges) relating to the use of any unsecured non-card credit facility granted by the Merchant Bank) to be drawn down on any unsecured non-card credit facility granted to a Singapore borrower by the Merchant Bank once any amount outstanding on any credit card or charge card issued, or any unsecured non-card credit facility granted, to the Singapore borrower by the Merchant Bank is past due for 60 consecutive days or more, until the requirements specified in sub-paragraph (4) are fulfilled.

(3) In determining whether a Singapore borrower has any amount outstanding referred to in sub-paragraphs (2) and (5), a Merchant Bank may disregard the following:

- (a) annual fees in respect of any credit card or charge card issued, or any unsecured non-card credit facility granted, to the Singapore borrower;
- (b) any transaction, fees, interest and charges (including late payment charges) in respect of which the Singapore borrower has raised a dispute with the lender which charged the transaction or which imposed the fees, interest or charges;
- (c) any fees, interest and charges charged on —
  - (i) the annual fees referred to in sub-paragraph (a); and
  - (ii) any transaction, fees, interest and charges referred to in sub-paragraph (b).

(4) Subject to paragraphs 13 and 16(1), a Merchant Bank may permit an amount to be drawn down on any unsecured non-card credit facility it has granted to a Singapore borrower referred to in sub-paragraph (2) only where —

- (a) the amounts outstanding on all credit cards and charge cards issued and unsecured non-card credit facilities granted to the Singapore borrower by the Merchant Bank are no longer past due;
- (b) the Merchant Bank has or obtains the documents specified in Appendix 2 that are, subject to paragraph 21, not dated more than 3 months prior to the date that the Singapore borrower is permitted to resume drawing down amounts, for the purpose of assessing the credit-worthiness of the Singapore borrower; and
- (c) the Merchant Bank conducts or causes to be conducted comprehensive checks in accordance with paragraph 11(2) with one or more credit bureaus for the purpose of assessing the credit-worthiness of the Singapore borrower unless such checks were conducted or caused to have been conducted not more than one month prior to the date that the Singapore borrower is permitted to resume drawing down amounts.

(5) Subject to sub-paragraph (7) and paragraphs 18(1) and (3), a Merchant Bank must not —

- (a) grant any unsecured non-card credit facility; or
- (b) increase the aggregate credit limit granted,

to an individual who is a citizen of Singapore or a permanent resident and who has any amount outstanding on any credit card or charge card issued, or any unsecured non-card credit facility granted, by any lender that is past due for 60 consecutive days or more.

(6) For the purpose of determining whether an individual has any amount outstanding referred to in sub-paragraph (5), the Merchant Bank may rely on information obtained through comprehensive checks conducted or caused to have been conducted with one or more credit bureaus and may supplement such

information with information that is supported by credible evidence from an independent source.

(7) Notwithstanding sub-paragraphs (2) and (5), a Merchant Bank may, in relation to an individual referred to in sub-paragraph (2) or (5), permit any amount to be drawn down on any unsecured non-card credit facility granted to the individual, grant any unsecured non-card credit facility to the individual, or increase the individual's aggregate credit limit by any amount, for —

- (a) any loan specified in paragraph 6(1) to the individual; or
- (b) the repayment of any sum owed by the individual to any other lender, where —
  - (i) the Merchant Bank has taken reasonable steps to ensure that the proceeds of the unsecured non-card credit facility or amounts are paid to the other lender for the purpose of repaying the amount owed to the other lender; and
  - (ii) the unsecured non-card credit facility or amounts are not more than the sum owed to the other lender,

unless the amount of the unsecured non-card credit facility or amounts (save for any fees, interest and charges, including late payment charges, which may be imposed by the Merchant Bank in connection with the unsecured non-card credit facility or amounts) would result in an increase in the individual's cumulative total outstanding unsecured amount.

(8) Nothing in this paragraph prevents a Merchant Bank from transferring any amount outstanding on any credit card or charge card issued, or unsecured non-card credit facility granted, to a Singapore borrower to any other credit card or charge card it has issued or will issue, or any unsecured non-card credit facility it has granted or will grant, to the same borrower.

### **Borrowers whose cumulative total outstanding unsecured amount exceeds their specified income for 3 consecutive months**

16(1) Subject to sub-paragraphs (3), (4) and (5), and paragraphs 18(1), (2), and (3), a Merchant Bank must not —

- (a) permit any amounts (save for any fees, interest and charges (including late payment charges) relating to the use of the unsecured non-card credit facility) to be drawn down on any unsecured non-card credit facility granted by the Merchant Bank to a Singapore borrower whose cumulative total outstanding unsecured amount exceeds his specified income for 3 consecutive months, until the requirements specified in sub-paragraph (6) are fulfilled;
- (b) grant any unsecured non-card credit facility to an individual who is a citizen of Singapore or a permanent resident whose cumulative total outstanding unsecured amount exceeds his specified income for 3 consecutive months; or

- (c) increase the aggregate credit limit granted to a Singapore borrower whose cumulative total outstanding unsecured amount exceeds his specified income for 3 consecutive months.

(2) For the purposes of sub-paragraphs (1), (4), (5) and (6), in determining whether an individual's cumulative total outstanding unsecured amount has exceeded his specified income for 3 consecutive months, a Merchant Bank may rely on information from one or more credit bureaus indicating that the individual's cumulative total outstanding unsecured amount for each of 3 consecutive calendar month ends has exceeded his specified income as evidence that the individual's cumulative total outstanding unsecured amount has exceeded his specified income for 3 consecutive months.

(3) Where a Merchant Bank relies, under sub-paragraph (2), on information from one or more credit bureaus as evidence that an individual's cumulative total outstanding unsecured amount has exceeded the specified income for 3 consecutive months, the Merchant Bank need only comply with sub-paragraph (1)(a) within a reasonable time after obtaining that information from the credit bureau or bureaus (as the case may be).

(4) Notwithstanding sub-paragraph (1) and subject to paragraphs 15(2) and (5), a Merchant Bank may, in relation to an individual referred to in sub-paragraph (1), permit any amount to be drawn down on any unsecured non-card credit facility granted to the individual, grant any unsecured non-card credit facility to the individual, or increase the individual's aggregate credit limit by any amount, even where the individual's cumulative total outstanding unsecured amount exceeds his specified income for 3 consecutive months, if —

- (a) the individual —

- (i) has an annual income of at least \$120,000 (or its equivalent in foreign currency);
- (ii) has financial assets (net of any related liabilities) that exceed \$1 million (or its equivalent in foreign currency); or
- (iii) has total net personal assets that exceed \$2 million (or its equivalent in foreign currency).; or

- (b) the individual's cumulative total outstanding unsecured amount is reduced to less than his specified income at any time within the 3 months from the first of the 3 consecutive calendar month ends referred to in sub-paragraph (2).

(5) Notwithstanding sub-paragraph (1), a Merchant Bank may, in relation to an individual referred to in that sub-paragraph, permit any amount to be drawn down on any unsecured non-card credit facility granted to the individual, grant any unsecured non-card credit facility to the individual, or increase the individual's aggregate credit limit by any amount, even where the individual's cumulative total outstanding unsecured amount exceeds his specified income for 3 consecutive months, for —

- (a) any loan specified in paragraph 6(1) to the individual; or

- (b) the repayment of any sum owed by the individual to any other lender, where —
  - (i) the Merchant Bank has taken reasonable steps to ensure that the proceeds of the unsecured non-card credit facility or amounts are paid to the other lender for the purpose of repaying the sum owed to the other lender; and
  - (ii) the unsecured non-card credit facility or amounts granted by the Merchant Bank are not more than the sum owed to the other lender,

unless the amount of the unsecured non-card credit facility or amounts (save for any fees, interest and charges (including late payment charges) which may be imposed by the Merchant Bank in connection with the unsecured non-card credit facility or amounts) would result in an increase in the Singapore borrower's cumulative total outstanding unsecured amount.

(6) Subject to paragraphs 13 and 15(2), a Merchant Bank may permit an amount to be drawn down on any unsecured non-card credit facility it has granted to the Singapore borrower referred to in sub-paragraph (1)(a) only where —

- (a) the Singapore borrower's cumulative total outstanding unsecured amount is reduced to less than his specified income; and
- (b) for the purpose of assessing the credit-worthiness of the Singapore borrower, the Merchant Bank —
  - (i) has or obtains documents specified in Appendix 2 that are, subject to paragraph 22(1), dated not more than 3 months prior to the date that the Singapore borrower is permitted to resume charging amounts to the Singapore borrower's unsecured non-card credit facility, to verify the Singapore borrower's specified income; and
  - (ii) conducts or causes to be conducted comprehensive checks in accordance with paragraph 11(2) with one or more credit bureaus (unless such checks have already been conducted or caused to have been conducted not more than one month prior to the date that the Singapore borrower is permitted to resume drawing down on his unsecured non-card credit facilities).

(7) For the purpose of this paragraph, a Merchant Bank may rely on the latest income data in its records, or obtain income documents from the Singapore borrower, in determining the income of a Singapore borrower.

(8) Nothing in this paragraph prevents a Merchant Bank from transferring any amounts outstanding on any credit card or charge card it has issued, or any unsecured non-card credit facility granted, to a Singapore borrower, to any other credit card or charge card it has issued or will issue, or any unsecured non-card credit facility it has granted or will grant, to the same borrower.

(9) In this paragraph, "specified income", in relation to a Singapore borrower, is the Singapore borrower's annual income.



## **Disclosure of finance and late payment charges, and information on amounts outstanding**

17(1) A Merchant Bank must include, in a clear and conspicuous manner, the following information in its statement of payment issued to a borrower:

- (a) any finance charge or late payment charge which is or will be imposed by the Merchant Bank and the method of computing such charges;
- (b) any other penalty or consequence for late payment which is or will be imposed by the Merchant Bank; and
- (c) a notice advising prompt settlement of the amount outstanding under the statement.

(2) To avoid doubt, nothing in sub-paragraph (1) requires any Merchant Bank to impose late payment charges or finance charges in respect of its business of granting unsecured non-card credit facilities.

(3) Where a borrower has not paid the outstanding balance in the prior month's statement of payment for a revolving unsecured non-card credit facility in full by the payment due date set out in the prior month's statement, the Merchant Bank must, in its next statement of payment (referred to in this paragraph as the current month's statement) to the borrower or in a sheet attached on top of such statement of payment, include the following information in a clear and conspicuous manner (such as by using font or a sheet of a different colour) the following information:

- (a) in the form specified in Part I of Appendix 3, in relation to a revolving unsecured non-card credit facility in respect of which a minimum payment is contractually required each month —
  - (i) the length of time, in years and months, it will take to fully pay off the entire outstanding balance in the current month's statement; and
  - (ii) the total amount the borrower will have to pay, including principal, interest and all applicable fees and charges, to fully pay off the entire outstanding balance in the current month's statement,

assuming the borrower does not draw down any further amounts on the revolving unsecured non-card credit facility and pays every month an amount equivalent to the minimum payment set out in the current month's statement on the payment due date set out in the current month's statement and on the payment due date for each subsequent month until the entire outstanding balance in the current month's statement is fully paid off;

- (b) in the form specified in Part II of Appendix 3, in relation to a revolving unsecured non-card credit facility in respect of which payment is contractually required each month, the outstanding balance in 6 months' time, including the principal, interest and all applicable fees, assuming the borrower does not draw down any further amounts on the revolving

unsecured non-card credit facility and makes no payment in the next 6 months.

- (4) For the purpose of sub-paragraph (3) —
- (a) the computation of the interest must be based on the applicable interest rate that the Merchant Bank generally imposes on similar types of revolving unsecured non-card credit facilities; and
  - (b) notwithstanding sub-paragraph (a), the computation of the interest may be based on promotional interest rates for the relevant promotion period provided such promotional interest rates will be applied by the Merchant Bank to the borrower's revolving unsecured non-card credit facility.
- (5) In projecting the length of time to pay and the total amount to be paid referred to in sub-paragraph (3)(a), where the projected outstanding balance in any subsequent month in the computation of such time and amount falls below the minimum payment set out in the current month's statement, the borrower must be assumed to pay the outstanding balance in that subsequent month in full on the payment due date for that subsequent month.
- (6) Nothing in sub-paragraph (3)(a)(ii) or (b) prevents a Merchant Bank from —
- (a) providing a breakdown of the required information by product types (such as by cash advance and instalment plans), except that, in such a case, the Merchant Bank must also disclose the aggregate across product types in addition to the breakdown of the required information; or
  - (b) including any additional information in the form specified in Part I or Part II of Appendix 3.

### **Exception for incidentally overdrawn current and deposit accounts**

18(1) A Merchant Bank does not contravene paragraphs 7, 8, 9(1), (2), and (4), 15(5)(a) and 16(1)(b) by granting an unsecured non-card credit facility to an individual, if —

- (a) the facility is granted solely as a result of a draw down from the individual's current or deposit account with insufficient funds, due to a transaction made on a debit card; and
  - (b) the amount to be drawn down under sub-paragraph (a), together with the total outstanding amount in excess of the balance (excluding fees, interest and charges) in the individual's current or deposit account, as the case may be, does not at any time exceed \$500.
- (2) A Merchant Bank does not contravene paragraphs 13(1), 15(2) and 16(1)(a) by permitting an amount to be drawn down from an unsecured non-card credit facility of a Singapore borrower, if —
- (a) the amount is drawn down from the Singapore borrower's current or deposit account with insufficient funds, due to a transaction made on a debit card; and

- (b) the amount to be drawn down under sub-paragraph (a), together with the total outstanding amount in excess of the balance (excluding fees, interest and charges) in the Singapore borrower's current or deposit account, as the case may be, does not at any time exceed \$500.
- (3) A Merchant Bank does not contravene paragraphs 15(5)(b) and 16(1)(c) by increasing the aggregate credit limit of an individual, if –
  - (a) the aggregate credit limit is increased solely to enable a draw down from the individual's current or deposit account due to a transaction made on a debit card; and
  - (b) the amount to be drawn down under sub-paragraph (a), together with the total outstanding amount in excess of the balance (excluding fees, interest and charges) in the individual's current or deposit account, as the case may be, does not at any time exceed \$500.

### **Requests *via* telephone**

19 For the purpose of this Notice, where a request (other than a request in relation to any unsecured non-card credit facility which would not result in an increase in an individual's aggregate credit limit) is made by an individual to a Merchant Bank in the course of a telephone call which was made by the Merchant Bank to the individual, the Merchant Bank must not act on the request unless —

- (a) the individual confirms in a separate telephone call made by the Merchant Bank to the individual not less than 5 business days after the request that the Merchant Bank should proceed with the individual's request, and there is an electronic record of the separate telephone call which satisfies paragraphs (a) and (b) of section 8 of the Electronic Transactions Act (Cap. 88); or
- (b) the individual confirms in a document signed by him (and not through any telephone call made by the Merchant Bank to the individual) that the Merchant Bank should proceed with his request.

### **Determining cumulative total outstanding unsecured amount**

20 Where, for the purpose of this Notice, a Merchant Bank is required to determine the cumulative total outstanding unsecured amount of a Singapore borrower, the Merchant Bank may rely on information obtained through comprehensive checks conducted or caused to have been conducted with one or more credit bureaus and may supplement such information obtained with information that is supported by credible evidence from an independent source.

### **Verifying annual income of borrower with no fixed monthly income**

21 For the purposes of paragraphs 12(1), 12(3) and 15(4)(b), read with the Appendix 2, in verifying the annual income of a Singapore borrower or guarantor, who does not have a fixed monthly income, a Merchant Bank may rely on the most recent

Notice of Assessment from IRAS pertaining to the Singapore borrower or guarantor even if the Notice is dated more than 3 months prior to the relevant event or date specified in paragraph 12(3) or 15(4)(b), as the case may be.

### **Verifying specified income of borrower with no fixed monthly income**

22(1) For the purposes of paragraph 16(6)(b)(i), in verifying the specified income of a Singapore borrower who does not have a fixed monthly income, a Merchant Bank may rely on the most recent Notice of Assessment from IRAS pertaining to the Singapore borrower even if the Notice is dated more than 3 months prior to the date specified in paragraph 16(6)(b)(i).

(2) In sub-paragraph (1), "specified income" has the same meaning as in paragraph 16(9).

### **Effective Date**

23. This Notice shall take effect on 1 July 2021.

**Appendix 1**

**Consequences if marriage certificate is not provided pursuant to paragraph 6(1)(f)(iii)(B)**

S/No.	If the Singapore borrower has:			Criteria to be satisfied if marriage certificate is not provided not more than 3 months after first disbursement	Measures to be taken if no criterion is satisfied
	An annual income of	Total net personal assets	Financial assets (net of any related liabilities)		
1.	<\$20,000	≤\$2 million	≤\$1 million	A, B or C	Disallow: (i) further drawdown on the renovation loan granted jointly to the Singapore borrower and his fiancé or fiancée; and (ii) any amount to be drawn down on any unsecured non-card credit facility, or charged to any fully unsecured or partially secured credit card or charge card issued to the Singapore borrower, until at least one of criteria A, B and C is satisfied.
2.	<\$20,000	>\$2 million	>\$1 million		
3.	≥\$20,000, <\$120,000	≤\$2 million	≤\$1 million		
4.	≥\$20,000, <\$120,000	>\$2 million	>\$1 million	-	-

5.	≥\$120,000	≤\$2 million	≤\$1 million	-	-
6.	≥\$120,000	>\$2 million	>\$1 million	-	-

For the purpose of Appendix 1:

(a) "A" means that the aggregate of the following (save for any fees, interest or charges (including late payment charges) imposed by the Merchant Bank which granted the loan) is not more than 6 months' income of the Singapore borrower or \$30,000, whichever is the lower:

- (i) the amounts outstanding on the renovation loan; and
- (ii) the sum of all amounts outstanding on both of the following:
  - (A) all earlier renovation loans granted to the Singapore borrower by the same Merchant Bank;
  - (B) the Singapore borrower's share of all earlier joint renovation loans granted by the same Merchant Bank (derived in respect of each such loan by dividing the outstanding balance on that loan by the number of persons to whom that loan was granted);

(b) "B" means that the aggregate of the following (save for any fees, interest or charges (including late payment charges) imposed by the Merchant Bank which granted the loan) is not more than 6 months' income of the Singapore borrower's fiancé or fiancée or \$30,000, whichever is the lower:

- (i) the amounts outstanding on the renovation loan; and
- (ii) the sum of all amounts outstanding on both of the following:
  - (A) all earlier renovation loans granted to the Singapore borrower's fiancé or fiancée by the same Merchant Bank;
  - (B) the Singapore borrower's fiancé or fiancée share of all earlier joint renovation loans granted by the same Merchant Bank (derived in respect of each such loan by dividing the outstanding balance on that loan by the number of persons to whom that loan was granted);

(c) "C" means that:

- (i) the sum of the Singapore borrower's total outstanding unsecured amount and the Singapore borrower's share of the amounts outstanding on the renovation loan does not exceed his overall credit limit; and
- (ii) the sum of the Singapore borrower's cumulative total outstanding unsecured amount and the Singapore borrower's share of the amounts outstanding on the renovation loan does not exceed his annual income for 3 consecutive months; and

(d) references to an annual income of \$120,000, financial assets (net of any related liabilities) of \$1 million and total net personal assets of \$2 million include the respective equivalents in foreign currency.

**Documents to be obtained by a Merchant Bank**

<b>S/No.</b>	<b>Type of borrower</b>	<b>Documents required</b>
1.	A Singapore borrower who has been issued an unsecured non-card credit facility on the basis that he has an annual income of at least \$120,000 (or its equivalent in foreign currency), financial assets (net of any related liabilities) that exceed \$1 million (or its equivalent in foreign currency) or total net personal assets that exceed \$2 million (or its equivalent in foreign currency)	Where the Merchant Bank intends to permit the Singapore borrower's total outstanding unsecured amount to exceed his overall credit limit, documents to verify that either his annual income is at least \$120,000 (or its equivalent in foreign currency), his financial assets (net of any related liabilities) exceed \$1 million (or its equivalent in foreign currency) or his total net personal assets exceeds in value the minimum amount of \$2 million (or its equivalent in foreign currency); and, in any other case, documents to verify the annual income of the Singapore borrower.
2.	A Singapore borrower not referred to in item 1	Documents to verify the annual income of the Singapore borrower.
3.	A borrower not referred to in item 1 or 2	Documents to verify either the annual income, financial assets (net of any related liabilities) or the total net personal assets of the borrower.



**Appendix 3**

**Disclosure required for borrowers who did not pay the outstanding balance in their prior month's statement in full**

Part I - Disclosure for revolving unsecured non-card credit facilities for which monthly minimum payments are required, pursuant to paragraph 17(3)(a)

<b><i>Outstanding balance</i></b>	<i>[current month's statement's outstanding balance]</i>	<b><i>Payment Due Date</i></b>	<i>[current month's statement's payment due date]</i>
<b>Pay your bills in full to avoid further interest and finance charges.</b>			
<b>WARNING:</b> If you do not pay the outstanding balance in full, you will be subject to [the effective interest rate that the Merchant Bank generally imposes on similar types of revolving unsecured non-card credit facilities]% interest on [the balances and transactions that attract such an effective interest rate e.g. the outstanding balance and all new amounts drawn down].			
For example, if you pay only [the amount, in dollars and cents, equivalent to the current month's statement's minimum payment] each month,			
you will pay off fully what you currently owe only after [the length of time referred to in paragraph 17(3)(a)(i)]	the total you will need to pay, even without drawing down new amounts, is about [the total amount referred to in paragraph 17(3)(a)(ii)]		

Part II - Disclosure for revolving unsecured non-card credit facilities for which monthly payments are required, pursuant to paragraph 17(3)(b)

<b>WARNING:</b> [In the case of a revolving unsecured non-card credit facility for which minimum payment is required each month, "If you do not even make the minimum payment"] [In the case of a revolving unsecured non-card credit facility for which full payment is required each month, "If you do not make full payment"], you will also be charged [the charges for not making the minimum/full payment e.g. late fees of \$X every month]. Your past due payment status will be reflected in your credit bureau report and may negatively affect your application for a new loan in the future. Legal action may also be taken.	
For example, if you do not make any payment,	
after 6 months	the amount you owe, even without drawing down new amounts, will increase to about [the outstanding balance in 6 months' time referred to in paragraph 17(3)(b)]