



بنك الكويت المركزي

**Instructions to Islamic Banks,
Investment Companies and Financing Companies
Operating under the Rules of Islamic Sharia
Concerning the Rules and Regulations for
Granting Personal Financing Operations for
Consumer & Installment Purposes
and the Issuance of Credit Cards**

Date: 11/11/2018

Contents

Introduction	3
Part One: Rules and Regulations for Granting Personal Financing Operations for Consumer & Installment Purposes by Islamic Banks, Investment and Financing Companies Operating under the Rules of Islamic Sharia.....	3
Chapter I: Definitions & Maximum Limits.....	3
First: Definitions	3
Second: Maximum Limits of Personal Finance and Monthly Instalment Ratio.....	4
Chapter II: General Rules for Granting Personal Financing Transactions	4
First: Rules for Finance Application and the Minimum Requirements for Concluding the Contract.....	5
Second: Controls for Adjusting the Financing Tenure & Monthly Installment and Rearranging the Terms of the Contract.....	9
Third: Rescheduling Controls in Case of Default.....	11
Fourth: Staff Financing Transactions.....	11
Part II Credit Cards Issued by Local Islamic Banks.....	12
First: Definitions	12
Second: Maximum Limit	12
Third: Repayment Period.....	13
Fourth: General Instructions	13

Introduction

In line with the Central Bank of Kuwait's efforts to regularly review its instructions concerning the Rules and Regulations for Granting Consumer Financing Transactions & other Personal Installment Operations, monitoring the development of their balances in light of the key indicators of Kuwait macroeconomy, the banking sector indicators and other factors associated with the demand and uses of this type of finance, and in light of the conclusions revealed by studies undertaken in this regard, CBK has introduced a series of significant amendments to the instructions.

Needless to say that the new rules aim at regulating the grant of financing by banks, investment and financing companies based on the customers actual needs and are intended to reduce the excessive use of these financing without actual needs from the customers' side. On these grounds, the instructions confirm that it is the responsibility of the lender to verify that the necessary conditions have been met, to identify the credit position of the customer, to ascertain the purpose of the required financing and the customer's need for such financing and to provide financial advice to customer – whether on granting the finance or during its tenure- to determine the nature of the customer's monthly obligations and burdens incurred as a result of the required operations and advise the customer about his/her needs and obligations; and to point out the risks of increasing obligations and burdens, especially in case of change in customer's financial conditions due to work changes or retirement.

CBK purports to issue these instructions in two parts: The First Part includes the rules and regulations of granting personal finance operations for consumer and housing purposes by Islamic banks, investment and finance companies operating in accordance with the provisions of the Islamic Sharia. These instructions shall supersede the applicable ones regarding consumer and other personal installment financing operations as well as instructions issued in respect of credit cards and any other instructions inconsistent thereof.

Part One: Rules and Regulations for Granting Personal Financing Operations for Consumer & Installment Purposes by Islamic Banks, Investment and Financing Companies Operating under the Rules of Islamic Sharia

Chapter I: Definitions & Maximum Limits:

First: Definitions

1. **Personal finance:** For these instructions, personal finance is meant to be the finance granted for consumer and housing purposes.
 - A. **Consumer Finance:** It is a medium term personal finance for a period not exceeding 5 years extended to the customer for financing personal consumer needs.

B. Housing Finance: long-term personal finance for a period not exceeding 15 years granted to the customer for purchasing, building or repairing private house.

2. **Lender:** Banks, investment and finance companies subject to CBK supervision.
3. **Monthly Deductions:** Deductions from the salary reported in the original official salary certificate issued by the customer employer or reported in the certificate issued by Public Institution for Social Security for the monthly pension of the retiree.
4. **Net Monthly Salary:** The total amount reported in the original official salary certificate issued by the employer of the customer or reported in the certificate issued by Public Institution for Social Security for the monthly pension of the retired customers and national labor support allowance minus the deductions reported in this certificate including the housing allowance granted as per the Housing Welfare Scheme.
5. **Monthly Installments:** The total monthly obligations of loans, personal finance operations and credit cards received by the customer from lenders, in addition to any monthly commitment resulting from operational leasing transactions and installed purchases from entities subject to the Ministry of Commerce and Industry.

Second: Maximum Limits of Personal Finance and Monthly Instalment Ratio:

1. **Consumer Finance:** The total amount of the consumer finance transactions to a single customer shall not exceed 25 times the net monthly salary of the customer up to KD 25,000 maximum to be repaid on equal monthly instalments for a period not exceeding 5 years.
2. **Housing Finance:** The amounts of the housing finance to a single customer shall not exceed KD 70,000 to be repaid on equal monthly instalments for a period not exceeding 15 years.
3. **Instalment to Salary Ratio:** The ratio of the monthly instalment to the net salary of the customer shall not exceed 40% for employees or 30% for retirees.

Chapter II: General Rules for Granting Personal Financing Transactions

The lender should have in place clear credit policies and procedures approved by the board of directors to grant personal consumer and housing finance operations, taking into account CBK instructions in this regard as well as established credit rules and customs. The following should be taken into account:

First: Rules for Finance Application and the Minimum Requirements for Concluding the Contract:

The lender shall observe the following regulations in respect of granting personal finance:

1. The customer's application shall at minimum include the following information:
 - A. Finance amount and repayment period.
 - B. Finance specific purpose.
 - C. The customer's official and original salary certificate from the employer including details of the monthly salary and all monthly deductions. The lender should verify the integrity and authenticity of this certificate.
 - D. An undertaking signed by the customer to present all documents requested by the lender, including the bills and documents evidencing the use of the housing financing in the purpose for which it has been granted. In the event of customer's incompliance of this requirement within the period designated by the lender, the customer will not be granted any new finance.
 - E. A statement signed by the customer of the loans and finances transactions balance which the customer might have obtained from other banks or institutions subject to CBK supervision, as well as other existing financial obligations as stated in Item 4 below, as well as a statement of the sources of income. The lender shall verify all such information.
2. The lender shall obtain a copy of the valid identify card⁽¹⁾.
3. The lender shall enquire at the Credit Information Network Company (Ci-Net), after obtaining customer's authorization, about the customer's debit balance arising out of the customer's credit cards, loans, the consumer and installment finance obtained by the customer from all lenders and all other obligations on the customer towards third entities as per the information available at Ci-Net, so as to verify the accuracy of the customer's declaration about the size of his/her financial obligations and to ensure that total monthly installments does not exceed the threshold stipulated in these instructions.
4. Lenders shall ensure meeting necessary conditions, study customer's credit position, ascertain the purpose of required personal finance and the extent of customer's need for the finance and consider all customers' existing obligations (including financing transactions to employees as per labor law in the private sector) to determine the appropriate financing size to the customer,

⁽¹⁾ A copy of the civil Identity card or passport and the residency permit proof for non-Kuwaitis who have not obtained Civil ID Cards yet.

the amount of the monthly installments to avoid increasing the customer's monthly burdens and consider the customer's ability for ongoing payment taking into account any changes that may occur to the customer's future financial conditions. lenders shall consider all customer' existing obligations (cash and non-cash), including installments for settlement of the debit balance arising from credit cards, whether such obligations are towards lenders subject to CBK supervision, or towards any other entities (such as monthly standing orders, lease financing/operating installments etc..).

5. lenders should provide financial advice to personal finance customers whether at the inception or during the financing tenure, consider the nature of their monthly obligations and their burdens under the required financing operations, advise them on their needs and liabilities, underline the risks of increasing their obligations, particularly in case their financial conditions suffered any implications due to changes in work or retirement. The provisions of item (7) below should be taken into account:
6. Giving the customers a "Reflection Period", for at least two business days (excluded from the reflection period are the financing transactions extended for medical treatment provided that the Bank is so ascertained), so that customers are provided with, no final and no signed, copy of the financing contract when they apply for finance. Customers shall have to submit a written acknowledgement of the receipt of a copy of the financing contract for the purpose of reflection, without any liabilities on the customer or the lender during the reflection period. The contract shall be signed after the reflection period in case of agreement of the two parties.
7. Lenders should let the customer know all terms, obligations and financial impacts arising from the financing that shall be extended to him/her according to the contract that will be concluded. lenders shall have to maintain the documents in support of the same and at the beginning of the reflection period, provide the customer with a clear and simplified statistical schedule showing the following:
 - A. The amount and number of the financing installments.
 - B. Components of each installment of the principal amount and the insurance premium amount⁽²⁾ (in case of customer's approval on insurance) assuming regular repayment;
 - C. Total value of profits and the amounts that shall be repaid up to expiry of the maturity date of the financing and the total insurance amounts.

⁽²⁾ Item (13) should be taken into consideration in this regard.

8. The rights and obligations of the lender and the customer must be identified by clear written and understood contracts compliant with the provisions of local laws, relevant resolutions and CBK instructions. The consumer and installment financing contracts must include, at minimum, the following items:
 - A. Basic information about the customer (contact address – profession / job, place of work, phone numbers, email, etc. ...).
 - B. Type of the financing transaction (consumer – housing).
 - C. Financing amount.
 - D. Purpose of financing
 - E. Verification method for using the housing finance for the purpose for which it has been granted, the documents required from the customer in support thereof, and the date of submission of such documents as well as full information about the property subject of the finance.
 - F. The term of the financing transaction and the number of the monthly installments, the dates of their repayment, the amount of the monthly installment and its percentage to the net monthly salary.
 - G. The account that will be debited by the monthly installment amounts.
 - H. The profit amount on the financing.
 - I. Customer's share of the insurance premiums, should the customer desire to have insurance, as per Item 13 below, which should be paid along with the monthly installment amounts of the financing.
9. The lender should provide the customer with a copy of the contract and get his/her signature in acknowledgment and provide the customer with the Customer's Protection Manual, if so requested.
10. Providing all necessary information about personal financing transactions through the online accounts of customers subscribing in the Online Services. In this regard, it is necessary that the statements of accounts of the financing transactions must include detailed information about the number and amounts of installments repaid and outstanding up to date of maturity, in such details that illustrate both profit and principal amounts.
11. The lender should follow up customer's use of the housing finance in the purpose for which it has been granted. Lenders of this type of finance should obtain from the customer the documents so evidencing and ensure documents authenticity and integrity.
12. The lender may, if the contracts with customers so permit, collect the monthly installment before maturity date in case the customer salary is credited to his /her account before maturity date, provided however, that the customer is so notified by text messages "SMS". The lender may not withhold any credit balance in the customer's account without legal reason or prior approval of the customer.

13. No insurance fees may be collected against any type of credit facilities, except where a contract is signed with a specialized insurance company requiring the payment of insurance premiums to such company, and provided that the insurance fees collected from customers shall be limited to the amount paid to the insurance company under the contract. In all cases, lenders shall comply with following:
 - A. Insurance shall be optional for customers;
 - B. In the event the customer opts to have insurance, the lender should obtain the customer's approval to this effect, while observing the following:
 - Insurance charges borne by the customer may not exceed those borne by the lender on condition that the maximum amount borne by the customer may not exceed 2% of the finance amount.
 - The insurance premiums shall be charged over the lifetime of the finance, so as to be payable along with the finance monthly instalment and to be taken into account within the percentage of the monthly instalment (40% for employees and 30% for retirees).
 - In the event the customer prepays the finance before maturity, he/she will be relieved from paying the remaining insurance premiums.
 - Customers must be advised of the scope of insurance coverage on the finance by providing the customer with a copy of the terms and conditions of the insurance policy or the customer gets a copy of the insurance policy itself under customer acknowledgement of receipt thereof.
14. Lenders shall keep all finance transaction documents granted to customers throughout the finance lifetime till full repayment and expiry of the legal prescribed statute of limitations. Electronic saving of these documents should be maintained.
15. The guarantor, if any, must sign the finance agreement concluded with the customer, and the lender must obtain the necessary information on the guarantor to ascertain the efficiency of his/her guarantee of the customer in securing the lender's rights. The information may be obtained from the guarantor himself/herself, or from other information sources such as (Ci-Net). The guarantor shall be provided with full copies of the documents delivered to the customer and his/her signature should be obtained in acknowledgement thereof. The amounts of the guaranteed personal finance operations or their instalments shall not be considered in the guarantor's obligations without prejudice to the stipulations of Item (4).
16. It is not allowed to consolidate salaries of customers of whatever degree of kinship. Neither husband nor wife may guarantee each other.

17. Lenders are not allowed to:
 - A. advertise and promote consumer finance transactions for travel and entertainment or for purchasing personal luxury goods (bags / accessories, etc.).
 - B. grant consumer finance for speculation purposes in domestic and foreign stock markets.
 - C. Carry out marketing endeavours for consumer or housing finance operations directed to specific individuals in their personal capacities, as marketing campaigns should be generally undertaken about the lender's products and services.
18. Lenders are prohibited from applying the balloon payment method in all financing operations (Including financial leasing with purchase option “ Ijarah Muntahiya bit Tamlik”, or any other operation ending with customer ownership of the asset subject of the contract or including this option).
19. Lenders are prohibited from granting finance to natural persons under any other names, if the source of repayment is the customer's monthly salary credited to the customer's account. Finance granted to customers in this context shall be restricted to personal finance operations in accordance with the concept specified in these instructions.
20. The customer may get personal finance from multiple lenders provided that:
 - A. The total finance operations obtained from all lenders may not exceed the maximum limit prescribed in **Chapter I** herein;
 - B. The total monthly instalment amounts from all lenders may not exceed the limit prescribed herein. The lender shall obtain an undertaking from the customer in this meaning.

Second: Controls for Adjusting the Financing Tenure & Monthly Installment and Rearranging the Terms of the Contract

A. Adjusting the Financing Tenure & Monthly Installment

At any time during the tenure of the financing transaction, a customer regular in repayment may request rearranging the terms of the contract concluded with the lender, **at the same type of the outstanding financing (Consumer or Housing)**, with regard to the tenure of the financing transaction and the amount of the monthly installment, without breach of the maximum limit stipulated under these instructions for the financing transaction, effective from the date of initial grant (5 years for consumer financing and 15 year for housing financing), and the ratio of the monthly installment (40% of the net salary and 30% for retirees).

B. Rearranging the Terms of the Contract to Obtain New Financing:

The lender may, upon request of the customer, rearrange the terms of the contract with regard to financing transactions, in order to be able to obtain new financing at the same type of the outstanding financing (consumer or housing), in accordance with the following terms:

- 1) The customer must be regular in repayment of not less than 30% of the number of installments set for the financing at maturity date according to the terms of the contract concluded with the customer, regardless of early repayment.
- 2) The new financing must be extended under a new contract according to the terms and conditions stipulated in these instructions. The existing contract with the customer must be revoked.
- 3) The maximum limits stipulated in these instructions must be complied in light of the financial conditions of the customer at the date of the new contract.

In case the customer desires to obtain new financing from another lender according to the above-mentioned conditions, the lender of the outstanding financing must accept early repayment from the other lender. The new contract shall be concluded in accordance with the financing formulas applicable at the new lender.

C. Rearranging the Terms of the Contract for Retirees:

The lender may, upon request of the customer, rearrange the terms of the contract with the retired customer with the option to accept early payment (using the retiree's own resources including end of service benefits) by extending consumer finance granted to customer for one year added to the prescribed period (five years maximum) and extending the housing finance for five years added to the prescribed period (15 years maximum) by reducing the amount of the monthly installment provided that the installment in such case will not be less than 30% of the new pension of the retiree.

In general, lenders may not use end of service benefits or any amount in customer accounts or withhold them for installments that have not become mature yet, unless under a written consent by the customer.

In all cases referred to in points (a, b, c) above, if such operations lead to early repayment of outstanding finance or part thereof, the lender shall be obliged to waive the profit amount due on the remaining period for the finance tenure already repaid in enforcement of the Rule "Expedite Deferred Payment at Discount/Early Payment at Discount".

Third: Rescheduling Controls in Case of Default:

In the event the lender finds it necessary to reschedule personal finance, the following rules must be taken into account:

- Rescheduling shall be within the narrowest limits and for the purpose of protecting the lender's rights. There should be convincing reasons for rescheduling, most importantly an evidence of the customer's real inability to repay and the uselessness of legal actions.
- Rescheduling should not involve granting any new finance to the customer other than the finance already granted subject of rescheduling.
- The repayment period according to rescheduling shall not exceed one year, apart from the original repayment period determined for the consumer finance which is a maximum of five years. Thus the repayment period, including the rescheduling tenure, may not exceed 6 years.
- The repayment period according to rescheduling shall not exceed three years, apart from the original repayment period determined for the housing finance which is a maximum of 15 years. Thus the repayment period, including the rescheduling tenure, may not exceed 18 years.
- The lender shall prepare a statistical record of the rescheduling cases in chronological order and Ci-Net informed accordingly.

Fourth: Staff Financing Transactions

The maximum limits stipulated for consumer and housing financing transactions and the ratio of the monthly installments shall be complied with according to these instructions, for financing transactions extended to staff, other than the finance granted to them in accordance with the labor law in the private sector.

Part II Credit Cards Issued by Local Islamic Banks

First: Definitions:

Banking Cards: This means credit and debit cards including ATM cards and prepaid cards.

a) Debit Cards:

Debit Cards are cards which directly debit the customer's account. Their limits are usually the available balance in the customer's account, and are usually linked to the customer's account with the concerned bank.

b) Prepaid Cards:

Prepaid cards are cards which directly debit the amounts transferred to the card from the customer's source of transfer.

c) Credit Cards:

Credit cards are cards which extend a credit limit to the customer which he/she can debit; such cards fall into two types:

- Credit Cards:

These are payment installment cards (i.e., the use of which gives rise to a debt which is paid on installments by the customer).

- Charge Cards:

Charge cards result in a temporary debt to be paid in full on the maturity date, provided that the term of credit does not exceed one month.

All the following literature addressing the maximum limit and the repayment period is exclusively related to "Credit Cards".

Second: Maximum Limit:

The credit limit extended to the credit card and the amount allowed to be repaid in installments, which results from the use of the credit card, shall not exceed ten times the net monthly salary of the customer, subject to a maximum of KD 10,000.

Excluded from this limit are such customers who have lines of credit with the bank and whose debit balances, resulting from the use of credit cards issued to them, are deducted from the credit accounts granted to them by the bank.

The amount of the monthly installment for the credit card is to be determined based **on the credit limit extended to the card.**

The monthly installment of the credit card shall be included in the calculation of the ratio of the total monthly installments “of loans and personal finance operations, credit card operations and credit cards” to the net monthly salary of the customer which shall not be in excess of the maximum limit decided under these instructions (40% for employed customers and 30% for retirees).

Third: Repayment Period

The repayment period of debit balances resulting from the use of credit cards shall not exceed one year, non-renewable. The one-year period is to be calculated as of the maturity date of the monthly invoices to be deducted from the customer’s account each month.

Entities extending credit shall comply with the requirements of clause no. 4/First of the Second Chapter of Part I of these instructions.

Fourth: General Instructions

1) Necessary Actions to Curb Exceeding the Credit Limits Granted to Customers:

- a. The bank’s automated systems shall guarantee automatic rejection of credit card transactions which exceed the credit limit extended to the customer. In case the customer requests to exceed the credit, limit extended to him/her, the bank must study the customer’s credit standing before allowing the same.
- b. In the event the customer does not settle the due invoices after 60 days from their maturity, his credit card shall be frozen and shall not be reactivated except after payment of the due amount in full. If the delay period exceeds 90 days, the card shall be frozen and shall only be reactivated after 6 months from the date of the bank’s recovery of the due amount in full. In the event of repeated default, the card shall be renewed only after one year from the date of the bank’s recovery of the due amount in full. In case of the customer’s default for the third time, the credit card shall be cancelled and shall not be renewed again. Local banks should coordinate necessary actions among themselves to ensure that no credit cards are issued to other banks’ customers whose credit cards were cancelled due to default, according to the time limits stated above.
- c. The necessary provisions for non-performing debts shall be calculated as per the requirements of the instructions issued by the Central Bank of Kuwait in that regard.

2) Reinforcing Fraud Monitoring Systems:

In this regard, the following shall be adhered to, at least:

- Ensuring to provide effective automated systems to combat fraud operations on banking cards, which guarantee automatic detection and arrangement of notifications in order of severity such as different geographic locations, frequency of operations or operations performed with unusual amounts, etc. It is also necessary to set the appropriate rules on such systems and to regularly update the same to avoid the increased and diverse fraud operations affecting banks' customers, and to set the proper mechanism that guarantees the effective monitoring thereof.
- Not using the White List which allows the processing of all transactions made on credit cards for customers by excluding them from the rules of fraud operations' detection systems, however, this list can be used as a reference to compare the locations where banking cards are used **and not to process the transactions.**
- Selecting the appropriate personal questions to ask in order to use the same at the call centers to verify the identity of the customer, and ensuring to request additional information to verify the veracity of the operations performed using credit cards other than the information mentioned on the credit card.
- Taking the necessary measures upon issuing and renewing banking cards such as:
 - Cards must be inactive (not activated).
 - Banking cards issuance center as well as the cards' PINs must be equipped with security features.
 - Segregation of duties must be adhered to in terms of delivering credit cards and delivering their PINs.
 - Encrypted storage of cards' information and PINs.
- Ensuring the effectiveness of the mechanism used to activate the suspended banking cards due to wrong entry of the PIN for three consecutive times on all channels in addition to verifying the identity of the customer upon reactivating the card through the call center, branches or the IVR service as well as sending an SMS to the customer immediately after activating the card.
- Not retaining the banking cards which remain unreceived by customers for a period in excess of 3 months from the date of issuance.
- Informing the customer via SMS of the accepted and declined operations performed using his banking cards.

- 3) The maximum limit allowed for transactions performed using all types of banking cards without using the PIN is KD 25, provided not to exceed 5 transactions per day for each card, and provided that the sixth transaction shall not be processed except by using an OTP to be sent to the customer's phone registered with the bank
- 4) A clear mechanism shall be defined to verify the source of funds used in transfers with regard to prepaid cards.
- 5) Reinforcing the Security of Payment Cards' Information:

Local banks shall commit all stores to stop swiping the banking cards of customers on the automated systems of such stores upon payment using POS machines. This shall be done by the end of 2018 at most. Local banks shall further take the necessary actions in case of non-compliance with the same, and they shall make customers aware of their right not to allow stores to swipe their banking cards through their automated systems.

- 6) Providing the SMS service for retail customers free-of-charge for all of their banking transactions:

Local banks are committed to providing free SMS service to all retail customers for all banking transactions made on their accounts including the use of any type of banking cards and any e-transaction performed by the customer unless the customer requests to be contacted by any other means such as an email or smart phone app notifications.

In order to maintain the banking secrecy, banks should ensure the update of customer's data in a manner that guarantees sending all text messages to the mobile phone numbers of customers as determined and registered with the bank for this purpose, **provided that the identity of the customer should be verified in accordance with the below mechanism:**

- The customer shall visit the bank or any of its branches in person.
- In case of updating the mobile number via the website or the smart phone app, the approved steps for verifying the customer's identity must be observed as well as sending an OTP to confirm the same.
- It is permissible to use ATMs and ITMs to change the mobile phone number as per the set conditions after entering the customer's PIN and sending an OTP to confirm the same.

The bank shall prepare independent reports for all customers whose phone numbers were updated by the competent department inside the bank, and have the same audited by the competent departments within the bank. Banks shall have electronic systems in place to support these services as mentioned above.