

**DECISION**  
**ON THE CALCULATION AND REPORTING OF THE EFFECTIVE INTEREST**  
**RATE ON LOANS AND DEPOSITS**  
(OGM 138/21 of 29 December 2021, 27/24 of 27 March 2024, 35/24 of 16 April 2024, 135/25 of  
25 November 2025)

**Article 1**

This Decision shall prescribe the manner of calculating and reporting the lending effective interest rates on loans and deposit effective interest rate on received deposits, as well as informing the clients on those effective interest rates.

**Article 2**

The Decision shall be applied by:

- 1) credit institutions, for loans, including consumer loans and received deposits;
- 2) microcredit financial institutions, for consumer loans, and
- 3) other creditors and credit intermediaries, for lending and intermediation services in granting consumer loans pursuant to the law regulating consumer loans.
- 4) financial leasing providers for contracts to which provisions of the Law on consumer loans are applied.

**Article 3**

Terms used in this Decision shall have the following meanings:

- 1) “creditor” means a credit institution, microcredit financial institution, or any person who grants consumer loans pursuant to the law regulating consumer loans;
- 2) “depository” means a credit institution;
- 3) “customer” means a client of a credit institution within the meaning of the law regulating operations of credit institutions, consumer of services of a microcredit financial institution within the meaning of the law regulating operations of microcredit financial institutions, and a consumer within the meaning of the law regulating consumer loans;
- 4) “Compound interest account” means the interest account where the calculated interest for the first accounting period is added to the initial principal, and in the next accounting period interest is calculated on the initial principal increased by the interest amount from the first period, and in each subsequent interest period, interest is calculated on the remaining principal increased by calculated interest from the previous interest period, i.e. interest is calculated on interest (so-called anatocism).
- 5) “Decursive interest calculation” means calculation whereby interest is calculated and imputed to the principal, i.e. paid at the end of the accounting period. With this method interest is calculated at the end of the period from the initial amount, i.e. from the principal at the beginning of the basic capitalization period.
- 6) “Discounting” means resuming all future inflows and outflows to the current value based on specific loan or deposit agreement.

- 7) "Cash collateral" means loan security instrument in cash deposited with the credit institution, in the manner defined in the loan agreement;
- 8) "Loan repayment plan" means a scheduled summary of all chronologically presented cash flows and outflows arising from loan agreement with the purpose of informing customers and creditors, i.e. updating the realization of their rights and obligations.
- 9) "Deposit payoff plan" means a scheduled summary of all chronologically presented cash flows and outflows arising from deposit agreement with the purpose of informing customers and depositories, i.e. updating the realization of their financial rights and obligations.
- 10) "Maturity period" means part of accounting period that remaining from the moment of monitoring specific loan or deposit up to the moment of its final collection or payoff determined in the agreement between customer and creditor/depositor.

#### **Article 4**

Lending effective interest rate shall report the expenses paid by a customer to the creditor when granting and during the loan repayment, while the deposit effective interest rate shall report the expenses paid by a depository realised through payoffs to the client on the basis of received deposit.

Effective interest rate shall report total loan/deposit expenses, expressed as an annual percentage of the total amount of loan/deposit.

#### **Article 5**

The manner of calculating and reporting effective interest rate on loans and deposits is based on compound interest account, decursive calculation, and discounting based on calendar number of days of the month and of the year.

Effective interest rate on loans with cash collateral shall be additionally adjusted by a single equivalent of discounted cash flows and outflows based on cash collateral.

Effective interest rate shall be reported on the annual basis, with two decimals, rounding up to the second decimal.

#### **Article 6**

Information on effective interest rates on loans and deposits, published by creditors or depositories in their premises, as well as in commercials and advertisements through public media, brochures and the like that inform, directly or indirectly, on effective interest rate or other amount forming a part of the loan or deposit price, must include effective interest rate corresponding to the nominal interest rates.

Effective interest rate shall not be less prominent than other information on loan or deposit and, when published, the term "effective interest rate" must be used, or the abbreviation "EIR" if the term is repeated.

The information on the effective interest rate shall be disclosed to the customer in writing before accepting the offer or prior to signing the loan or deposit agreement.

Informing the customer on the effective interest rate to consumer loans shall be done using the form for informing on the consumer loan, determined by the specific secondary legislation passed by the Central Bank, pursuant to the law regulating consumer loans.

Informing the on the effective interest rate to deposits and loans that do not belong to the category of consumer loans may be done using the form from paragraph 4 above, or in other appropriate manner.

### **Article 7**

If variable interest rate is agreed in the loan/deposit agreement, creditor/depository shall inform the client the change thereof prior to its implementation by posting a visible notification in the creditor's premises, by email or otherwise specified by the agreement.

By way of derogation from paragraph 1 above, notification on the interest rate change for consumer loan beneficiaries shall be performed in accordance with the law governing consumer credits.

### **Article 8**

When concluding a loan or deposit agreement, the loan repayment plan or the deposit payoff plan shall be compiled containing clearly defined effective interest rate, and one copy shall be delivered to the customer, and one copy will be kept in the creditor's or depository's documentation.

### **Article 9**

Loan or deposit agreement shall contain corresponding provision that shall clearly state that the customer is informed on loan or deposit terms and effective interest rate, and that he/she has been delivered the loan repayment or the deposit payoff plan.

### **Article 10**

Elements for calculation of the effective interest rate, the manner of calculating and reporting effective interest rate and minimum contents of the loan repayment plan or the deposit payoff plan shall be closely regulated in Annex 1 - Methodology for Calculation and Reporting of Effective Interest Rate to Loans and Deposits, which makes an integral part of this Decision.

By way of derogation from paragraph (1) of this Article, the elements and the detailed manner of calculating the effective interest rate on consumer loans shall be determined in the Methodology for calculating and reporting of the effective interest rate on consumer loans, which is given in Annex 1a attached to this Decision and making integral part thereof.

### **Article 10a**

The Central Bank of Montenegro shall comprise an informative list of credit institutions' consumer loan offers (hereinafter: Information List).

The Central Bank of Montenegro shall publish the Information List on its website.

For the purpose of comprising the Information List, the credit institutions shall submit to the Central Bank of Montenegro the information set out in the template provided in Annex 2, which is attached to this Decision and makes an integral part thereof.

Credit institutions shall submit the information referred to in paragraph 3 of this Article with regard to the types of consumer loans listed below:

- cash-non-purpose-specific loan;
- cash loan for pensioners;
- housing loan;
- mortgage loan;
- loan for reconstruction and refurbishment;
- refinance loan;
- loan for the purchase of a motor vehicle;
- loan for education.

In the event of a change in the information included in the Information List, credit institutions shall submit that change to the Central Bank of Montenegro without delay on the template referred to in Annex 2 to this Decision.

Notwithstanding paragraph 5 of this Article, credit institutions shall submit information on the elements for determining the variable interest rate on the template referred to in Annex 2 to this Decision once a month, and no later than by the 10th of the month for the previous month.

The Central Bank of Montenegro shall make changes to the Information List based on the information submitted in accordance with paragraphs 5 and 6 of this Article.

#### **Article 10b**

Credit institutions shall submit the first filled in template provided in Annex 2 to this Decision to the Central Bank of Montenegro no later than within three days from the day of entry into force of this Decision.

#### **Article 11**

The Decision on the Uniform Manner of Calculation and Reporting of Effective Interest Rate on Loans and Deposits (OGRM 51/13, 52/14) shall be repealed with effect from the date of application of this Decision.

#### **Article 12**

This Decision shall enter into force on the day following that of its publication in the Official Gazette of Montenegro.

### **THE COUNCIL OF THE CENTRAL BANK OF MONTENEGRO**

## ANNEX 1

### **Methodology for the calculation and reporting of effective interest rate on loans and deposits**

#### **I. Basis for effective interest rate calculation**

Basis for loans and deposits effective interest rate calculation consists of compound interest account, decursive interest calculation and discounting based on calendar number of days of the month and of the year. The manner of effective interest rate calculation is based on the net present value method.

By applying the effective interest rate, discounted cash inflow equals to the discounted cash outflows referring to loans and received deposit.

Effective interest rate is the interest rate, by which application the discounted series of net cash flows is equal to zero. Effective interest rate on loans which use cash collateral as security instrument is additionally adjusted with single equivalent of the impact of discounted cash inflows and outflows based on cash collateral that is used to secure loan collection. In terms of loan relation, net cash flow on loans in specific period represents a difference between all payments of the customer and all payoffs to the customer over that period. Cash flows include any cash transfers between customer and creditor, and occasionally, third party that is directly related to loan approval, or forms a part of loan terms (e.g. payments of principle, instalment, fee for loan approval, fee for loan servicing, etc.) or qualifies loan approval (fee for processing loan request). Similarly, in deposit relation, net cash flow during a specific period of time represent the difference between any payments to deposit recipient and any payoff to depositors, over that period.

#### **II. Preparation of repayment/payoff plan**

When establishing credit relation, creditor delivers a repayment plan to the customer, and when establishing deposit relation, the depositor delivers a deposit payoff plan to the customer, with clearly presented effective interest rate.

Repayment/payoff plan must include nominal interest rate, with explanatory note stating whether the interest rate is fixed or variable.

Repayment/payoff plan (hereinafter: Plan) is delivered to the customer without auxiliary columns for effective interest rate calculation. Auxiliary columns in the repayment/payoff plan for effective interest rate calculation show: net cash flow, discounted net cash flow, discounted loan disbursements and discounted cash collateral flows. Creditor, i.e. depository encloses the repayment/payoff plan with auxiliary columns for interest rate calculation to its loan, i.e. deposit documentation.

Header of the repayment/payoff plan (for loan or deposit agreement or for customer information) must include name and address of the creditor, i.e. depository, and contact information. Repayment/payoff plan should also include preparation date and a note that

the effective interest rate is valid as at repayment/payment plan preparation date. Repayment/payoff plan, handed to the customer when signing a loan, i.e. deposit agreement has to include creditor's, i.e. depository's seal, as well as the signature of responsible person.

Effective interest rate calculation is based on the assumption that the loan agreement will remain effective during the agreed period and creditor and the customer will meet all obligations within the conditions and deadlines prescribed by the loan agreement. For example, if a loan agreement prescribes higher interest rate in case when the customer doesn't regularly repay the loan, this fact should be disregarded, and repayment/payoff plan should be developed based on the interest rate prescribed for the regular loan repayments.

For loan or deposit agreements that include clauses on variability of the interest rate as well as fees and commissions that are part of the effective interest rate calculation, the effective interest rate is calculated based on the assumption that the interest rate and other fees during the contracting period will remain fixed in relation to the initial interest rate and that they will be applied until the expiry of the loan agreement.

The following assumptions are used for the calculation of effective interest rate, if applicable:

- 1) If loan agreement allows for the freedom to choose the amount and deadlines for the withdrawal of funds, it is considered that total amount of loan is withdrawn immediately and in full amount;
- 2) With regard to loans where a customer, based on loan agreement, generally has a freedom to withdraw funds but within agreed limits that refer to the withdrawal amounts and periods, the effective interest rate is calculated using the assumption that the funds will be withdrawn at the earliest date anticipated by the loan agreement in the amount of the agreed limit;
- 3) In case of overdraft, it is considered that total amount of loan is fully withdrawn and for the entire life of the loan agreement. If the validity period of overdraft is unknown, the effective interest rate is calculated based on the assumption that the validity period is three months;
- 4) In case of the loan agreement with no maturity (open-end credit, revolving credit), except overdraft loan, the following assumptions are used for the effective interest rate calculation:
  - Loan is granted for a period of one year starting from the date of the initial withdrawal of funds based on that agreement, and the customer pays the remaining principal, interest and other expenses, if any, by repaying the last instalment;
  - A customer repays principal in identical monthly amounts, starting from the expiry of one month following the date of the initial loan withdrawal. In cases where the principal must be repaid fully through one-off payment within each repayment period, it is considered that consecutive withdrawal of funds based on the loan agreement and repayment of entire amount of principal by customer are executed during one-year period. Interest and other expenses are paid in accordance with such fund withdrawals based on loan agreement and principal repayments in the manner set forth in the loan agreement

- Loan agreement with no maturity, within the meaning of this methodology, is a loan agreement signed for unspecified period, which includes loans that must be repaid fully or after certain period, and they are available for re-disbursement after repayment;
- 5) in case of loan agreements where overdraft agreement or loan agreement with no maturity has not been signed, the following assumptions are used:
    - If the date or the amount of principal repayment by the customer cannot be determined with certainty, it is assumed that the repayment will be made at the earliest date and in the lowest amount foreseen by the loan agreement,
    - If the date of conclusion of loan agreement is unknown, it is assumed that the date of initial withdrawal of funds based on loan agreement is the date resulting in the shortest range between such date and the date of the first payment to be made by the customer,
    - In case where the date or the amount of repayment to be made by the customer cannot be determined based on the loan agreement with certainty or using other assumptions from this methodology, it is assumed that the repayment is made in accordance with the dates and conditions required by the creditor, and if they are unknown, it is assumed that:
      - a) Fees are paid together with the principal repayment,
      - b) Non-interest bearing expenses shown as one-off amount are paid as of the day of the loan agreement conclusion,
      - c) Non-interest bearing expenses shown as separate payments are paid in regular instalments starting from the date of the first principal repayment, and if amounts of such payments are unknown, it is assumed that the amounts of payments are equal,
      - d) The remaining portion of principal, interest and other expenses, if any, are settled by the last customer payment;
  - 6) If ceiling of the loan is not agreed, it is assumed that such limit amounts to 1.500 euro;
  - 7) If different interest rates are envisaged by the loan agreement or fees for different periods of withdrawal of funds are agreed by the loan agreement, it is assumed that funds will be withdrawn and used at the highest interest rate and fee envisaged by the agreement;
  - 8) For loan agreement for which fixed interest rate is agreed compared to the initial period, and a new interest rate is agreed after the expiry of that period, which is further periodically adjusted with some agreed indicator, it is assumed that end-period interest rate for which fixed rate is valid is the same as in the moment of the effective interest rate calculation based on the value of the agreed indicator in that moment.

Regarding trial calculations of effective interest rate on loans and for purpose of informing the customer, it is assumed that hypothetical loan from the example is released on the first day of the month, and that the capitalised interest is calculated for at least one month.

Foreign currency loans and deposits are shown in respective currency. Loans and deposits in EUR, with foreign currency clause, are shown in EUR, according to the foreign exchange rate valid on the repayment/payoff plan preparation date. Foreign exchange rate of the previous translation must be stated in the repayment/payoff plan. If more than one reference exchange rate is used (e.g. buying exchange rate when granting the loan, and

selling exchange rate when repaying the loan), each of the exchange rates used, should be stated in the repayment/payoff plan, as well as the explanation of the use of specific exchange rates. Exceptionally, if the same reference exchange rate is used for release of the loan and loan repayment, and for the acceptance and payoff of deposits (e.g. ECB reference exchange rate taken over by the CBCG and posted on its web site), loans and deposits with foreign currency clause can be shown in foreign currency (instead of EUR), as at the day of repayment/payoff plan development. Foreign currency loans and deposits with fees and commissions that are determined and paid in EUR, when calculating the effective interest rate, need to be converted in foreign currency based on the mean exchange rate valid on the repayment plan date.

### **III. Calculation of effective interest rate on loans by the repayment plan**

Effective interest rate on loans is calculated by using the loan repayment plan (loan repayment plan template is provided in the annex of this methodology) and by using the tentative method and linear interpolation, as well as calculator or appropriate computer program (e.g. Excel). Procedure is identical as the procedure for general determination of internal yield rate. Loan repayment plan (hereinafter: loan repayment) includes the following columns:

1. *Period* – means ordinal number of the period in which certain cash flow is recorded. The zero period is the period of the first cash flow or contracted date of making the loan available, depending on which period comes first. The last period is the one in which the last cash flow occurs.
2. *Date* – means the correct date of cash flow, since the effective interest rate is calculated according to the calendar number of days in month and 365/366 days in year. For the loans withdrawn in instalments, customer needs to state planned dates of instalments withdrawals, and their amounts.
3. *Loan* – this column should include loan amount, or part of the loan (instalment) to be paid, on the date of the certain payment, or when the customer expects to withdraw individual instalment or entire loan. Repayment plan of loans withdrawn in instalments need to state the total loan amount.
4. *Other payoffs* – this column should include other payoffs executed by the creditor and based on internal procedures, except payoff of cash collateral and interest on placed cash collateral.
5. *Annuity* – can be equal or variable. Repayment plan must specify annuity components.
6. *Instalment* – this column is for the amount of principal repayment, paid from annuity in each period.
7. *Interest* – this column includes the amount of interest on the remaining debt, and capitalised interest. Repayment plan header must specify the nominal interest rate, explaining whether the interest rate is fixed or variable. If the interest rate is variable, this fact is disregarded in calculation and presentation of effective interest rate. In this case,

calculation of effective interest rate is done by applying the nominal interest rate which is valid on the calculation date.

8. *Other expenses* – this column is for all other expenses incurred by the customer, and directly related to the loan, including:

- 1) for consumer loans:
  - expenses for opening and maintaining a separate account agreed for granting a loan agreement, which clearly shows payment transactions, as well as other expenses referring to payment transactions, except where account opening is optional.
  - expenses related to loan security instruments (expenses for real estate value assessment, expenses for booking in the pledge on real estates and movable assets serving as loan security instrument) and other expenses referring to loan security instruments, where obtaining those instruments is a precondition for granting the loan;
  - insurance premium, and
  - Other similar fees and commissions directly related to the loan.
- 2) for other loans:
  - fee for processing the loan request,
  - fees for granting the loan (payment operations expenses),
  - fee for loan maintenance, loan servicing, and statements, - fee for undrawn loan amount for framework and other loans, - Other similar fees and commissions paid to the creditor by the customer.

Calculation of effective interest rate excludes:

- 1) for consumer loans:
  - Fees for public-legal authentication of documents;
  - Default interest or any other expenses which may rise from client's acting contrary to terms from the loan agreement;
  - Postage, wire and fax expenses, and
  - Other similar fees and commissions.
- 2) for other loans:
  - Loan security instruments expenses (expenses for real estates value assessment, expenses for booking in the pledge on real estates and movable assets serving as loan security instrument, fees for collecting evidences on real estates' ownership serving as loan security instruments, expenses for guarantees etc.);
  - Fees for public-legal documents' authentication;
  - Fees for obtaining different certificates, confirmations, licenses and decisions of competent bodies and authorities;
  - Default interest or any other expenses which may rise from client's acting contrary to terms from the loan agreement;
  - Postage, wire and fax expenses, and
  - Other similar fees and commissions.

In terms of consumer loans, if in the moment of publishing of services or informing the customer, pursuant to Article 6 of this Decision, the creditor is not familiar with the amount of insurance policy expenses or about other loan security instruments expenses, which represent mandatory condition when granting the consumer loan, the creditor properly informs the customer that this loan collateral represents a condition for granting the loan

and that expenses referring to that collateral are not included in presented amount of the effective interest rate.

In the moment of publishing the services or informing the customer, pursuant to Article 6 of this Decision, the creditor properly informs the customer about the type of expenses referring to the loan, but are not included in the calculation of the effective interest rate, as well as about the amounts of these expenses, if the customer is familiar with them.

9. *Loan balance* – this column states loan balance in a certain period. It is equal to the loan amount decreased by paid-off principal (cumulated instalments).

10. *Cash collateral flows* – this column states any cash flows related to cash collateral – payments and payoff of cash collateral, contingent expenses related to cash collateral and contingent interest on cash collateral, positive when the cash flow is directed from the customer to depositor (payment), and negative when the cash flow is directed from the depositor to the customer (payoff or interest).

11. *Description* – includes summary of cash flow in particular period.

12. Net cash flow – represents the sum of instalments (column 7), interest (column 8) and other expenses (column 9) - positive cash flow, decreased by loan amount (column 4) and other payoff (column 5) - negative cash flow during a certain period. All amounts in columns 4 – 10 are reported as positive. Net cash flow can be positive or negative, positive marking net asset inflow to the creditor (payments) and negative marking net asset (payoff).

13. Discounted net cash flow – this column includes amounts that are obtained by discounting net cash flows from column 12 with annual interest rate of loan expense (percentage), using the following formula:

$$NNT_k \left( 1 + \frac{PGS}{100} \right)^{\frac{d}{t}}$$

$NNT_k$  means net cash flow in certain period, while  $PGS$  in discounted factor means annual rate of loan expenses:  $d/t$  in exponent is sum of the following components:

- share of number of days starting from zero period to December 31 of the same year, in number of days in year of zero period,
- number of years between the year of cash flow that is discounted and year of zero period, not counting the two mentioned years,
- share of number of days beginning with date of the period of cash flow that is discounted to December 31 of the previous year, in the number of days in a year of the cash flow that is discounted.

Mathematical formula for calculation of  $d/t$  may be expressed as follows:

$$\frac{d}{t} = \left[ \frac{yyyy(0) \cdot 12.31 - dat(0)}{t(0)} \right] + [yyyy(k) - yyyy(0) - 1] + \left[ \frac{dat(k) - (yyyy(k) - 1) \cdot 12.31}{t(k)} \right]$$

$$t(0) = 1 + \text{yyyy}(0).12.31. - \text{yyyy}(0).01.01.$$

$$t(k) = 1 + \text{yyyy}(k).12.31. - \text{yyyy}(k).01.01.$$

In this formula,  $dat(0)$  is date of zero period, while  $dat(k)$  is the date of the period in which there is the cash flow that is discounted. Excel formulas can be used for calculation (e.g. with the dates in the format given in the formula above).  $D/t$  represents, in fact, number of years (not necessary the whole number) between the dates of zero period and date in which is shown cash flow, which is discounted, i.e. length of that period expressed in years.

Since PGS represents the rate which is yet to be calculated, a process for its calculation is mentioned.

Repayment plan ends with row *Total*, which is established after the last cash flow in the last period. In that row, in the column *Discounted net cash flow* all discounted net cash flows from individual periods are added. PGS represents an approximate solution with two decimals of the following equation:

$$\sum_k \left[ NNT_k \left( 1 + \frac{PGS}{100} \right)^{-\frac{d}{t}} \right] = 0.$$

A method of attempt or method of linear interpolation may be used for its calculation, by using calculator or appropriate computer program.

Obtained annual rate of loan expenses is not shown in the repayment plan but is used for the calculation of the effective interest rate using the following formula:

$$EKS = PGS \times \frac{UDIK}{UDIK - UDTSP}.$$

The meaning of symbols  $UDIK$  and  $UDTSP$  is explained in the points 14 and 15.

14. *Discounted loan payments* – in this column there are discounted values of loan payments referred to in the column 4. When discounting, previously calculated PGS is used and it is discounted according to the zero period by using the following formula:

$$DIK_k = (IK_k) \left( 1 + \frac{PGS}{100} \right)^{-\frac{d}{t}},$$

whereby,  $DIK_k$  means discounted loan payment in a certain period,  $IK_k$  means loan payment in a certain period, while other symbols have the meaning referred to as in the point 13. Sum of discounted loan payments:

$$UDIK = \sum_k DIK_k,$$

which is used in calculation of the effective interest rate described in point 13, is on the cross section of the row *Total* and column *Discounted loan payments*.

15. *Discounted flows of cash collateral* – this column includes discounted values of cash collateral flows referred to in the column 10. Previously calculated *PGS* is used in discounting and it is discounted according to the zero period using the following formula:

$$DTSP_k = (TSP_k) \left( 1 + \frac{PGS}{100} \right)^{-\frac{d}{t}}$$

whereby,  $DTSP_k$  stands for discounted flow of cash collateral in a certain period,  $TSP_k$  cash collateral flow in a certain period, while other symbols have the meaning referred to as in point 13.

Sum of discounted cash collateral flow:

$$UDTSP = \sum_k DTSP_k,$$

which is used in calculation of the effective interest rate described in point 13, is on the cross section of the row *Total* and column *Discounted cash collateral flows*.

Repayment plan that is distributed to the customer should not encompass supporting columns 12 to 15 and annual interest rate of loan expenses that are used for effective interest rate calculation. Repayment plan that is attached to the loan documentation includes these supporting columns, as well as *PGS*. Blank columns need not be filled in. Obtained effective interest rate shall be shown in repayment plan with two decimals, rounding up to the second decimal and it should not be less noticed than other data.

As a rule, the effective interest rate at least equals to the agreed nominal interest rate. Exceptionally, if the effective interest rate, calculated in line with the provisions of this Decision, is lower than the agreed interest rate or cannot be calculated (e.g. due to relatively high cash collateral amount, serving as loan collateral in relation to the amount of that loan) the creditor is obliged to inform the customer and provide explanation on the reasons why the effective interest rate is lower, i.e. why it does not have economically logical explanation (e.g. when it has negative value or when it cannot be calculated).

Repayment plan shall include currency of the reported cash amounts.

Repayment plan is not needed for loans on current account (so called “allowed overdraft”) since these loans are repaid from the inflows that arrive first on the customer’s account. For the purpose of calculating and reporting effective interest rate that refers to these loans, only nominal interest rate is included in calculation. If creditor is charging different interest rates for different amounts of allowed overdrafts, it is necessary to calculate and report whole scale of imputed effective interest rates, with precise guidance of marginal amount of overdrafts up to which certain effective interest rate is applied. Creditor is also obliged to inform the customer on other possible fees, commissions and similar cash flows

related to this type of loan. These rules also apply to all other framework loans such as revolving framework loan on credit cards, etc.

If the dates of the withdrawal of funds cannot be determined in advance for agreed framework credit lines, any withdrawal of funds is considered a special loan, for which repayment plan with reported effective interest rate is developed. If certain loan is granted in several instalments, fee for signing the agreement, maintaining the account and other fixed fees or those fees that are tied to the total amount of loan, should be divided by individual instalments proportionally by their amount, and than imputed proportional portions of these fees and commissions should be included in effective interest rate calculation on actual maturity date.

There is no need to develop repayment plan, or to report effective interest rate for acceptance loans, factoring and financial leasing, for loans on credit cards that are distributed and signed on selling places as well as for mandatory operations.

#### **IV. Calculation of effective interest rate on deposits using repayment plan**

Effective interest rate on deposits is calculated using deposit payoff plan (the form of the deposit payoff plan is attached to the methodology), applying the method of attempt and linear interpolation using calculator or other appropriate computer software. Procedure is identical as the procedure for general determination of internal yield rate. The deposit payoff plan (hereinafter: payoff plan) contains the following columns:

1. *Period* – means ordinal number of the period in which certain cash flow is recorded. The zero period is the period of the first cash flow. The last period is the one in which the last cash flow occurs.
2. *Date* – means the correct date of cash flow, since the effective interest rate is calculated according to the calendar number of days in month and 365/366 days in year. For deposits that are paid in/out in instalments (e.g. residential savings, pension savings, rent savings and the like) it would necessary to request from the client to state the projected dates when the payment in/out should occur in instalments, and the amount of expected payments (if these were temporary payments).
3. *Deposit amount* – means the deposit amount i.e. a portion of deposit (instalment amount) that needs to be paid in, on the date when it is certain that the payment will be made, i.e. when the client is expected to pay in the deposit. As regards the deposits paid in instalments, the payoff plan should contain total amount of deposit and indication that these are expected payments.
4. *Payments on behalf of customer* – this column includes approvals on behalf of customer that are assigned to deposit (e.g. amount of assigned interest rate, state incentive funds, bonuses assigned during the contractual period and the like).
5. *Other payments* – this column includes other payments that the depositor (owner of the funds) executes upon depository's request, based on depository's internal regulation (e.g. account maintenance fee).

6. *Deposit amount for payoff* – this column includes amount of deposit that is paid out as at the date when it is certain that the payoff will be made (e.g. after the expiry of time deposit agreement).
7. *Interest rate amount* – this column includes interest rate amount to be paid in contractual periods.
8. *Payments on deposit* – this column includes clients' indebtedness that is suspended against the deposit (e.g. suspension of the account maintenance fee).
9. *Other payoffs* – this column includes other payoffs that the depository is paying to the depositor per each deposit (e.g. payment of the deposit premium conditioned by fulfilment of certain conditions by depositor, or other similar payoffs). If the depository pays particular deposit premium (bonus), it is obligatory to state the percentage or the flat rate of the premium in the payment plan.
10. *Deposit balance* – deposit amount in particular period is written in this column. It is equal to the amount of paid deposit increased by assigned interest rate, i.e. other imputes and then decreased by fees that the depository suspends from that account. For accounting effective interest rate, it is considered that total amount of deposit with assigned interest rate is paid after the expiry of the time deposit agreement.
11. *Description* – includes summary of cash flow in particular period.
12. *Net cash flow* – is a sum of paid deposits (column 4) and other payments (column 6) (positive cash flow), decreased by sum of the deposits for payoff (column 7), interest rate amount (column 8) and other payoffs (column 10) (negative cash flow) during a particular period. For the purpose of this Methodology, payments on the behalf of the customer (column 5) and payoffs by deposit (column 9) do not enter into the calculation of the net cash flow. All amounts in columns 4 through 11 are reported by positive sign. Net cash flow may be positive or negative sign, where positive sign marks net inflow of funds in the depository (payments) and negative sign marks net outflow of funds from the depository (payoffs). For the needs of calculation of effective interest rate, it is considered that the depositor after the expiration date of time deposit shall withdraw available deposit with assigned interest and other payments (such as premium).
13. *Discounted net cash flow* – this column includes amounts generated by discounting net cash flows from column 12 with required effective interest rate using the following formula: .

$$NNT_k \left( 1 + \frac{PGS}{100} \right)^{-\frac{d}{t}}$$

$NNT_k$  means net cash flow in particular period, while PGS in discounted factor means effective interest rate;  $d/t$  in the exponent means the sum of the following components:

- share of number of days starting from zero period to December 31 of the same year, in number of days in year of zero period,

- the number of years between the year that is discounted and the year of the zero period without counting the two mentioned years, and
- Part of number of days from with date of the period of cash flow that is discounted to 31 December of the previous year, in number of days of cash flow that is discounted.

Mathematical formula for calculation of  $d/t$  may be expressed as follows:

$$\frac{d}{t} = \left[ \frac{yyyy(0).12.31.-dat(0)}{t(0)} \right] + [yyyy(k) - yyyy(0) - 1] + \left[ \frac{dat(k) - (yyyy(k) - 1).12.31.}{t(k)} \right]$$

$$t(0) = 1 + yyyy(0).12.31. - yyyy(0).01.01.$$

$$t(k) = 1 + yyyy(k).12.31. - yyyy(k).01.01.$$

$Dat(0)$  is the date of the zero period and  $dat(k)$  is the date of the period of the cash flow that is discounted. Formulas in Excel files may be used for calculation (with the dates in the format given above).  $D/t$  represents number of years (not necessarily the whole) between the dates of the zero period and the date of cash flow that is discounted is given, i.e. length of that period is expressed in years.

Since EKS is effective interest rate that needs to be calculated, the text below explains the process of its calculation.

The payoff plan ends with category *Total*, which is determined after the last cash flow in the last period. In that row, in the column *Discounted net cash flow* all discounted net cash flows from individual periods are added. Effective interest rate is approximate solution of the following equation, rounded up to the second decimal.

$$\sum_k \left[ NNT_k \left( 1 + \frac{EKS}{100} \right)^{-\frac{d}{t}} \right] = 0.$$

Method of attempt and linear interpolation may be used for the calculation of this equation, using calculator or appropriate computer programme. The resulting effective interest rate is reported in Repayment plan, with two decimals and rounding up to the second decimal and it may not be less visible than other data.

Payoff plan that is given to the client should not contain supporting columns 12 and 13 that are used for calculation of the effective interest rate. The payoff plan that is attached to deposit documentation includes these columns. Blank columns need not be filled in.

Repayment plan includes the currency in which the amounts are reported.

Repayment plan is not needed for transaction accounts, and savings and demand deposit; it is enough to note in the deposit agreement that the effective interest rate is equal to nominal interest rate. In this case, only nominal interest rate is included for the purpose of calculating and reporting effective interest rate. If a depository is charging different nominal interest rates for different balances on these accounts, it is necessary to calculate and

report the whole scale of assigned effective interest rates, with precise guidance of marginal amount on these accounts up to which individual interest rate is applied. The depository is obliged to inform the client on possible other fees, bonuses and similar cash flows regarding these accounts.

**ANNEX 1a****Methodology for calculating and reporting of the effective interest rate on consumer loans****I. Calculation of equivalence of tranche drawdowns in relation to repayment and charges**

The basic equation, which establishes the effective interest rate (EIR), equates, on an annual basis, the total current value of tranche drawdowns and the total present value of repayments and charges:

$$\sum_{k=1}^m C_k (I + X)^{-t_k} = \sum_{l=1}^{m'} D_l (I + X)^{-s_l}$$

Whereby:

- $X$  represents EIR,
- $m$  represents the number of the last tranche drawdown,
- $k$  represents the number of tranche drawdown, thus  $1 \leq k \leq m$ ,
- $C_k$  represents the amount of tranche drawdown  $k$ ,
- $t_k$  represents the interval, expressed in years and fractions of a year, between the day of the first tranche drawdown and the day of each subsequent tranche drawdown, thus  $t_1 = 0$ ,
- $m'$  represents the number of the last repayment or payment of charges,
- $l$  represents the number of repayment or payment of charges,
- $D_l$  represents the amount of repayment or payment of charges,
- $s_l$  represents the interval, expressed in years and fractions of a year, between the date of the first tranche drawdown and the date of each repayment or payment of charges.

During the calculation, the following shall be taken into account:

- 1) the amounts paid by both parties at different times shall not necessarily be equal and shall not necessarily be paid at equal intervals;
- 2) the starting date shall be that of the first tranche drawdown;
- 3) intervals between dates used in calculations shall be expressed in years or fractions of a year. A year is presumed to have 365 days, or 366 days, 52 weeks or 12 equal months. An equal month is presumed to have 30.41666 days (i.e. 365/12), regardless of whether or not it is a leap year.

If the intervals between the dates used in the calculations cannot be expressed as whole numbers of weeks, months or years, the periods shall be expressed as a whole number of one of those periods together with the number of days. If days are used:

- a) every day shall be counted, including weekends and holidays;
  - b) equal periods, and then days, shall be counted backwards to the date of the initial tranche drawdown;
  - c) the length of the day period shall be obtained by excluding the first day and including the last day, and shall be expressed in years by dividing that period by the number of days (365 or 366) of the whole year, counting backwards from the last day to the same day of the previous year;
- 4) the calculation result shall be expressed with an accuracy of at least one decimal place. If the figure in the following decimal place is greater than or equal to 5, the figure in the previous decimal place shall be increased by one;
  - 5) the equation can be rewritten using a single sum and the concept of flows ( $A_k$ ), which will be positive or negative, i.e. paid or received during periods 1 to  $n$ , expressed in years, i.e.:

$$S = \sum_{k=1}^n A_k (I + X)^{-tk},$$

where  $S$  represents the current balance of flows. If the aim is to maintain the equivalence of flows, the value will be zero.

## II. Additional assumptions for the calculation of EIS

For calculating the effective interest rate, where applicable, the following additional assumptions shall be used:

- 1) if the consumer loan agreement gives the consumer the right to drawdown the tranche, the total amount of loan shall be deemed to be drawn down immediately and in full;
- 2) if the loan agreement provides for different ways of tranche drawdown with different charges or interest rates, it is considered that the total loan amount is drawn down at the highest fee and the highest interest rate applied to the most common tranche drawdown mechanism for this type of loan agreement;
- 3) if the loan agreement gives the consumer freedom to draw down the tranche in general but imposes, among the different ways of tranche drawdown, a

- limitation with regard to the loan amount and the period of time, the loan amount shall be deemed to be drawn down on the earliest date provided for in the loan agreement and in accordance with those drawdown limits;
- 4) if different interest rates and charges are offered for a limited period or a limited amount, the interest rates and charges shall be considered to be the highest during the entire duration of the loan agreement;
  - 5) for loan agreements for which a fixed interest rate has been agreed in relation to the initial period, at the end of which a new interest rate is determined and subsequently periodically adjusted according to an agreed indicator or internal reference rate, the calculation of EIR shall be based on the assumption that, at the end of the fixed interest rate period, the interest rate is the same as at the time of EIR calculation, based on the value of the agreed indicator or internal reference rate at that time, but that it is not lower than the fixed interest rate;
  - 6) if the ceiling applicable to a consumer housing loan agreement has not yet been determined, that ceiling is assumed to be EUR 170,000. In the case of other consumer loan agreements, except for contingent liabilities or guarantees, overdrafts, debit cards with deferred payment or credit cards, this ceiling shall be assumed to be EUR 1,500;
  - 7) in the case of a loan agreement that does not represent an overdraft facility, a loan agreement with joint equity capital, contingent liabilities or guarantees and open-end loan agreements from the assumptions referred to in items 9) to 12) of this paragraph:
    - a) if the date or amount of principal repayment to be made by the consumer cannot be determined with certainty, it is assumed that the payment is made on the earliest date provided for in the loan agreement and in the lowest amount provided for in the loan agreement;
    - b) if the period between the date of the initial tranche drawdown and the date of the first payment to be made by the consumer cannot be determined with certainty, the shortest period shall be assumed;
  - 8) where the date or amount of a payment to be made by the consumer cannot be ascertained on the basis of the loan agreement or the assumptions set out in item 7) and items 9) to 12) of this paragraph, it shall be assumed that the payment is made in accordance with the dates and conditions required by the creditor, and when these are unknown:
    - a) interest is paid together with principal repayments;
    - b) non-interest charges expressed as a single sum are paid at the date of the conclusion of the loan agreement;
    - c) non-interest charges expressed as separate payments are paid at regular intervals, commencing with the date of the first repayment of principal, and if the amount of such payments is not known, their amounts shall be assumed to be equal;

- d) the final payment clears the remaining principal, interest and other charges, if any;
- 9) in case of an overdraft facility, the total amount of the loan shall be deemed to be drawn down in full and for the whole duration of the loan agreement. If the duration of the overdraft facility is not known, EIR shall be calculated based on the assumption that the duration of the loan is three months;
- 10) in the case of an open-end loan agreement, other than an overdraft facility, it shall be assumed that:
  - a) for loan agreements aimed at acquiring or retaining rights to immovable property, the loan is granted for a period of 20 years, starting from the date of the initial tranche drawdown, and the last annuity paid by the consumer settles the remaining principal, interest and other fees, if any. In the case of a loan agreement whose purpose is not to acquire or retain rights to immovable property or where the loan is drawn down by debit cards with deferred payment or credit cards, that period shall be one year;
  - b) the consumer repays the principal in equal monthly payments, commencing one month after the date of the initial tranche drawdown. However, in cases where the principal must be repaid only in full, in a single payment, within each repayment period, successive tranche drawdowns and repayments of the entire principal by the consumer shall be assumed to occur over the period of one year. Interest and other charges shall be applied in accordance with those tranche drawdowns and principal repayments and as provided in the loan agreement.

An open-end loan agreement, within the meaning of this item, is a loan agreement without fixed duration, which includes loans that must be repaid in full or after a period of time, and once repaid, become available to be drawn down again (open-ended loan, revolving loan, etc.);

- 11) in the case of contingent liabilities or guarantees, the total amount of the loan shall be deemed to be drawn down in its entirety as a single amount on the earlier of the following dates:
  - a) the latest date of tranche drawdown allowed on the basis of the loan agreement, which is a possible source of future obligation or guarantee; or
  - b) in the case of revolving loan agreements, at the end of the initial period before the renewal of the agreement;
- 12) in the case of a loan agreement with joint equity capital, it shall be deemed that:
  - a) consumer payments are made no later than on the date specified in the credit agreement;
  - b) the percentage increases in the value of the immovable property secured by the loan agreement with common equity capital and the inflation index rate from the agreement are equal to the percentage of

the current target inflation rate of the central bank at the time of the conclusion of the loan agreement, depending on which is higher, or 0% if these percentages are negative.

A loan agreement with joint equity capital, within the meaning of this item, is a loan agreement in which the repayment of the principal is based on a contractually determined percentage of the value of the immovable property at the time of repayment of the principal or repayment of the loan amount.

### **III. Application of the Methodology** for calculating and reporting the effective interest rate on loans and deposits

The provisions of the Methodology for calculating and reporting of the effective interest rate on loans and deposits referred to in Annex 1 of this decision shall be applied *mutatis mutandis* to issues related to the calculation of EIR on consumer loans that are not regulated by this methodology.

Creditor:  
Address:  
Phone/Fax:

**LOAN REPAYMENT PLAN**

Currency:  
Loan amount:

Annuity:  
Nominal  
Interest rate (%)

Fixed/  
variable

Annual  
interest  
rate PGS (%):

Effective  
interest  
rate (%):

Period	Date	Loan	Other payoffs	Annuity	Instalment	Interest	Other expenses	Loan balance	Cash collateral flows	Description	Net cash flow	Discounted net cash flow	Discounted loan payments	Discounted cash collateral flows
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
0														
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
...														
...														
...														
...														
...														
Total:														

Note: Effective interest rate is valid as at the date of the repayment plan's preparation.

Date: \_\_\_\_\_

Signature and stamp

Credit institution:  
Address:  
Phone/Fax:

**DEPOSIT PAYOFF PLAN**

Currency:  
Deposit amount:

Nominal interest rate (%):

Fixed/  
variable

Premium  
(%)

Effective  
interest  
rate (%)

Period	Date	Deposit amount	Payments on behalf of customer	Other payments	Deposit amount for payoff	Interest rate amount	Payments on deposit	Other payoffs	Deposit balance	Description	Net cash flow	Discounted net cash flow
1.	2.	3.	4.	5.	6.	7.	8.	9.	10	11.	12.	13.
0												
1												
2												
...												
...												
...												
...												
<b>Total:</b>												

Note: Effective interest rate is valid as at the date of the payoff plan's preparation.

Date: \_\_\_\_\_

Signature and stamp

## ANNEX 2

<b>INFORMATION TO BE INCLUDED INTO THE INFORMATION LIST</b>	
<b>LOAN TYPE</b>	
<b>Offered</b>	<input checked="" type="radio"/> Da <input type="radio"/> Ne
<b>VARIABLE INTEREST RATES</b>	
<b>Maximum amount (in euro)</b>	
<b>Maximum term (months)</b>	
<b>Nominal interest rate (percentage to two decimal places)</b>	<b>Minimum</b>
	<b>Maximum</b>
<b>Effective interest rate (percentage to two decimal places)</b>	<b>Minimum</b>
	<b>Maximum</b>
<b>Fixed component of the interest rate</b>	
<b>Variable component of the interest rate</b>	<b>Variable component of the interest rate</b>
	<b>Rate (%)</b>
<b>Loan processing fee</b>	
<b>Additional conditions for loan approval</b>	
<b>FIXED INTEREST RATES</b>	
<b>Maximum amount (in euro)</b>	
<b>Maximum term (months)</b>	
<b>Nominal interest rate (percentage to two decimal places)</b>	<b>Minimum</b>
	<b>Maximum</b>
<b>Effective interest rate (percentage to two decimal places)</b>	<b>Minimum</b>
	<b>Maximum</b>
<b>Loan processing fee</b>	
<b>Additional conditions for loan approval</b>	
<b>COMBINED INTEREST RATES</b>	
<b>Maximum amount (in euro)</b>	
<b>Maximum term (months)</b>	
<b>Nominal interest rate (Description)</b>	<b>Minimum</b>
	<b>Maximum</b>
<b>Effective interest rate (percentage to two decimal places)</b>	<b>Minimum</b>
	<b>Maximum</b>
<b>Loan processing fee</b>	
<b>Additional conditions for loan approval</b>	

Date: \_\_\_\_\_ Responsible person: \_\_\_\_\_

**NOTE:**

Credit institutions shall submit information referred to in Annex 2 individually for each loan type referred to in Article 10a paragraph 4 of this Decision in such a manner that:

- cash-non-purpose-specific loans include all cash loans without defined purpose, regardless of collateral;
- cash loans for pensioners include all cash loans intended for pensioners, regardless of collateral;
- housing loans include all loans granted for the purchase and/or construction of residential building;
- mortgage loans include all loans secured by a lien on real estate, excluding housing loans and loans for the reconstruction and refurbishment;
- loans for reconstruction and refurbishment include all loans intended for reconstruction and refurbishment of a residential building;
- refinance loans include all loans intended for refinancing existing loan commitments;
- loans for the purchase of motor vehicles include all loans intended for the purpose of purchasing motor vehicles;
- loans for education include all cash loans intended for education.

Where credit institutions do not offer some of the loans referred to in Article 10a paragraph 4 of this Decision, they shall select the option “No” in the column related to the information on the loans being offered.

For the loans that they offer and for which the option "Yes" is selected, the types of interest rates (variable, fixed, split) for the loans offered, the "maximum amount", which implies the maximum amount of the loan offered, and the "maximum term", which implies the maximum number of months for which that amount of credit may be granted, shall be entered.

The terms “minimum” and “maximum” interest rates imply the lowest, i.e. the highest interest rate – nominal and effective, offered for that loan.

Split interest rate implies that fixed interest rate is applied in the moment of concluding the agreement, and after a specific number of months as defined in the agreement, variable interest rate is applied, or vice versa.

Upon reporting on split interest rates, the nominal interest rate shall be entered descriptively, by first entering its fixed interest rate amount, the number of months after which it shall be changed into the variable rate, and then the variable interest rate, which shall include the fixed and variable components for setting that interest rate (e.g. “4% is entered for the first 48 months, then 2% plus 3-month EURIBOR”).

In the case referred to in Article 10a paragraph 5 of this Decision, credit institutions shall submit changed information without delay, after the commencement of the application of new conditions, which led to a change in information.

“Additional conditions for loan approval” imply real estate insurance contract, life insurance contract, establishment of lien on real estate, and the like.