

# **Hong Kong Accounting Standard 32**

## **Financial Instruments: Presentation**

[An entity shall apply amendments resulting from \*Improvements to HKFRSs\* issued in October 2008 for annual periods beginning on or after 1 January 2009.](#)

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### **A** **Amendments to Illustrative Examples on HKAS 32 and HKAS 1 Puttable Financial Instruments and Obligations Arising on Liquidation**

### **B** **Amendments resulting from other Illustrative Examples**

Hong Kong Accounting Standard 32 *Financial Instruments: Disclosure and Presentation* (HKAS 32) is set out in paragraphs 1–100 and ~~the~~ [Appendices A and B and Application Guidance](#). All the paragraphs have equal authority. HKAS 32 should be read in the context of its objective and the Basis for Conclusions, the *Preface to Hong Kong Financial Reporting Standards* and the *Framework for the Preparation and Presentation of Financial Statements*. HKAS 8 *Accounting Policies, Changes in Accounting Estimates and Errors* provides a basis for selecting and applying accounting policies in the absence of explicit guidance.

## Hong Kong Accounting Standard 32

### Financial Instruments: ~~\*Disclosure and~~ Presentation

#### Objective

- 1\* ~~The objective of this Standard is to enhance financial statement users' understanding of the significance of financial instruments to an entity's financial position, performance and cash flows.~~[Deleted].
- 2\* ~~This Standard contains requirements for the presentation of financial instruments and identifies the information that should be disclosed about them. The presentation requirements apply. The objective of this Standard is to establish principles for presenting financial instruments as liabilities or equity and for offsetting financial assets and financial liabilities. It applies to the classification of financial instruments, from the perspective of the issuer, into financial assets, financial liabilities and equity instruments; the classification of related interest, dividends, losses and gains; and the circumstances in which financial assets and financial liabilities should be offset. The Standard requires disclosure of information about factors that affect the amount, timing and certainty of an entity's future cash flows relating to financial instruments and the accounting policies applied to those instruments. This Standard also requires disclosure of information about the nature and extent of an entity's use of financial instruments, the business purposes they serve, the risks associated with them, and management's policies for controlling those risks.~~
- 3\* The principles in this Standard complement the principles for recognising and measuring financial assets and financial liabilities in HKAS 39 *Financial Instruments: Recognition and Measurement*, and for disclosing information about them in HKFRS 7 *Financial Instruments: Disclosures*.

#### Scope

- 4\* *This Standard shall be applied by all entities to all types of financial instruments except:*
- (a) *those interests in subsidiaries, associates and joint ventures that are accounted for in accordance with ~~under~~ HKAS 27 Consolidated and Separate Financial Statements, HKAS 28 Investments in Associates or HKAS 31 Interests in Joint Ventures. However, in some cases, HKAS 27, HKAS 28 or HKAS 31 permits an entity to account for ~~entities shall apply this Standard to an interest in a subsidiary, associate or joint venture that according to HKAS 27, HKAS 28 or HKAS 31 is accounted for under using~~ HKAS 39 **Financial Instruments: Recognition and Measurement**; in those ~~In these~~ cases, entities shall apply the disclosure requirements in HKAS 27, HKAS 28 and or HKAS 31 in addition to those in this Standard. Entities shall also apply this Standard to all derivatives on-linked to interests in subsidiaries, associates or joint ventures.*
- (b) *employers' rights and obligations under employee benefit plans, to which HKAS 19 Employee Benefits applies.*

\* Effective for annual periods beginning on or after 1 January 2007.

- ~~(e) — rights and obligations arising under insurance contracts. However, entities shall apply this Standard to a financial instrument that takes the form of an insurance (or reinsurance) contract as described in paragraph 6, but principally involves the transfer of financial risks described in paragraph 52. In addition, entities shall apply this Standard to derivatives that are embedded in insurance contracts (see paragraphs 10–13 of HKAS 39).~~
- ~~(dc) contracts for contingent consideration in a business combination (see paragraphs 65–67 of HKAS 22—HKFRS 3 Business Combinations). This exemption applies only to the acquirer.~~
- (d) insurance contracts as defined in HKFRS 4 Insurance Contracts. However, this Standard applies to derivatives that are embedded in insurance contracts if HKAS 39 requires the entity to account for them separately. Moreover, an issuer shall apply this Standard to financial guarantee contracts if the issuer applies HKAS 39 in recognising and measuring the contracts, but shall apply HKFRS 4 if the issuer elects, in accordance with paragraph 4(d) of HKFRS 4, to apply HKFRS 4 in recognising and measuring them.
- ~~(e) — contracts that require a payment based on climatic, geological or other physical variables (see paragraph AG1 of HKAS 39). However, this Standard shall be applied to other types of derivatives that are embedded in such contracts (for example, if an interest rate swap is contingent on a climatic variable such as heating degree days, the interest rate swap element is an embedded derivative that is within the scope of this Standard—see paragraphs 10–13 of HKAS 39).~~
- (e) financial instruments that are within the scope of HKFRS 4 because they contain a discretionary participation feature. The issuer of these instruments is exempt from applying to these features paragraphs 15–32 and AG25–AG35 of this Standard regarding the distinction between financial liabilities and equity instruments. However, these instruments are subject to all other requirements of this Standard. Furthermore, this Standard applies to derivatives that are embedded in these instruments (see HKAS 39).
- (f) financial instruments, contracts and obligations under share-based payment transactions to which HKFRS 2 Share-based Payment applies, except for
- (i) contracts within the scope of paragraphs 8–10 of this Standard, to which this Standard applies,
- (ii) paragraphs 33 and 34 of this Standard, which shall be applied to treasury shares purchased, sold, issued or cancelled in connection with employee share option plans, employee share purchase plans, and all other share-based payment arrangements.

- ~~5\* — This Standard applies to recognised and unrecognised financial instruments. Recognised financial instruments include equity instruments issued by the entity and financial assets and financial liabilities that are within the scope of HKAS 39. Unrecognised financial instruments include some financial instruments that, although outside the scope of HKAS 39, are within the scope of this Standard (such as some loan commitments). [\[Deleted\]](#)~~
- ~~6\* — For the purposes of this Standard, an insurance contract is a contract that exposes the insurer to identified risks of loss from events or circumstances occurring or discovered within a specified period, including death (or in the case of an annuity, the survival of the annuitant), sickness, disability, property damage, injury to others and business interruption. The provisions of this Standard apply when a financial instrument takes the form of an insurance contract but principally involves the transfer of financial risks (see paragraph 52), for example, some types of financial reinsurance and guaranteed investment contracts issued by insurance and other entities. Entities that have obligations under insurance contracts are encouraged to consider the appropriateness of applying the provisions of this Standard in presenting and disclosing information about such obligations. [\[Deleted\]](#)~~
- ~~7\* — Other Standards specific to particular types of financial instrument contain additional presentation and disclosure requirements. For example, HKAS 17 *Leases* and HKAS 26 *Accounting and Reporting by Retirement Benefit Plans* incorporate specific disclosure requirements relating to finance leases and retirement benefit plan investments, respectively. In addition, some requirements of other Standards, particularly HKAS 30 *Disclosures in the Financial Statements of Banks and Similar Financial Institutions*, apply to financial instruments. [\[Deleted\]](#)~~
8. ***This Standard shall be applied to those contracts to buy or sell a non-financial item that can be settled net in cash or another financial instrument, or by exchanging financial instruments, as if the contracts were financial instruments, with the exception of contracts that were entered into and continue to be held for the purpose of the receipt or delivery of a non-financial item in accordance with the entity's expected purchase, sale or usage requirements.***
9. There are various ways in which a contract to buy or sell a non-financial item can be settled net in cash or another financial instrument or by exchanging financial instruments. These include:
- (a) when the terms of the contract permit either party to settle it net in cash or another financial instrument or by exchanging financial instruments;
  - (b) when the ability to settle net in cash or another financial instrument, or by exchanging financial instruments, is not explicit in the terms of the contract, but the entity has a practice of settling similar contracts net in cash or another financial instrument, or by exchanging financial instruments (whether with the counterparty, by entering into offsetting contracts or by selling the contract before its exercise or lapse);
  - (c) when, for similar contracts, the entity has a practice of taking delivery of the underlying and selling it within a short period after delivery for the purpose of generating a profit from short-term fluctuations in price or dealer's margin; and

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\* Effective for annual periods beginning on or after 1 January 2007.

- (d) when the non-financial item that is the subject of the contract is readily convertible to cash.

A contract to which (b) or (c) applies is not entered into for the purpose of the receipt or delivery of the non-financial item in accordance with the entity's expected purchase, sale or usage requirements, and, accordingly, is within the scope of this Standard. Other contracts to which paragraph 8 applies are evaluated to determine whether they were entered into and continue to be held for the purpose of the receipt or delivery of the non-financial item in accordance with the entity's expected purchase, sale or usage requirement, and accordingly, whether they are within the scope of this Standard.

10. A written option to buy or sell a non-financial item that can be settled net in cash or another financial instrument, or by exchanging financial instruments, in accordance with paragraph 9(a) or (d) is within the scope of this Standard. Such a contract cannot be entered into for the purpose of the receipt or delivery of the non-financial item in accordance with the entity's expected purchase, sale or usage requirements.

### **Definitions (see also paragraphs AG3-AG243)**

11. *The following terms are used in this Standard with the meanings specified:*

*A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.*

*A financial asset is any asset that is:*

- (a) *cash;*
- (b) *an equity instrument of another entity;*
- (c) *a contractual right:*
  - (i) *to receive cash or another financial asset from another entity; or*
  - (ii) *to exchange financial assets or financial liabilities with another entity under conditions that are potentially favourable to the entity;*  
*or*

- (d) *a contract that will or may be settled in the entity's own equity instruments and is:*
- (i) *a non-derivative for which the entity is or may be obliged to receive a variable number of the entity's own equity instruments; or*
  - (ii) *a derivative that will or may be settled other than by the exchange of a fixed amount of cash or another financial asset for a fixed number of the entity's own equity instruments. For this purpose the entity's own equity instruments do not include instruments that are themselves contracts for the future receipt or delivery of the entity's own equity instruments.*

A financial liability is any liability that is:

- (a) *a contractual obligation:*
  - (i) *to deliver cash or another financial asset to another entity; or*
  - (ii) *to exchange financial assets or financial liabilities with another entity under conditions that are potentially unfavourable to the entity; or*
- (b) *a contract that will or may be settled in the entity's own equity instruments and is:*
  - (i) *a non-derivative for which the entity is or may be obliged to deliver a variable number of the entity's own equity instruments; or*
  - (ii) *a derivative that will or may be settled other than by the exchange of a fixed amount of cash or another financial asset for a fixed number of the entity's own equity instruments. For this purpose the entity's own equity instruments do not include instruments that are themselves contracts for the future receipt or delivery of the entity's own equity instruments.*

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities.

Fair value is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.

12. The following terms are defined in paragraph 9 of HKAS 39 and are used in this Standard with the meaning specified in HKAS 39.

- amortised cost of a financial asset or financial liability
- available-for-sale financial assets
- derecognition
- derivative
- effective interest method
- financial asset or financial liability at fair value through profit or loss
- financial guarantee contract
- firm commitment
- forecast transaction
- hedge effectiveness

- hedged item
  - hedging instrument
  - held-to-maturity investments
  - loans and receivables
  - regular way purchase or sale
  - transaction costs.
13. In this Standard, ‘contract’ and ‘contractual’ refer to an agreement between two or more parties that has clear economic consequences that the parties have little, if any, discretion to avoid, usually because the agreement is enforceable by law. Contracts, and thus financial instruments, may take a variety of forms and need not be in writing.
14. In this Standard, ‘entity’ includes individuals, partnerships, incorporated bodies, trusts and government agencies.

## Presentation

### Liabilities and Equity (see also paragraphs AG25-AG29)

15. *The issuer of a financial instrument shall classify the instrument, or its component parts, on initial recognition as a financial liability, a financial asset or an equity instrument in accordance with the substance of the contractual arrangement and the definitions of a financial liability, a financial asset and an equity instrument.*
16. When an issuer applies the definitions in paragraph 11 to determine whether a financial instrument is an equity instrument rather than a financial liability, the instrument is an equity instrument if, and only if, both conditions (a) and (b) below are met.
- (a) The instrument includes no contractual obligation:
- (i) to deliver cash or another financial asset to another entity; or
  - (ii) to exchange financial assets or financial liabilities with another entity under conditions that are potentially unfavourable to the issuer.
- (b) If the instrument will or may be settled in the issuer’s own equity instruments, it is:
- (i) a non-derivative that includes no contractual obligation for the issuer to deliver a variable number of its own equity instruments; or
  - (ii) a derivative that will be settled only by the issuer exchanging a fixed amount of cash or another financial asset for a fixed number of its own equity instruments. For this purpose the issuer’s own equity instruments do not include instruments that are themselves contracts for the future receipt or delivery of the issuer’s own equity instruments.

A contractual obligation, including one arising from a derivative financial instrument, that will or may result in the future receipt or delivery of the issuer’s own equity instruments, but does not meet conditions (a) and (b) above, is not an equity instrument.

**No Contractual Obligation to Deliver Cash or Another Financial Asset (paragraph 16(a))**

17. A critical feature in differentiating a financial liability from an equity instrument is the existence of a contractual obligation of one party to the financial instrument (the issuer) either to deliver cash or another financial asset to the other party (the holder) or to exchange financial assets or financial liabilities with the holder under conditions that are potentially unfavourable to the issuer. Although the holder of an equity instrument may be entitled to receive a pro rata share of any dividends or other distributions of equity, the issuer does not have a contractual obligation to make such distributions because it cannot be required to deliver cash or another financial asset to another party.
18. The substance of a financial instrument, rather than its legal form, governs its classification on the entity's balance sheet. Substance and legal form are commonly consistent, but not always. Some financial instruments take the legal form of equity but are liabilities in substance and others may combine features associated with equity instruments and features associated with financial liabilities. For example:
- (a) a preference share that provides for mandatory redemption by the issuer for a fixed or determinable amount at a fixed or determinable future date, or gives the holder the right to require the issuer to redeem the instrument at or after a particular date for a fixed or determinable amount, is a financial liability.
  - (b) a financial instrument that gives the holder the right to put it back to the issuer for cash or another financial asset (a 'puttable instrument') is a financial liability. This is so even when the amount of cash or other financial assets is determined on the basis of an index or other item that has the potential to increase or decrease, or when the legal form of the puttable instrument gives the holder a right to a residual interest in the assets of an issuer. The existence of an option for the holder to put the instrument back to the issuer for cash or another financial asset means that the puttable instrument meets the definition of a financial liability. For example, open-ended mutual funds, unit trusts, partnerships and some co-operative entities may provide their unitholders or members with a right to redeem their interests in the issuer at any time for cash equal to their proportionate share of the asset value of the issuer. However, classification as a financial liability does not preclude the use of descriptors such as 'net asset value attributable to unitholders' and 'change in net asset value attributable to unitholders' on the face of the financial statements of an entity that has no equity capital (such as some mutual funds and unit trusts, see Illustrative Example 7) or the use of additional disclosure to show that total members' interests comprise items such as reserves that meet the definition of equity and puttable instruments that do not (see Illustrative Example 8).
19. If an entity does not have an unconditional right to avoid delivering cash or another financial asset to settle a contractual obligation, the obligation meets the definition of a financial liability. For example:
- (a) a restriction on the ability of an entity to satisfy a contractual obligation, such as lack of access to foreign currency or the need to obtain approval for payment from a regulatory authority, does not negate the entity's contractual obligation or the holder's contractual right under the instrument.

- (b) a contractual obligation that is conditional on a counterparty exercising its right to redeem is a financial liability because the entity does not have the unconditional right to avoid delivering cash or another financial asset.
20. A financial instrument that does not explicitly establish a contractual obligation to deliver cash or another financial asset may establish an obligation indirectly through its terms and conditions. For example:
- (a) a financial instrument may contain a non-financial obligation that must be settled if, and only if, the entity fails to make distributions or to redeem the instrument. If the entity can avoid a transfer of cash or another financial asset only by settling the non-financial obligation, the financial instrument is a financial liability.
- (b) a financial instrument is a financial liability if it provides that on settlement the entity will deliver either:
- (i) cash or another financial asset; or
- (ii) its own shares whose value is determined to exceed substantially the value of the cash or other financial asset.

Although the entity does not have an explicit contractual obligation to deliver cash or another financial asset, the value of the share settlement alternative is such that the entity will settle in cash. In any event, the holder has in substance been guaranteed receipt of an amount that is at least equal to the cash settlement option (see paragraph 21).

#### **Settlement in the Entity's Own Equity Instruments (paragraph 16(b))**

21. A contract is not an equity instrument solely because it may result in the receipt or delivery of the entity's own equity instruments. An entity may have a contractual right or obligation to receive or deliver a number of its own shares or other equity instruments that varies so that the fair value of the entity's own equity instruments to be received or delivered equals the amount of the contractual right or obligation. Such a contractual right or obligation may be for a fixed amount or an amount that fluctuates in part or in full in response to changes in a variable other than the market price of the entity's own equity instruments (e.g. an interest rate, a commodity price or a financial instrument price). Two examples are (a) a contract to deliver as many of the entity's own equity instruments as are equal in value to CU100,\* and (b) a contract to deliver as many of the entity's own equity instruments as are equal in value to the value of 100 ounces of gold. Such a contract is a financial liability of the entity even though the entity must or can settle it by delivering its own equity instruments. It is not an equity instrument because the entity uses a variable number of its own equity instruments as a means to settle the contract. Accordingly, the contract does not evidence a residual interest in the entity's assets after deducting all of its liabilities.

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\* In this Standard, monetary amounts are denominated in 'currency units' (CU).

22. A contract that will be settled by the entity (receiving or) delivering a fixed number of its own equity instruments in exchange for a fixed amount of cash or another financial asset is an equity instrument. For example, an issued share option that gives the counterparty a right to buy a fixed number of the entity's shares for a fixed price or for a fixed stated principal amount of a bond is an equity instrument. Changes in the fair value of a contract arising from variations in market interest rates that do not affect the amount of cash or other financial assets to be paid or received, or the number of equity instruments to be received or delivered, on settlement of the contract do not preclude the contract from being an equity instrument. Any consideration received (such as the premium received for a written option or warrant on the entity's own shares) is added directly to equity. Any consideration paid (such as the premium paid for a purchased option) is deducted directly from equity. Changes in the fair value of an equity instrument are not recognised in the financial statements.
23. A contract that contains an obligation for an entity to purchase its own equity instruments for cash or another financial asset gives rise to a financial liability for the present value of the redemption amount (for example, for the present value of the forward repurchase price, option exercise price or other redemption amount). This is the case even if the contract itself is an equity instrument. One example is an entity's obligation under a forward contract to purchase its own equity instruments for cash. When the financial liability is recognised initially under HKAS 39, its fair value (the present value of the redemption amount) is reclassified from equity. Subsequently, the financial liability is measured in accordance with HKAS 39. If the contract expires without delivery, the carrying amount of the financial liability is reclassified to equity. An entity's contractual obligation to purchase its own equity instruments gives rise to a financial liability for the present value of the redemption amount even if the obligation to purchase is conditional on the counterparty exercising a right to redeem (e.g. a written put option that gives the counterparty the right to sell an entity's own equity instruments to the entity for a fixed price).
24. A contract that will be settled by the entity delivering or receiving a fixed number of its own equity instruments in exchange for a variable amount of cash or another financial asset is a financial asset or financial liability. An example is a contract for the entity to deliver 100 of its own equity instruments in return for an amount of cash calculated to equal the value of 100 ounces of gold.

### **Contingent Settlement Provisions**

25. A financial instrument may require the entity to deliver cash or another financial asset, or otherwise to settle it in such a way that it would be a financial liability, in the event of the occurrence or non-occurrence of uncertain future events (or on the outcome of uncertain circumstances) that are beyond the control of both the issuer and the holder of the instrument, such as a change in a stock market index, consumer price index, interest rate or taxation requirements, or the issuer's future revenues, net income or debt-to-equity ratio. The issuer of such an instrument does not have the unconditional right to avoid delivering cash or another financial asset (or otherwise to settle it in such a way that it would be a financial liability). Therefore, it is a financial liability of the issuer unless:
- (a) the part of the contingent settlement provision that could require settlement in cash or another financial asset (or otherwise in such a way that it would be a financial liability) is not genuine; or

- (b) the issuer can be required to settle the obligation in cash or another financial asset (or otherwise to settle it in such a way that it would be a financial liability) only in the event of liquidation of the issuer.

### Settlement Options

26. ***When a derivative financial instrument gives one party a choice over how it is settled (e.g. the issuer or the holder can choose settlement net in cash or by exchanging shares for cash), it is a financial asset or a financial liability unless all of the settlement alternatives would result in it being an equity instrument.***
27. An example of a derivative financial instrument with a settlement option that is a financial liability is a share option that the issuer can decide to settle net in cash or by exchanging its own shares for cash. Similarly, some contracts to buy or sell a non-financial item in exchange for the entity's own equity instruments are within the scope of this Standard because they can be settled either by delivery of the non-financial item or net in cash or another financial instrument (see paragraphs 8-10). Such contracts are financial assets or financial liabilities and not equity instruments.

### Compound Financial Instruments (see also paragraphs AG30-AG35 and Illustrative Examples 9-12)

28. ***The issuer of a non-derivative financial instrument shall evaluate the terms of the financial instrument to determine whether it contains both a liability and an equity component. Such components shall be classified separately as financial liabilities, financial assets or equity instruments in accordance with paragraph 15.***
29. An entity recognises separately the components of a financial instrument that (a) creates a financial liability of the entity and (b) grants an option to the holder of the instrument to convert it into an equity instrument of the entity. For example, a bond or similar instrument convertible by the holder into a fixed number of ordinary shares of the entity is a compound financial instrument. From the perspective of the entity, such an instrument comprises two components: a financial liability (a contractual arrangement to deliver cash or another financial asset) and an equity instrument (a call option granting the holder the right, for a specified period of time, to convert it into a fixed number of ordinary shares of the entity). The economic effect of issuing such an instrument is substantially the same as issuing simultaneously a debt instrument with an early settlement provision and warrants to purchase ordinary shares, or issuing a debt instrument with detachable share purchase warrants. Accordingly, in all cases, the entity presents the liability and equity components separately on its balance sheet.
30. Classification of the liability and equity components of a convertible instrument is not revised as a result of a change in the likelihood that a conversion option will be exercised, even when exercise of the option may appear to have become economically advantageous to some holders. Holders may not always act in the way that might be expected because, for example, the tax consequences resulting from conversion may differ among holders. Furthermore, the likelihood of conversion will change from time to time. The entity's contractual obligation to make future payments remains outstanding until it is extinguished through conversion, maturity of the instrument or some other transaction.

31. HKAS 39 deals with the measurement of financial assets and financial liabilities. Equity instruments are instruments that evidence a residual interest in the assets of an entity after deducting all of its liabilities. Therefore, when the initial carrying amount of a compound financial instrument is allocated to its equity and liability components, the equity component is assigned the residual amount after deducting from the fair value of the instrument as a whole the amount separately determined for the liability component. The value of any derivative features (such as a call option) embedded in the compound financial instrument other than the equity component (such as an equity conversion option) is included in the liability component. The sum of the carrying amounts assigned to the liability and equity components on initial recognition is always equal to the fair value that would be ascribed to the instrument as a whole. No gain or loss arises from initially recognising the components of the instrument separately.
32. Under the approach described in paragraph 31, the issuer of a bond convertible into ordinary shares first determines the carrying amount of the liability component by measuring the fair value of a similar liability (including any embedded non-equity derivative features) that does not have an associated equity component. The carrying amount of the equity instrument represented by the option to convert the instrument into ordinary shares is then determined by deducting the fair value of the financial liability from the fair value of the compound financial instrument as a whole.

### **Treasury Shares (see also paragraph AG36)**

33. *If an entity reacquires its own equity instruments, those instruments ('treasury shares') shall be deducted from equity. No gain or loss shall be recognised in profit or loss on the purchase, sale, issue or cancellation of an entity's own equity instruments. Such treasury shares may be acquired and held by the entity or by other members of the consolidated group. Consideration paid or received shall be recognised directly in equity.*
34. The amount of treasury shares held is disclosed separately either on the face of the balance sheet or in the notes, in accordance with HKAS 1 *Presentation of Financial Statements*. An entity provides disclosure in accordance with HKAS 24 *Related Party Disclosures* if the entity reacquires its own equity instruments from related parties.

### **Interest, Dividends, Losses and Gains (see also paragraph AG37)**

35. *Interest, dividends, losses and gains relating to a financial instrument or a component that is a financial liability shall be recognised as income or expense in profit or loss. Distributions to holders of an equity instrument shall be debited by the entity directly to equity, net of any related income tax benefit. Transaction costs of an equity transaction, other than costs of issuing an equity instrument that are directly attributable to the acquisition of a business (which shall be accounted for under HKAS 22), shall be accounted for as a deduction from equity, net of any related income tax benefit.*
36. The classification of a financial instrument as a financial liability or an equity instrument determines whether interest, dividends, losses and gains relating to that instrument are recognised as income or expense in profit or loss. Thus, dividend payments on shares wholly recognised as liabilities are recognised as expenses in the same way as interest on a bond. Similarly, gains and losses associated with redemptions or refinancings of financial liabilities are recognised in profit or loss,

whereas redemptions or refinancings of equity instruments are recognised as changes in equity. Changes in the fair value of an equity instrument are not recognised in the financial statements.

37. An entity typically incurs various costs in issuing or acquiring its own equity instruments. Those costs might include registration and other regulatory fees, amounts paid to legal, accounting and other professional advisers, printing costs and stamp duties. The transaction costs of an equity transaction are accounted for as a deduction from equity (net of any related income tax benefit) to the extent they are incremental costs directly attributable to the equity transaction that otherwise would have been avoided. The costs of an equity transaction that is abandoned are recognised as an expense.
38. Transaction costs that relate to the issue of a compound financial instrument are allocated to the liability and equity components of the instrument in proportion to the allocation of proceeds. Transaction costs that relate jointly to more than one transaction (for example, costs of a concurrent offering of some shares and a stock exchange listing of other shares) are allocated to those transactions using a basis of allocation that is rational and consistent with similar transactions.
39. The amount of transaction costs accounted for as a deduction from equity in the period is disclosed separately under HKAS 1 *Presentation of Financial Statements*. The related amount of income taxes recognised directly in equity is included in the aggregate amount of current and deferred income tax credited or charged to equity that is disclosed under HKAS 12 *Income Taxes*.
40. Dividends classified as an expense may be presented in the income statement either with interest on other liabilities or as a separate item. In addition to the requirements of this Standard, disclosure of interest and dividends is subject to the requirements of HKAS 1 and ~~HKFRS 7-HKAS 30 Disclosures in the Financial Statements of Banks and Similar Financial Institutions~~<sup>\*</sup>. In some circumstances, because of the differences between interest and dividends with respect to matters such as tax deductibility, it is desirable to disclose them separately in the income statement. Disclosures of the tax effects are made in accordance with HKAS 12.
41. Gains and losses related to changes in the carrying amount of a financial liability are recognised as income or expense in profit or loss even when they relate to an instrument that includes a right to the residual interest in the assets of the entity in exchange for cash or another financial asset (see paragraph 18(b)). Under HKAS 1 the entity presents any gain or loss arising from remeasurement of such an instrument separately on the face of the income statement when it is relevant in explaining the entity's performance.

### **Offsetting a Financial Asset and a Financial Liability (see also paragraphs AG38 and AG39)**

42. *A financial asset and a financial liability shall be offset and the net amount presented in the balance sheet when, and only when, an entity:*
- (a) *currently has a legally enforceable right to set off the recognised amounts; and*
  - (b) *intends either to settle on a net basis, or to realise the asset and settle the liability simultaneously.*

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<sup>\*</sup> Effective for annual periods beginning on or after 1 January 2007.

***In accounting for a transfer of a financial asset that does not qualify for derecognition, the entity shall not offset the transferred asset and the associated liability (see HKAS 39, paragraph 36).***

43. This Standard requires the presentation of financial assets and financial liabilities on a net basis when doing so reflects an entity's expected future cash flows from settling two or more separate financial instruments. When an entity has the right to receive or pay a single net amount and intends to do so, it has, in effect, only a single financial asset or financial liability. In other circumstances, financial assets and financial liabilities are presented separately from each other consistently with their characteristics as resources or obligations of the entity.
44. Offsetting a recognised financial asset and a recognised financial liability and presenting the net amount differs from the derecognition of a financial asset or a financial liability. Although offsetting does not give rise to recognition of a gain or loss, the derecognition of a financial instrument not only results in the removal of the previously recognised item from the balance sheet but also may result in recognition of a gain or loss.
45. A right of set-off is a debtor's legal right, by contract or otherwise, to settle or otherwise eliminate all or a portion of an amount due to a creditor by applying against that amount an amount due from the creditor. In unusual circumstances, a debtor may have a legal right to apply an amount due from a third party against the amount due to a creditor provided that there is an agreement between the three parties that clearly establishes the debtor's right of set-off. Because the right of set-off is a legal right, the conditions supporting the right may vary from one legal jurisdiction to another and the laws applicable to the relationships between the parties need to be considered.
46. The existence of an enforceable right to set off a financial asset and a financial liability affects the rights and obligations associated with a financial asset and a financial liability and may affect an entity's exposure to credit and liquidity risk. However, the existence of the right, by itself, is not a sufficient basis for offsetting. In the absence of an intention to exercise the right or to settle simultaneously, the amount and timing of an entity's future cash flows are not affected. When an entity intends to exercise the right or to settle simultaneously, presentation of the asset and liability on a net basis reflects more appropriately the amounts and timing of the expected future cash flows, as well as the risks to which those cash flows are exposed. An intention by one or both parties to settle on a net basis without the legal right to do so is not sufficient to justify offsetting because the rights and obligations associated with the individual financial asset and financial liability remain unaltered.
47. An entity's intentions with respect to settlement of particular assets and liabilities may be influenced by its normal business practices, the requirements of the financial markets and other circumstances that may limit the ability to settle net or to settle simultaneously. When an entity has a right of set-off, but does not intend to settle net or to realise the asset and settle the liability simultaneously, the effect of the right on the entity's credit risk exposure is disclosed in accordance with paragraph [7636 of HKFRS 7](#).
48. Simultaneous settlement of two financial instruments may occur through, for example, the operation of a clearinghouse in an organised financial market or a face-to-face exchange. In these circumstances the cash flows are, in effect, equivalent to a single net amount and there is no exposure to credit or liquidity risk. In other circumstances, an entity may settle two instruments by receiving and paying separate amounts, becoming exposed to credit risk for the full amount of the asset or liquidity risk for

the full amount of the liability. Such risk exposures may be significant even though relatively brief. Accordingly, realisation of a financial asset and settlement of a financial liability are treated as simultaneous only when the transactions occur at the same moment.

49. The conditions set out in paragraph 42 are generally not satisfied and offsetting is usually inappropriate when:
- (a) several different financial instruments are used to emulate the features of a single financial instrument (a 'synthetic instrument');
  - (b) financial assets and financial liabilities arise from financial instruments having the same primary risk exposure (for example, assets and liabilities within a portfolio of forward contracts or other derivative instruments) but involve different counterparties;
  - (c) financial or other assets are pledged as collateral for non-recourse financial liabilities;
  - (d) financial assets are set aside in trust by a debtor for the purpose of discharging an obligation without those assets having been accepted by the creditor in settlement of the obligation (for example, a sinking fund arrangement); or
  - (e) obligations incurred as a result of events giving rise to losses are expected to be recovered from a third party by virtue of a claim made under an insurance-~~policy~~[contract](#).
50. An entity that undertakes a number of financial instrument transactions with a single counterparty may enter into a 'master netting arrangement' with that counterparty. Such an agreement provides for a single net settlement of all financial instruments covered by the agreement in the event of default on, or termination of, any one contract. These arrangements are commonly used by financial institutions to provide protection against loss in the event of bankruptcy or other circumstances that result in a counterparty being unable to meet its obligations. A master netting arrangement commonly creates a right of set-off that becomes enforceable and affects the realisation or settlement of individual financial assets and financial liabilities only following a specified event of default or in other circumstances not expected to arise in the normal course of business. A master netting arrangement does not provide a basis for offsetting unless both of the criteria in paragraph 42 are satisfied. When financial assets and financial liabilities subject to a master netting arrangement are not offset, the effect of the arrangement on an entity's exposure to credit risk is disclosed in accordance with paragraph ~~76~~[36](#) of [HKFRS 7](#).

## **Disclosure** ([51. to 95.](#) ~~[Deleted]~~)

~~51. — The purpose of the disclosures required by this Standard is to provide information to enhance understanding of the significance of financial instruments to an entity's financial position, performance and cash flows, and assist in assessing the amounts, timing and certainty of future cash flows associated with those instruments.~~

~~52. Transactions in financial instruments may result in an entity assuming or transferring to another party one or more of the financial risks described below. The required disclosures provide information to assist users of financial statements in assessing the extent of risk related to financial instruments.~~

~~(a) Market risk includes three types of risk:~~

~~(i) currency risk—the risk that the value of a financial instrument will fluctuate because of changes in foreign exchange rates.~~

~~(ii) fair value interest rate risk—the risk that the value of a financial instrument will fluctuate because of changes in market interest rates.~~

~~(iii) price risk—the risk that the value of a financial instrument will fluctuate as a result of changes in market prices, whether those changes are caused by factors specific to the individual instrument or its issuer or factors affecting all instruments traded in the market.~~

~~Market risk embodies not only the potential for loss but also the potential for gain.~~

~~(b) Credit risk—the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss.~~

~~(c) Liquidity risk (also referred to as funding risk)—the risk that an entity will encounter difficulty in raising funds to meet commitments associated with financial instruments. Liquidity risk may result from an inability to sell a financial asset quickly at close to its fair value.~~

~~(d) Cash flow interest rate risk—the risk that the future cash flows of a financial instrument will fluctuate because of changes in market interest rates. In the case of a floating rate debt instrument, for example, such fluctuations result in a change in the effective interest rate of the financial instrument, usually without a corresponding change in its fair value.~~

### ~~Format, Location and Classes of Financial Instruments~~

~~53. This Standard does not prescribe either the format of the information required to be disclosed or its location within the financial statements. To the extent that the required information is presented on the face of the financial statements, it is unnecessary to repeat it in the notes to the financial statements. Disclosures may include a combination of narrative descriptions and quantified data, as appropriate to the nature of the instruments and their relative significance to the entity.~~

~~54. Determining the level of detail to be disclosed about particular financial instruments requires the exercise of judgement taking into account the relative significance of those instruments. It is necessary to strike a balance between overburdening financial statements with excessive detail that may not assist users of financial statements and obscuring important information as a result of too much aggregation. For example, when an entity is party to a large number of financial instruments with similar characteristics and no single contract is individually material, a summary by classes of instruments is appropriate. On the other hand, information about an individual instrument may be important when it is, for example, a material component of an entity's capital structure.~~

~~55. The management of an entity groups financial instruments into classes that are appropriate to the nature of the information disclosed, taking into account matters such as the characteristics of the instruments and the measurement basis that has been applied. In general, classes distinguish items measured at cost or amortised cost from items measured at fair value. Sufficient information is provided to permit a reconciliation to relevant line items on the balance sheet. When an entity is a party to financial instruments not within the scope of this Standard, those instruments constitute a class or classes of financial assets or financial liabilities separate from those within the scope of this Standard. Disclosures about those financial instruments are dealt with by other IFRSs.~~

## ~~Risk Management Policies and Hedging Activities~~

~~56. An entity shall describe its financial risk management objectives and policies, including its policy for hedging each main type of forecast transaction for which hedge accounting is used.~~

~~57. In addition to providing specific information about particular balances and transactions related to financial instruments, an entity provides a discussion of the extent to which financial instruments are used, the associated risks and the business purposes served. A discussion of management's policies for controlling the risks associated with financial instruments includes policies on matters such as hedging of risk exposures, avoidance of undue concentrations of risk and requirements for collateral to mitigate credit risk. Such discussion provides a valuable additional perspective that is independent of the specific instruments held or outstanding at a particular time.~~

~~58. An entity shall disclose the following separately for designated fair value hedges, cash flow hedges and hedges of a net investment in a foreign operation (as defined in HKAS 39):~~

~~(a) a description of the hedge;~~

~~(b) a description of the financial instruments designated as hedging instruments and their fair values at the balance sheet date;~~

~~(c) the nature of the risks being hedged; and~~

~~(d) for cash flow hedges, the periods in which the cash flows are expected to occur, when they are expected to enter into the determination of profit or loss, and a description of any forecast transaction for which hedge accounting had previously been used but which is no longer expected to occur.~~

~~59. When a gain or loss on a hedging instrument in a cash flow hedge has been recognised directly in equity, through the statement of changes in equity, an entity shall disclose:~~

~~(a) the amount that was so recognised in equity during the period;~~

~~(b) the amount that was removed from equity and included in profit or loss for the period; and~~

- ~~(e) — the amount that was removed from equity during the period and included in the initial measurement of the acquisition cost or other carrying amount of a non-financial asset or non-financial liability in a hedged highly probable forecast transaction.~~

## ~~Terms, Conditions and Accounting Policies~~

- ~~60. — For each class of financial asset, financial liability and equity instrument, an entity shall disclose:~~

~~(a) — information about the extent and nature of the financial instruments, including significant terms and conditions that may affect the amount, timing and certainty of future cash flows; and~~

~~(b) — the accounting policies and methods adopted, including the criteria for recognition and the basis of measurement applied.~~

- ~~61. — As part of the disclosure of an entity's accounting policies, an entity shall disclose, for each category of financial assets, whether regular way purchases and sales of financial assets are accounted for at trade date or at settlement date (see HKAS 39, paragraph 38).~~

- ~~62. — The contractual terms and conditions of a financial instrument affect the amount, timing and certainty of future cash receipts and payments by the parties to the instrument. When financial instruments are significant, either individually or as a class, to the financial position of an entity or its future operating results, their terms and conditions are disclosed. If no single instrument is individually significant to the future cash flows of the entity, the essential characteristics of the instruments are described by reference to appropriate groupings of like instruments.~~

- ~~63. — When financial instruments held or issued by an entity, either individually or as a class, create a potentially significant exposure to the risks described in paragraph 52, terms and conditions that warrant disclosure include:~~

~~(a) — the principal, stated, face or other similar amount, which, for some derivative instruments, such as interest rate swaps, might be the amount (referred to as the notional amount) on which future payments are based;~~

~~(b) — the date of maturity, expiry or execution;~~

~~(c) — early settlement options held by either party to the instrument, including the period in which, or date at which, the options can be exercised and the exercise price or range of prices;~~

~~(d) — options held by either party to the instrument to convert the instrument into, or exchange it for, another financial instrument or some other asset or liability, including the period in which, or date at which, the options can be exercised and the conversion or exchange ratio(s);~~

~~(e) — the amount and timing of scheduled future cash receipts or payments of the principal amount of the instrument, including instalment repayments and any sinking fund or similar requirements;~~

- (f) ~~stated rate or amount of interest, dividend or other periodic return on principal and the timing of payments;~~
- (g) ~~collateral held, in the case of a financial asset, or pledged, in the case of a financial liability;~~
- (h) ~~in the case of an instrument for which cash flows are denominated in a currency other than the entity's functional currency, the currency in which receipts or payments are required;~~
- (i) ~~in the case of an instrument that provides for an exchange, information described in items (a)-(h) for the instrument to be acquired in the exchange; and~~
- (j) ~~any condition of the instrument or an associated covenant that, if contravened, would significantly alter any of the other terms (for example, a maximum debt to equity ratio in a bond covenant that, if contravened, would make the full principal amount of the bond due and payable immediately).~~
64. ~~When the balance sheet presentation of a financial instrument differs from the instrument's legal form, it is desirable for an entity to explain in the notes to the financial statements the nature of the instrument.~~
65. ~~The usefulness of information about the extent and nature of financial instruments is enhanced when it highlights any relationship between individual instruments that can significantly affect the amount, timing or certainty of the future cash flows of an entity. For example, it may be important to disclose hedging relationships such as one that might exist when an entity holds an investment in shares for which it has purchased a put option. The extent to which a risk exposure is altered by the relationship among the assets and liabilities may be apparent to financial statement users from information of the type described in paragraph 63, but in some circumstances further disclosure is necessary.~~
66. ~~In accordance with HKAS 1, an entity provides disclosure of all significant accounting policies, including the general principles adopted and the method of applying those principles to transactions, other events and conditions arising in the entity's business. In the case of financial instruments, such disclosure includes:~~
- (a) ~~the criteria applied in determining when to recognise a financial asset or financial liability and when to derecognise it;~~
- (b) ~~the basis of measurement applied to financial assets and financial liabilities on initial recognition and subsequently; and~~
- (c) ~~the basis on which income and expenses arising from financial assets and financial liabilities are recognised and measured.~~

### **Interest Rate Risk**

67. ~~*For each class of financial assets and financial liabilities, an entity shall disclose information about its exposure to interest rate risk, including:*~~
- (a) ~~*contractual repricing or maturity dates, whichever dates are earlier; and*~~

~~(b) — effective interest rates, when applicable.~~

- ~~68. — An entity provides information about its exposure to the effects of future changes in the prevailing level of interest rates. Changes in market interest rates have a direct effect on the contractually determined cash flows associated with some financial assets and financial liabilities (cash flow interest rate risk) and on the fair value of others (fair value interest rate risk).—~~
- ~~69. — Information about maturity dates (or repricing dates when they are earlier) indicates the length of time for which interest rates are fixed, and information about effective interest rates indicates the levels at which they are fixed. Disclosure of this information provides users of financial statements with a basis for evaluating the fair value interest rate risk to which an entity is exposed and, thus, the potential for gain or loss. For instruments that are repriced to a market rate of interest before maturity, disclosure of the period until the next repricing is more important for this purpose than disclosure of the period to maturity.—~~
- ~~70. — To supplement the information about contractual repricing and maturity dates, an entity may elect to disclose information about expected repricing or maturity dates when those dates differ significantly from the contractual dates. For example, such information may be particularly relevant when an entity is able to predict, with reasonable reliability, the amount of fixed rate mortgage loans that will be repaid before maturity and it uses this information as the basis for managing its interest rate risk exposure. The additional information includes disclosure that it is based on management's expectations of future events and an explanation of the assumptions made about repricing or maturity dates and how those assumptions differ from the contractual dates.—~~
- ~~71. — An entity indicates which of its financial assets and financial liabilities are:—~~
- ~~(a) — exposed to fair value interest rate risk, such as financial assets and financial liabilities with a fixed interest rate;—~~
  - ~~(b) — exposed to cash flow interest rate risk, such as financial assets and financial liabilities with a floating interest rate that is reset as market rates change; and—~~
  - ~~(c) — not directly exposed to interest rate risk, such as some investments in equity instruments.—~~
- ~~72. — The requirement in paragraph 67(b) applies to bonds, notes, loans and similar financial instruments involving future payments that create a return to the holder and a cost to the issuer reflecting the time value of money. The requirement does not apply to financial instruments such as investments in equity instruments and derivative instruments that do not bear a determinable effective interest rate. For example, even though instruments such as interest rate derivatives (including swaps, forward rate agreements and options) are exposed to fair value or cash flow risk from changes in market interest rates, disclosure of an effective interest rate is not required. However, when providing effective interest rate information, an entity discloses the effect on its interest rate risk exposure of hedging transactions such as interest rate swaps.—~~

- ~~73. An entity may become exposed to interest rate risk as a result of a transaction in which no financial asset or financial liability is recognised on its balance sheet. In such circumstances, the entity discloses information that permits users of its financial statements to understand the nature and extent of its exposure. For example, when an entity has a commitment to lend funds at a fixed interest rate, the disclosure normally includes the stated principal, interest rate and term to maturity of the amount to be lent and the significant terms of the transaction giving rise to the exposure to interest rate risk.~~
- ~~74. The nature of an entity's business and the extent of its activity in financial instruments determine whether information about interest rate risk is presented in narrative form, in tables or by using a combination of the two. When an entity has a variety of financial instruments exposed to fair value or cash flow interest rate risk, it may adopt one or more of the following approaches to presenting information:~~
- ~~(a) The carrying amounts of financial instruments exposed to interest rate risk may be presented in tabular form, grouped by those that are contracted to mature or be repriced in the following periods after the balance sheet date:~~
- ~~(i) in one year or less;~~
  - ~~(ii) in more than one year but not more than two years;~~
  - ~~(iii) in more than two years but not more than three years;~~
  - ~~(iv) in more than three years but not more than four years;~~
  - ~~(v) in more than four years but not more than five years; and~~
  - ~~(vi) in more than five years.~~
- ~~(b) When the performance of an entity is significantly affected by the level of its exposure to interest rate risk or changes in that exposure, more detailed information is desirable. An entity such as a bank may disclose, for example, separate groupings of the carrying amounts of financial instruments contracted to mature or be repriced:~~
- ~~(i) in one month or less after the balance sheet date;~~
  - ~~(ii) in more than one month but not more than three months after the balance sheet date; and~~
  - ~~(iii) in more than three months but not more than twelve months after the balance sheet date.~~
- ~~(c) Similarly, an entity may indicate its exposure to cash flow interest rate risk through a table indicating the aggregate carrying amount of groups of floating rate financial assets and financial liabilities maturing within various future time periods.~~

~~(d) Interest rate information may be disclosed for individual financial instruments. Alternatively, weighted average rates or a range of rates may be presented for each class of financial instrument. An entity may group into separate classes instruments denominated in different currencies or having substantially different credit risks when those factors result in instruments having substantially different effective interest rates.~~

~~75. In some circumstances, an entity may be able to provide useful information about its exposure to interest rate risks by indicating the effect of a hypothetical change in market interest rates on the fair value of its financial instruments and future profit or loss and cash flows. Such information may be based on, for example, an assumed one percentage point (100 basis points) change in market interest rates occurring at the balance sheet date. The effects of a change in interest rates include changes in interest income and expense relating to floating rate financial instruments and gains or losses resulting from changes in the fair value of fixed rate instruments. The reported interest rate sensitivity may be restricted to the direct effects of an interest rate change on interest-bearing financial instruments recognised at the balance sheet date because the indirect effects of a rate change on financial markets and individual entities cannot normally be predicted reliably. When disclosing interest rate sensitivity information, an entity indicates the basis on which it has prepared the information, including any significant assumptions.~~

## ~~Credit Risk~~

~~76. For each class of financial assets and other credit exposures, an entity shall disclose information about its exposure to credit risk, including:~~

~~(a) the amount that best represents its maximum credit risk exposure at the balance sheet date, without taking account of the fair value of any collateral, in the event of other parties failing to perform their obligations under financial instruments; and~~

~~(b) significant concentrations of credit risk.~~

~~77. An entity provides information relating to credit risk to permit users of its financial statements to assess the extent to which failures by counterparties to discharge their obligations could reduce the amount of future cash inflows from financial assets recognised at the balance sheet date or require a cash outflow from other credit exposures (such as a credit derivative or an issued guarantee of the obligations of a third party). Such failures give rise to a loss recognised in an entity's profit or loss. Paragraph 76 does not require an entity to disclose an assessment of the probability of losses arising in the future.~~

~~78. The purposes of disclosing amounts exposed to credit risk without regard to potential recoveries from realisation of collateral ('an entity's maximum credit risk exposure') are:~~

~~(a) to provide users of financial statements with a consistent measure of the amount exposed to credit risk for financial assets and other credit exposures; and~~

(b) ~~to take into account the possibility that the maximum exposure to loss may differ from the carrying amount of financial assets recognised at the balance sheet date.~~

~~79. In the case of financial assets exposed to credit risk, the carrying amount of the assets in the balance sheet, net of any applicable provisions for loss, usually represents the amount exposed to credit risk. For example, in the case of an interest rate swap carried at fair value, the maximum exposure to loss at the balance sheet date is normally the carrying amount because it represents the cost, at current market rates, of replacing the swap in the event of default. In these circumstances, no additional disclosure beyond that provided on the balance sheet is necessary. On the other hand, an entity's maximum potential loss from some financial instruments may differ significantly from their carrying amount and from other disclosed amounts such as their fair value or principal amount. In such circumstances, additional disclosure is necessary to meet the requirements of paragraph 76(a).~~

~~80. A financial asset subject to a legally enforceable right of set-off against a financial liability is not presented on the balance sheet net of the liability unless settlement is intended to take place on a net basis or simultaneously. Nevertheless, an entity discloses the existence of the legal right of set-off when providing information in accordance with paragraph 76. For example, when an entity is due to receive the proceeds from realisation of a financial asset before settlement of a financial liability of equal or greater amount against which the entity has a legal right of set-off, the entity has the ability to exercise that right of set-off to avoid incurring a loss in the event of a default by the counterparty. However, if the entity responds, or is likely to respond, to the default by extending the term of the financial asset, an exposure to credit risk would exist if the revised terms are such that collection of the proceeds is expected to be deferred beyond the date on which the liability is required to be settled. To inform users of financial statements of the extent to which exposure to credit risk at a particular point in time has been reduced, the entity discloses the existence and effect of the right of set-off when the financial asset is expected to be collected in accordance with its terms. When the financial liability against which a right of set-off exists is due to be settled before the financial asset, the entity is exposed to credit risk on the full carrying amount of the asset if the counterparty defaults after the liability has been settled.~~

~~81. An entity may have entered into one or more master netting arrangements that serve to mitigate its exposure to credit loss but do not meet the criteria for offsetting. When a master netting arrangement significantly reduces the credit risk associated with financial assets not offset against financial liabilities with the same counterparty, an entity provides additional information concerning the effect of the arrangement. Such disclosure indicates that:~~

~~(a) the credit risk associated with financial assets subject to a master netting arrangement is eliminated only to the extent that financial liabilities due to the same counterparty will be settled after the assets are realised; and~~

~~(b) the extent to which an entity's overall exposure to credit risk is reduced through a master netting arrangement may change substantially within a short period following the balance sheet date because the exposure is affected by each transaction subject to the arrangement.~~

~~It is also desirable for an entity to disclose the terms of its master netting arrangements that determine the extent of the reduction in its credit risk.~~

- ~~82. An entity may be exposed to credit risk as a result of a transaction in which no financial asset is recognised on its balance sheet, such as for a financial guarantee or credit derivative contract. Guaranteeing an obligation of another party creates a liability and exposes the guarantor to credit risk that is taken into account in making the disclosures required by paragraph 76.~~
- ~~83. Concentrations of credit risk are disclosed when they are not apparent from other disclosures about the nature of the business and financial position of the entity and result in a significant exposure to loss in the event of default by other parties. Identification of such concentrations requires judgement by management taking into account the circumstances of the entity and its debtors. HKAS 14 *Segment Reporting* provides guidance in identifying industry and geographical segments within which credit risk concentrations may arise.~~
- ~~84. Concentrations of credit risk may arise from exposures to a single debtor or to groups of debtors having such a similar characteristic that their ability to meet their obligations is expected to be affected similarly by changes in economic or other conditions. Characteristics that may give rise to a concentration of risk include the nature of the activities undertaken by debtors, such as the industry in which they operate, the geographical area in which activities are undertaken and the level of creditworthiness of groups of borrowers. For example, a manufacturer of equipment for the oil and gas industry will normally have trade accounts receivable from sales of its products for which the risk of non-payment is affected by economic changes in the oil and gas industry. A bank that normally lends on an international scale may have many loans outstanding to less developed nations and the bank's ability to recover them may be adversely affected by local economic conditions.~~
- ~~85. Disclosure of concentrations of credit risk includes a description of the shared characteristic that identifies each concentration and the amount of the maximum credit risk exposure associated with all financial assets sharing that characteristic.~~

## **~~Fair Value~~**

- ~~86. *Except as set out in paragraph 90, for each class of financial assets and financial liabilities, an entity shall disclose the fair value of that class of assets and liabilities in a way that permits it to be compared with the corresponding carrying amount in the balance sheet. (HKAS 39 provides guidance for determining fair value.)*~~
- ~~87. Fair value information is widely used for business purposes in determining an entity's overall financial position and in making decisions about individual financial instruments. It is also relevant to many decisions made by users of financial statements because, in many circumstances, it reflects the judgement of the financial markets about the present value of expected future cash flows relating to an instrument. Fair value information permits comparisons of financial instruments having substantially the same economic characteristics, regardless of why they are held and when and by whom they were issued or acquired. Fair values provide a neutral basis for assessing management's stewardship by indicating the effects of its decisions to buy, sell or hold financial assets and to incur, maintain or discharge financial liabilities. When an entity does not measure a financial asset or financial liability in its balance sheet at fair value, it provides fair value information through supplementary disclosures.~~

- ~~88. For financial instruments such as short-term trade receivables and payables, no disclosure of fair value is required when the carrying amount is a reasonable approximation of fair value.~~
- ~~89. In disclosing fair values, an entity groups financial assets and financial liabilities into classes and offsets them only to the extent that their related carrying amounts are offset in the balance sheet.~~
- ~~90. If investments in unquoted equity instruments or derivatives linked to such equity instruments are measured at cost under HKAS 39 because their fair value cannot be measured reliably, that fact shall be disclosed together with a description of the financial instruments, their carrying amount, an explanation of why fair value cannot be measured reliably and, if possible, the range of estimates within which fair value is highly likely to lie. Furthermore, if financial assets whose fair value previously could not be reliably measured are sold, that fact, the carrying amount of such financial assets at the time of sale and the amount of gain or loss recognised shall be disclosed.~~
- ~~91. If investments in unquoted equity instruments or derivatives linked to such equity instruments are measured at cost under HKAS 39 because their fair values cannot be measured reliably, the information about fair value set out in paragraphs 86 and 92 is not required to be disclosed. Instead, information is provided to assist users of the financial statements in making their own judgements about the extent of possible differences between the carrying amount of such financial assets and financial liabilities and their fair value. In addition to an explanation of the principal characteristics of the financial instruments that are pertinent to their value and the reason for not disclosing fair values, information is provided about the market for the instruments. In some cases, the terms and conditions of the instruments disclosed in accordance with paragraph 60 may provide sufficient information. When it has a reasonable basis for doing so, management may indicate its opinion on the relationship between fair value and the carrying amount of financial assets and financial liabilities for which it is unable to determine fair value reliably.~~
- ~~92. An entity shall disclose:~~
- ~~(a) the methods and significant assumptions applied in determining fair values of financial assets and financial liabilities separately for significant classes of financial assets and financial liabilities. (Paragraph 55 provides guidance for determining classes of financial assets.)~~
  - ~~(b) whether fair values of financial assets and financial liabilities are determined directly, in full or in part, by reference to published price quotations in an active market or are estimated using a valuation technique (see HKAS 39, paragraphs AG71-AG79).~~
  - ~~(c) whether its financial statements include financial instruments measured at fair values that are determined in full or in part using a valuation technique based on assumptions that are not supported by observable market prices or rates. If changing any such assumption to a reasonably possible alternative would result in a significantly different fair value, the entity shall state this fact and disclose the effect on the fair value of a range of reasonably possible alternative assumptions. For this purpose, significance shall be judged with respect to profit or loss and total assets or total liabilities.~~

~~(d) — the total amount of the change in fair value estimated using a valuation technique that was recognised in profit or loss during the period.~~

~~93. — Disclosure of fair value information includes disclosure of the method used in determining fair value and the significant assumptions made in its application. For example, an entity discloses information about the assumptions relating to prepayment rates, rates of estimated credit losses and interest or discount rates if they are significant.~~

## ~~Other Disclosures~~

### ~~Derecognition~~

~~94. — (a) — An entity may have either transferred a financial asset (see paragraph 18 of HKAS 39) or entered into the type of arrangement described in paragraph 19 of HKAS 39 in such a way that the arrangement does not qualify as a transfer of a financial asset. If the entity either continues to recognise all of the asset or continues to recognise the asset to the extent of the entity's continuing involvement (see HKAS 39, paragraphs 29 and 30) it shall disclose for each class of financial asset:~~

~~(i) — the nature of the assets;~~

~~(ii) — the nature of the risks and rewards of ownership to which the entity remains exposed;~~

~~(iii) — when the entity continues to recognise all of the asset, the carrying amounts of the asset and of the associated liability; and~~

~~(iv) — when the entity continues to recognise the asset to the extent of its continuing involvement, the total amount of the asset, the amount of the asset that the entity continues to recognise and the carrying amount of the associated liability.~~

### ~~Collateral~~

~~(b) — An entity shall disclose the carrying amount of financial assets pledged as collateral for liabilities, the carrying amount of financial assets pledged as collateral for contingent liabilities, and (consistently with paragraphs 60(a) and 63(g)) any material terms and conditions relating to assets pledged as collateral.~~

~~(e) — When an entity has accepted collateral that it is permitted to sell or repledge in the absence of default by the owner of the collateral, it shall disclose:~~

~~(i) — the fair value of the collateral accepted (financial and non-financial assets);~~

~~(ii) — the fair value of any such collateral sold or repledged and whether the entity has an obligation to return it; and~~

~~(iii) — any material terms and conditions associated with its use of this collateral (consistently with paragraphs 60(a) and 63(g)).~~

~~Compound financial instruments with multiple embedded derivatives~~

- ~~(d) If an entity has issued an instrument that contains both a liability and an equity component (see paragraph 28) and the instrument has multiple embedded derivative features whose values are interdependent (such as a callable convertible debt instrument), it shall disclose the existence of those features and the effective interest rate on the liability component (excluding any embedded derivatives that are accounted for separately).~~

~~Financial assets and financial liabilities at fair value through profit or loss (see also paragraph AG40)~~

- ~~(e) An entity shall disclose the carrying amounts of financial assets and financial liabilities that:~~
- ~~(i) are classified as held for trading; and~~
  - ~~(ii) were, upon initial recognition, designated by the entity as financial assets and financial liabilities at fair value through profit or loss (i.e. those that are not financial instruments classified as held for trading).~~
- ~~(f) If the entity has designated a financial liability as at fair value through profit or loss, it shall disclose:~~
- ~~(i) the amount of change in its fair value that is not attributable to changes in a benchmark interest rate (e.g. LIBOR); and~~
  - ~~(ii) the difference between its carrying amount and the amount the entity would be contractually required to pay at maturity to the holder of the obligation.~~

~~Reclassification~~

- ~~(g) If the entity has reclassified a financial asset as one measured at cost or amortised cost rather than at fair value (see HKAS 39, paragraph 54), it shall disclose the reason for that reclassification.~~

~~Income statement and equity~~

- ~~(h) An entity shall disclose material items of income, expense and gains and losses resulting from financial assets and financial liabilities, whether included in profit or loss or as a separate component of equity. For this purpose, the disclosure shall include at least the following items:~~
- ~~(i) total interest income and total interest expense (calculated using the effective interest method) for financial assets and financial liabilities that are not at fair value through profit or loss;~~
  - ~~(ii) for available-for-sale financial assets, the amount of any gain or loss recognised directly in equity during the period and the amount that was removed from equity and recognised in profit or loss for the period; and~~

~~(iii) — the amount of interest income accrued on impaired financial assets, in accordance with HKAS 39, paragraph AG93.~~

### ~~Impairment~~

~~(i) — An entity shall disclose the nature and amount of any impairment loss recognised in profit or loss for a financial asset, separately for each significant class of financial asset (paragraph 55 provides guidance for determining classes of financial assets).~~

### ~~Defaults and breaches~~

~~(j) — With respect to any defaults of principal, interest, sinking fund or redemption provisions during the period on loans payable recognised as at the balance sheet date, and any other breaches during the period of loan agreements when those breaches can permit the lender to demand repayment (except for breaches that are remedied, or in response to which the terms of the loan are renegotiated, on or before the balance sheet date), an entity shall disclose:~~

~~(i) — details of those breaches;~~

~~(ii) — the amount recognised as at the balance sheet date in respect of the loans payable on which the breaches occurred; and~~

~~(iii) — with respect to amounts disclosed under (ii), whether the default has been remedied or the terms of the loans payable renegotiated before the date the financial statements were authorised for issue.~~

95. For the purpose of disclosing information on breaches of loan agreements in accordance with paragraph 94(i), loans payable include issued debt instruments and financial liabilities other than short-term trade payables on normal credit terms. When such a breach occurred during the period, and the breach has not been remedied or the terms of the loan payable have not been renegotiated by the balance sheet date, the effect of the breach on the classification of the liability as current or non-current is determined under HKAS 1.<sup>†</sup>

## Effective Date

96. An entity shall apply this Standard for annual periods beginning on or after 1 January 2005. Earlier application is ~~not~~ permitted. An entity shall not apply this Standard for annual periods beginning before 1 January 2005 unless it also applies HKAS 39. If an entity applies this Standard for a period beginning before 1 January 2005, it shall disclose that fact.

97. This Standard shall be applied ~~on a prospective basis only, retrospectively, and accounting policies adopted in respect of each period presented shall be disclosed.~~ When comparative information for prior periods is not available when this Standard is first applied, such information need not be presented, but an entity shall disclose that fact.

## Withdrawal of Other Pronouncements

98. This Standard, together with HKAS 39 Financial Instruments: Recognition and Measurement, supersede SSAP 24 Accounting for Investments in Securities issued in 1999.\*

<sup>†</sup> Paragraphs 51-95 are deleted for annual periods beginning on or after 1 January 2007.

\* In October 2005 the Institute relocated all disclosures relating to financial instruments to HKFRS 7 *Financial Instruments: Disclosures*.

## Appendix A

### **Amendments to HKAS 32 and HKAS 1 *Puttable Financial Instruments and Obligations Arising on Liquidation* (issued in June 2008) - effective for annual periods beginning on or after 1 January 2009**

*The following sets out amendments required for this Standard resulting from amendments to HKAS 32 and HKAS 1 that are not yet effective. Once effective, the amendments set out below will be incorporated into the text of this Standard and this appendix will be deleted. In the amended paragraphs shown below, new text is underlined and deleted text is struck through.*

In paragraph 11 of the Standard, the definitions of a financial asset and a financial liability are amended and the definition of a puttable instrument is added after the definition of fair value (new text is underlined and deleted text is struck through).

### **Definitions (see also paragraphs AG3–AG23)**

#### **11. The following terms are used in this Standard with the meanings specified:**

...

**A *financial asset* is any asset that is:**

(a) ...

(d) **a contract that will or may be settled in the entity's own equity instruments and is:**

(i) ...

(ii) **a derivative that will or may be settled other than by the exchange of a fixed amount of cash or another financial asset for a fixed number of the entity's own equity instruments. For this purpose the entity's own equity instruments do not include puttable financial instruments classified as equity instruments in accordance with paragraphs 16A and 16B, instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation and are classified as equity instruments in accordance with paragraphs 16C and 16D, or instruments that are themselves contracts for the future receipt or delivery of the entity's own equity instruments.**

**A *financial liability* is any liability that is:**

(a) **a contractual obligation:**

(i) **to deliver cash or another financial asset to another entity; or**

- (ii) to exchange financial assets or financial liabilities with another entity under conditions that are potentially unfavourable to the entity; or
- (b) a contract that will or may be settled in the entity's own equity instruments and is:
- (i) a non-derivative for which the entity is or may be obliged to deliver a variable number of the entity's own equity instruments; or
  - (ii) a derivative that will or may be settled other than by the exchange of a fixed amount of cash or another financial asset for a fixed number of the entity's own equity instruments. For this purpose the entity's own equity instruments do not include puttable financial instruments that are classified as equity instruments in accordance with paragraphs 16A and 16B, instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation and are classified as equity instruments in accordance with paragraphs 16C and 16D, or instruments that are themselves contracts for the future receipt or delivery of the entity's own equity instruments.

As an exception, an instrument that meets the definition of a financial liability is classified as an equity instrument if it has all the features and meets the conditions in paragraphs 16A and 16B or paragraphs 16C and 16D.

...

A *puttable instrument* is a financial instrument that gives the holder the right to put the instrument back to the issuer for cash or another financial asset or is automatically put back to the issuer on the occurrence of an uncertain future event or the death or retirement of the instrument holder.

The heading before paragraph 15 and paragraph 16 are amended (new text is underlined and deleted text is struck through). After paragraph 16, a heading, paragraphs 16A and 16B, another heading, paragraphs 16C and 16D, another heading and paragraphs 16E and 16F are added.

## **Presentation**

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### **Liabilities and equity (see also paragraphs AG13–AG14J and AG25–AG29A)**

...

- 16 When an issuer applies the definitions in paragraph 11 to determine whether a financial instrument is an equity instrument rather than a financial liability, the instrument is an equity instrument if, and only if, both conditions (a) and (b) below are met.

- (a) ...
- (b) If the instrument will or may be settled in the issuer's own equity instruments, it is:
- (i) ...
- (ii) a derivative that will be settled only by the issuer exchanging a fixed amount of cash or another financial asset for a fixed number of its own equity instruments. For this purpose the issuer's own equity instruments do not include instruments that have all the features and meet the conditions described in paragraphs 16A and 16B or paragraphs 16C and 16D, or instruments that are themselves contracts for the future receipt or delivery of the issuer's own equity instruments.

A contractual obligation, including one arising from a derivative financial instrument, that will or may result in the future receipt or delivery of the issuer's own equity instruments, but does not meet conditions (a) and (b) above, is not an equity instrument. As an exception, an instrument that meets the definition of a financial liability is classified as an equity instrument if it has all the features and meets the conditions in paragraphs 16A and 16B or paragraphs 16C and 16D.

### **Puttable instruments**

- 16A A puttable financial instrument includes a contractual obligation for the issuer to repurchase or redeem that instrument for cash or another financial asset on exercise of the put. As an exception to the definition of a financial liability, an instrument that includes such an obligation is classified as an equity instrument if it has all the following features:
- (a) It entitles the holder to a pro rata share of the entity's net assets in the event of the entity's liquidation. The entity's net assets are those assets that remain after deducting all other claims on its assets. A pro rata share is determined by:
- (i) dividing the entity's net assets on liquidation into units of equal amount; and
- (ii) multiplying that amount by the number of the units held by the financial instrument holder.
- (b) The instrument is in the class of instruments that is subordinate to all other classes of instruments. To be in such a class the instrument:
- (i) has no priority over other claims to the assets of the entity on liquidation, and

- (ii) does not need to be converted into another instrument before it is in the class of instruments that is subordinate to all other classes of instruments.
- (c) All financial instruments in the class of instruments that is subordinate to all other classes of instruments have identical features. For example, they must all be puttable, and the formula or other method used to calculate the repurchase or redemption price is the same for all instruments in that class.
- (d) Apart from the contractual obligation for the issuer to repurchase or redeem the instrument for cash or another financial asset, the instrument does not include any contractual obligation to deliver cash or another financial asset to another entity, or to exchange financial assets or financial liabilities with another entity under conditions that are potentially unfavourable to the entity, and it is not a contract that will or may be settled in the entity's own equity instruments as set out in subparagraph (b) of the definition of a financial liability.
- (e) The total expected cash flows attributable to the instrument over the life of the instrument are based substantially on the profit or loss, the change in the recognised net assets or the change in the fair value of the recognised and unrecognised net assets of the entity over the life of the instrument (excluding any effects of the instrument).

16B For an instrument to be classified as an equity instrument, in addition to the instrument having all the above features, the issuer must have no other financial instrument or contract that has:

- (a) total cash flows based substantially on the profit or loss, the change in the recognised net assets or the change in the fair value of the recognised and unrecognised net assets of the entity (excluding any effects of such instrument or contract) and
- (b) the effect of substantially restricting or fixing the residual return to the puttable instrument holders.

For the purposes of applying this condition, the entity shall not consider non-financial contracts with a holder of an instrument described in paragraph 16A that have contractual terms and conditions that are similar to the contractual terms and conditions of an equivalent contract that might occur between a non-instrument holder and the issuing entity. If the entity cannot determine that this condition is met, it shall not classify the puttable instrument as an equity instrument.

**Instruments, or components of instruments, that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation**

16C Some financial instruments include a contractual obligation for the issuing entity to deliver to another entity a pro rata share of its net assets only on liquidation. The obligation arises because liquidation either is certain to occur and outside the control of the entity (for example, a limited life entity) or is uncertain to occur but is at the option of the instrument holder. As an exception to the definition of a financial liability, an instrument that includes such an obligation is classified as an equity instrument if it has all the following features:

- (a) It entitles the holder to a pro rata share of the entity's net assets in the event of the entity's liquidation. The entity's net assets are those assets that remain after deducting all other claims on its assets. A pro rata share is determined by:
- (i) dividing the net assets of the entity on liquidation into units of equal amount; and
  - (ii) multiplying that amount by the number of the units held by the financial instrument holder.
- (b) The instrument is in the class of instruments that is subordinate to all other classes of instruments. To be in such a class the instrument:
- (i) has no priority over other claims to the assets of the entity on liquidation, and
  - (ii) does not need to be converted into another instrument before it is in the class of instruments that is subordinate to all other classes of instruments.
- (c) All financial instruments in the class of instruments that is subordinate to all other classes of instruments must have an identical contractual obligation for the issuing entity to deliver a pro rata share of its net assets on liquidation.

16D For an instrument to be classified as an equity instrument, in addition to the instrument having all the above features, the issuer must have no other financial instrument or contract that has:

- (a) total cash flows based substantially on the profit or loss, the change in the recognised net assets or the change in the fair value of the recognised and unrecognised net assets of the entity (excluding any effects of such instrument or contract) and
- (b) the effect of substantially restricting or fixing the residual return to the instrument holders.

For the purposes of applying this condition, the entity shall not consider non-financial contracts with a holder of an instrument described in paragraph 16C that have contractual terms and conditions that are similar to the contractual terms and conditions of an equivalent contract that might occur between a non-instrument holder and the issuing entity. If the entity cannot determine that this condition is met, it shall not classify the instrument as an equity instrument.

**Reclassification of puttable instruments and instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation**

16E An entity shall classify a financial instrument as an equity instrument in accordance with paragraphs 16A and 16B or paragraphs 16C and 16D from the date when the instrument has all the features and meets the conditions set out in those paragraphs. An entity shall reclassify a financial instrument from the date when the instrument

ceases to have all the features or meet all the conditions set out in those paragraphs. For example, if an entity redeems all its issued non-puttable instruments and any puttable instruments that remain outstanding have all the features and meet all the conditions in paragraphs 16A and 16B, the entity shall reclassify the puttable instruments as equity instruments from the date when it redeems the non-puttable instruments.

16F An entity shall account as follows for the reclassification of an instrument in accordance with paragraph 16E:

- (a) It shall reclassify an equity instrument as a financial liability from the date when the instrument ceases to have all the features or meet the conditions in paragraphs 16A and 16B or paragraphs 16C and 16D. The financial liability shall be measured at the instrument's fair value at the date of reclassification. The entity shall recognise in equity any difference between the carrying value of the equity instrument and the fair value of the financial liability at the date of reclassification.
- (b) It shall reclassify a financial liability as equity from the date when the instrument has all the features and meets the conditions set out in paragraphs 16A and 16B or paragraphs 16C and 16D. An equity instrument shall be measured at the carrying value of the financial liability at the date of reclassification.

Paragraphs 17–19 are amended (new text is underlined and deleted text is struck through).

**No contractual obligation to deliver cash or another financial asset  
(paragraph 16(a))**

17 With the exception of the circumstances described in paragraphs 16A and 16B or paragraphs 16C and 16D, ~~A~~ critical feature in differentiating a financial liability from an equity instrument is the existence of a contractual obligation of one party to the financial instrument (the issuer) either to deliver cash or another financial asset to the other party (the holder) or to exchange financial assets or financial liabilities with the holder under conditions that are potentially unfavourable to the issuer. ...

18 The substance of a financial instrument, rather than its legal form, governs its classification in the entity's statement of financial position. Substance and legal form are commonly consistent, but not always. Some financial instruments take the legal form of equity but are liabilities in substance and others may combine features associated with equity instruments and features associated with financial liabilities. For example:

- (a) ...
- (b) a financial instrument that gives the holder the right to put it back to the issuer for cash or another financial asset (a 'puttable instrument') is a financial liability, except for those instruments classified as equity instruments in accordance with paragraphs 16A and 16B or paragraphs 16C

~~and 16D. This is so~~ The financial instrument is a financial liability even when the amount of cash or other financial assets is determined on the basis of an index or other item that has the potential to increase or decrease, ~~or when the legal form of the puttable instrument gives the holder a right to a residual interest in the assets of an issuer.~~ The existence of an option for the holder to put the instrument back to the issuer for cash or another financial asset means that the puttable instrument meets the definition of a financial liability, except for those instruments classified as equity instruments in accordance with paragraphs 16A and 16B or paragraphs 16C and 16D. For example, open-ended mutual funds, unit trusts, partnerships and some co-operative entities may provide their unitholders or members with a right to redeem their interests in the issuer at any time for cash ~~equal to their proportionate share of the asset value of the issuer,~~ which results in the unitholders' or members' interests being classified as financial liabilities, except for those instruments classified as equity instruments in accordance with paragraphs 16A and 16B or paragraphs 16C and 16D. However, classification as a financial liability does not preclude the use of descriptors such as 'net asset value attributable to unitholders' and 'change in net asset value attributable to unitholders' in the financial statements of an entity that has no contributed equity (such as some mutual funds and unit trusts, see Illustrative Example 7) or the use of additional disclosure to show that total members' interests comprise items such as reserves that meet the definition of equity and puttable instruments that do not (see Illustrative Example 8).

- 19 If an entity does not have an unconditional right to avoid delivering cash or another financial asset to settle a contractual obligation, the obligation meets the definition of a financial liability, except for those instruments classified as equity instruments in accordance with paragraphs 16A and 16B or paragraphs 16C and 16D. For example:

...

Paragraphs 22, 23 and 25 are amended (new text is underlined and deleted text is struck through). After paragraph 22, paragraph 22A is added.

#### **Settlement in the entity's own equity instruments (paragraph 16(b))**

- 22 Except as stated in paragraph 22A, ~~A~~ contract that will be settled by the entity (receiving or) delivering a fixed number of its own equity instruments in exchange for a fixed amount of cash or another financial asset is an equity instrument. For example, ...
- 22A If the entity's own equity instruments to be received, or delivered, by the entity upon settlement of a contract are puttable financial instruments with all the features and meeting the conditions described in paragraphs 16A and 16B, or instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation with all the features and meeting the conditions described in paragraphs 16C and 16D, the contract is a financial asset or a financial liability. This includes a contract that will be settled by the entity receiving or delivering a fixed number of such instruments in exchange for a fixed amount of cash or another financial asset.

- 23 With the exception of the circumstances described in paragraphs 16A and 16B or paragraphs 16C and 16D, A contract that contains an obligation for an entity to purchase its own equity instruments for cash or another financial asset gives rise to a financial liability for the present value of the redemption amount (for example, for the present value of the forward repurchase price, option exercise price or other redemption amount). This is the case even if the contract itself is an equity instrument. One example ...

### **Contingent settlement provisions**

- 25 A financial instrument may require the entity to deliver cash or another financial asset, or otherwise to settle it in such a way that it would be a financial liability, in the event of the occurrence or non-occurrence of uncertain future events (or on the outcome of uncertain circumstances) that are beyond the control of both the issuer and the holder of the instrument, such as a change in a stock market index, consumer price index, interest rate or taxation requirements, or the issuer's future revenues, net income or debt-to-equity ratio. The issuer of such an instrument does not have the unconditional right to avoid delivering cash or another financial asset (or otherwise to settle it in such a way that it would be a financial liability). Therefore, it is a financial liability of the issuer unless:
- (a) the part of the contingent settlement provision that could require settlement in cash or another financial asset (or otherwise in such a way that it would be a financial liability) is not genuine; ~~or~~
  - (b) the issuer can be required to settle the obligation in cash or another financial asset (or otherwise to settle it in such a way that it would be a financial liability) only in the event of liquidation of the issuer; ~~or~~
  - (c) the instrument has all the features and meets the conditions in paragraphs 16A and 16B.

Before paragraph 96, the heading is amended (new text is underlined). After paragraph 96, paragraphs 96A–96C are added. After paragraph 97B, paragraph 97C is added.

### **Effective date and transition**

- 96A *Puttable Financial Instruments and Obligations Arising on Liquidation* (Amendments to HKAS 32 and HKAS 1), issued in June 2008, required financial instruments that contain all the features and meet the conditions in paragraphs 16A and 16B or paragraphs 16C and 16D to be classified as an equity instrument, amended paragraphs 11, 16, 17–19, 22, 23, 25, AG13, AG14 and AG27, and inserted paragraphs 16A–16F, 22A, 96B, 96C, 97C, AG14A–AG14J and AG29A. An entity shall apply those amendments for annual periods beginning on or after 1 January 2009. Earlier application is permitted. If an entity applies the changes for an earlier period, it shall disclose that fact and apply the related amendments to HKAS 1, HKAS 39, HKFRS 7 and HK(IFRIC)-Int 2 at the same time.

- 96B *Puttable Financial Instruments and Obligations Arising on Liquidation* introduced a limited scope exception; therefore, an entity shall not apply the exception by analogy.
- 96C The classification of instruments under this exception shall be restricted to the accounting for such an instrument under HKAS 1, HKAS 32, HKAS 39 and HKFRS 7. The instrument shall not be considered an equity instrument under other guidance, for example HKFRS 2 *Share-based Payment*.
- 97C When applying the amendments described in paragraph 96A, an entity is required to split a compound financial instrument with an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation into separate liability and equity components. If the liability component is no longer outstanding, a retrospective application of those amendments to HKAS 32 would involve separating two components of equity. The first component would be in retained earnings and represent the cumulative interest accreted on the liability component. The other component would represent the original equity component. Therefore, an entity need not separate these two components if the liability component is no longer outstanding at the date of application of the amendments.

In the Appendix *Application Guidance*, paragraphs AG13 and AG14 are amended (new text is underlined and deleted text is struck through). After paragraph AG14, a heading, paragraphs AG14A–AG14D, another heading, paragraph AG14E, another heading, paragraphs AG14F–AG14I, another heading and paragraph AG14J are added.

## Equity instruments

- AG13 Examples of equity instruments include non-puttable ordinary shares, some puttable instruments (see paragraphs 16A and 16B), some instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation (see paragraphs 16C and 16D), some types of preference shares (see paragraphs AG25 and AG26), and warrants or written call options that allow the holder to subscribe for or purchase a fixed number of non-puttable ordinary shares in the issuing entity in exchange for a fixed amount of cash or another financial asset. An entity's obligation to issue or purchase a fixed number of its own equity instruments in exchange for a fixed amount of cash or another financial asset is an equity instrument of the entity (except as stated in paragraph 22A). However, if such a contract contains an obligation for the entity to pay cash or another financial asset (other than a contract classified as equity in accordance with paragraphs 16A and 16B or paragraphs 16C and 16D), it also gives rise to a liability for the present value of the redemption amount (see paragraph AG27(a)). An issuer of non-puttable ordinary shares assumes a liability when it formally acts to make a distribution and becomes legally obligated to the shareholders to do so. This may be the case following the declaration of a dividend or when the entity is being wound up and any assets remaining after the satisfaction of liabilities become distributable to shareholders.

AG14 A purchased call option or other similar contract acquired by an entity that gives it the right to reacquire a fixed number of its own equity instruments in exchange for delivering a fixed amount of cash or another financial asset is not a financial asset of the entity (except as stated in paragraph 22A). Instead, any consideration paid for such a contract is deducted from equity.

**The class of instruments that is subordinate to all other classes (paragraphs 16A(b) and 16C(b))**

AG14A One of the features of paragraphs 16A and 16C is that the financial instrument is in the class of instruments that is subordinate to all other classes.

AG14B When determining whether an instrument is in the subordinate class, an entity evaluates the instrument's claim on liquidation as if it were to liquidate on the date when it classifies the instrument. An entity shall reassess the classification if there is a change in relevant circumstances. For example, if the entity issues or redeems another financial instrument, this may affect whether the instrument in question is in the class of instruments that is subordinate to all other classes.

AG14C An instrument that has a preferential right on liquidation of the entity is not an instrument with an entitlement to a pro rata share of the net assets of the entity. For example, an instrument has a preferential right on liquidation if it entitles the holder to a fixed dividend on liquidation, in addition to a share of the entity's net assets, when other instruments in the subordinate class with a right to a pro rata share of the net assets of the entity do not have the same right on liquidation.

AG14D If an entity has only one class of financial instruments, that class shall be treated as if it were subordinate to all other classes.

**Total expected cash flows attributable to the instrument over the life of the instrument (paragraph 16A(e))**

AG14E The total expected cash flows of the instrument over the life of the instrument must be substantially based on the profit or loss, change in the recognised net assets or fair value of the recognised and unrecognised net assets of the entity over the life of the instrument. Profit or loss and the change in the recognised net assets shall be measured in accordance with relevant HKFRSs.

**Transactions entered into by an instrument holder other than as owner of the entity (paragraphs 16A and 16C)**

AG14F The holder of a puttable financial instrument or an instrument that imposes on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation may enter into transactions with the entity in a role other than that of an owner. For example, an instrument holder may also be an employee of the entity. Only the cash flows and the contractual terms and conditions of the instrument that relate to the instrument holder as an owner of the entity shall be considered when assessing whether the instrument should be classified as equity under paragraph 16A or paragraph 16C.

AG14G An example is a limited partnership that has limited and general partners. Some general partners may provide a guarantee to the entity and may be remunerated for providing that guarantee. In such situations, the guarantee and the associated cash flows relate to the instrument holders in their role as guarantors and not in their roles as owners of the entity. Therefore, such a guarantee and the associated cash flows would not result in the general partners being considered subordinate to the limited partners, and would be disregarded when assessing whether the contractual terms of the limited partnership instruments and the general partnership instruments are identical.

AG14H Another example is a profit or loss sharing arrangement that allocates profit or loss to the instrument holders on the basis of services rendered or business generated during the current and previous years. Such arrangements are transactions with instrument holders in their role as non-owners and should not be considered when assessing the features listed in paragraph 16A or paragraph 16C. However, profit or loss sharing arrangements that allocate profit or loss to instrument holders based on the nominal amount of their instruments relative to others in the class represent transactions with the instrument holders in their roles as owners and should be considered when assessing the features listed in paragraph 16A or paragraph 16C.

AG14I The cash flows and contractual terms and conditions of a transaction between the instrument holder (in the role as a non-owner) and the issuing entity must be similar to an equivalent transaction that might occur between a non-instrument holder and the issuing entity.

**No other financial instrument or contract with total cash flows that substantially fixes or restricts the residual return to the instrument holder (paragraphs 16B and 16D)**

AG14J A condition for classifying as equity a financial instrument that otherwise meets the criteria in paragraph 16A or paragraph 16C is that the entity has no other financial instrument or contract that has (a) total cash flows based substantially on the profit or loss, the change in the recognised net assets or the change in the fair value of the recognised and unrecognised net assets of the entity and (b) the effect of substantially restricting or fixing the residual return. The following instruments, when entered into on normal commercial terms with unrelated parties, are unlikely to prevent instruments that otherwise meet the criteria in paragraph 16A or paragraph 16C from being classified as equity:

- (a) instruments with total cash flows substantially based on specific assets of the entity.
- (b) instruments with total cash flows based on a percentage of revenue.
- (c) contracts designed to reward individual employees for services rendered to the entity.
- (d) contracts requiring the payment of an insignificant percentage of profit for services rendered or goods provided.

Paragraph AG27 is amended (new text is underlined) and after paragraph AG29, paragraph AG29A is added.

AG27 The following examples illustrate how to classify different types of contracts on an entity's own equity instruments:

- (a) A contract that will be settled by the entity receiving or delivering a fixed number of its own shares for no future consideration, or exchanging a fixed number of its own shares for a fixed amount of cash or another financial asset, is an equity instrument (except as stated in paragraph 22A). Accordingly, any consideration received or paid for such a contract is added directly to or deducted directly from equity. One example is an issued share option that gives the counterparty a right to buy a fixed number of the entity's shares for a fixed amount of cash. However, if the contract requires the entity to purchase (redeem) its own shares for cash or another financial asset at a fixed or determinable date or on demand, the entity also recognises a financial liability for the present value of the redemption amount (with the exception of instruments that have all the features and meet the conditions in paragraphs 16A and 16B or paragraphs 16C and 16D). One example is an entity's obligation under a forward contract to repurchase a fixed number of its own shares for a fixed amount of cash.
- (b) An entity's obligation to purchase its own shares for cash gives rise to a financial liability for the present value of the redemption amount even if the number of shares that the entity is obliged to repurchase is not fixed or if the obligation is conditional on the counterparty exercising a right to redeem (except as stated in paragraphs 16A and 16B or paragraphs 16C and 16D). One example of a conditional obligation is an issued option that requires the entity to repurchase its own shares for cash if the counterparty exercises the option.
- (c) A contract that will be settled in cash or another financial asset is a financial asset or financial liability even if the amount of cash or another financial asset that will be received or delivered is based on changes in the market price of the entity's own equity (except as stated in paragraphs 16A and 16B or paragraphs 16C and 16D). One example is a net cash-settled share option.
- (d) ...

AG29A Some types of instruments that impose a contractual obligation on the entity are classified as equity instruments in accordance with paragraphs 16A and 16B or paragraphs 16C and 16D. Classification in accordance with those paragraphs is an exception to the principles otherwise applied in this Standard to the classification of an instrument. This exception is not extended to the classification of non-controlling interests in the consolidated financial statements. Therefore, instruments classified as equity instruments in accordance with either paragraphs 16A and 16B or paragraphs 16C and 16D in the separate or individual financial statements that are non-controlling interests are classified as liabilities in the consolidated financial statements of the group.

## Appendix **B**

### Amendments resulting from other HKFRSs

*The following sets out amendments required for this Standard resulting from other newly issued HKFRSs that are not yet effective. Once effective, the amendments set out below will be incorporated into the text of this Standard and this appendix will be deleted. In the amended paragraphs shown below, new text is underlined and deleted text is struck through.*

#### **HKAS 1 *Presentation of Financial Statements* (issued in December 2007) - effective for annual periods beginning on or after 1 January 2009**

In paragraph 18, ‘on the entity’s balance sheet’ is amended to ‘in the entity’s statement of financial position’.

In paragraph 29, last sentence, ‘on its balance sheet’ is amended to ‘in its statement of financial position’.

In paragraph 40, ‘income statement’ is amended to ‘statement of comprehensive income or separate income statement (if presented)’ (twice).

Paragraph 97A is added as follows:

**97A** **HKAS 1 (as revised in 2007) amended the terminology used throughout HKFRSs. In addition it amended paragraph 40. An entity shall apply those amendments for annual periods beginning on or after 1 January 2009. If an entity applies HKAS 1 (revised 2007) for an earlier period, the amendments shall be applied for that earlier period.**

The Application Guidance is amended as described below.

In paragraph AG31, ‘on the balance sheet’ is amended to ‘in the statement of financial position’.

In paragraph AG39, ‘on an entity’s balance sheet’ is amended to ‘in an entity’s statement of financial position’.

**HKFRS 3 *Business Combinations* (issued in March 2008) - effective for annual periods beginning on or after 1 July 2009**

Paragraph 4(c) is deleted.

Paragraph 97B is added as follows:

**97B** HKFRS 3 (as revised in 2008) deleted paragraph 4(c). An entity shall apply that amendment for annual periods beginning on or after 1 July 2009. If an entity applies HKFRS 3 (revised 2008) for an earlier period, the amendment shall also be applied for that earlier period.

**HKAS 27 *Consolidated and Separate Financial Statements* (issued in March 2008) - effective for annual periods beginning on or after 1 July 2009**

References to '[a] minority interest' or 'minority interests' are amended to 'non-controlling interests' in paragraph AG29.

## Appendix **C**

### **Comparison with International Accounting Standards**

This comparison appendix, which was prepared as at 20 April 2004 and deals only with significant differences in the standards extant, is produced for information only and does not form part of the standards in HKAS 32.

The International Accounting Standard comparable with HKAS 32 is IAS 32 *Financial Instruments: Presentation*.

There are no major textual differences between HKAS 32 and IAS 32.

## Appendix

### Application Guidance

#### **HKAS 32 *Financial Instruments: ~~Disclosure and~~ Presentation***

*This appendix is an integral part of the Standard.*

- AG1. This Application Guidance explains the application of particular aspects of the Standard.
- AG2. The Standard does not deal with the recognition or measurement of financial instruments. Requirements about the recognition and measurement of financial assets and financial liabilities are set out in HKAS 39 *Financial Instruments: Recognition and Measurement*.

### Definitions (paragraphs 11-14)

#### **Financial Assets and Financial Liabilities**

- AG3. Currency (cash) is a financial asset because it represents the medium of exchange and is therefore the basis on which all transactions are measured and recognised in financial statements. A deposit of cash with a bank or similar financial institution is a financial asset because it represents the contractual right of the depositor to obtain cash from the institution or to draw a cheque or similar instrument against the balance in favour of a creditor in payment of a financial liability.
- AG4. Common examples of financial assets representing a contractual right to receive cash in the future and corresponding financial liabilities representing a contractual obligation to deliver cash in the future are:
- (a) trade accounts receivable and payable;
  - (b) notes receivable and payable;
  - (c) loans receivable and payable; and
  - (d) bonds receivable and payable.

In each case, one party's contractual right to receive (or obligation to pay) cash is matched by the other party's corresponding obligation to pay (or right to receive).

- AG5. Another type of financial instrument is one for which the economic benefit to be received or given up is a financial asset other than cash. For example, a note payable in government bonds gives the holder the contractual right to receive and the issuer the contractual obligation to deliver government bonds, not cash. The bonds are financial assets because they represent obligations of the issuing government to pay cash. The note is, therefore, a financial asset of the note holder and a financial liability of the note issuer.
- AG6. 'Perpetual' debt instruments (such as 'perpetual' bonds, debentures and capital notes) normally provide the holder with the contractual right to receive payments on account of interest at fixed dates extending into the indefinite future, either with no right to receive a return of principal or a right to a return of principal under terms that make it very unlikely or very far in the future. For example, an entity may issue a financial

instrument requiring it to make annual payments in perpetuity equal to a stated interest rate of 8 per cent applied to a stated par or principal amount of CU1,000.\* Assuming 8 per cent to be the market rate of interest for the instrument when issued, the issuer assumes a contractual obligation to make a stream of future interest payments having a fair value (present value) of CU1,000 on initial recognition. The holder and issuer of the instrument have a financial asset and a financial liability, respectively.

- AG7. A contractual right or contractual obligation to receive, deliver or exchange financial instruments is itself a financial instrument. A chain of contractual rights or contractual obligations meets the definition of a financial instrument if it will ultimately lead to the receipt or payment of cash or to the acquisition or issue of an equity instrument.
- AG8. The ability to exercise a contractual right or the requirement to satisfy a contractual obligation may be absolute, or it may be contingent on the occurrence of a future event. For example, a financial guarantee is a contractual right of the lender to receive cash from the guarantor, and a corresponding contractual obligation of the guarantor to pay the lender, if the borrower defaults. The contractual right and obligation exist because of a past transaction or event (assumption of the guarantee), even though the lender's ability to exercise its right and the requirement for the guarantor to perform under its obligation are both contingent on a future act of default by the borrower. A contingent right and obligation meet the definition of a financial asset and a financial liability, even though such assets and liabilities are not always recognised in the financial statements. [Some of these contingent rights and obligations may be insurance contracts within the scope of HKFRS4.](#)
- AG9. Under HKAS 17 *Leases* a finance lease is regarded as primarily an entitlement of the lessor to receive, and an obligation of the lessee to pay, a stream of payments that are substantially the same as blended payments of principal and interest under a loan agreement. The lessor accounts for its investment in the amount receivable under the lease contract rather than the leased asset itself. An operating lease, on the other hand, is regarded as primarily an uncompleted contract committing the lessor to provide the use of an asset in future periods in exchange for consideration similar to a fee for a service. The lessor continues to account for the leased asset itself rather than any amount receivable in the future under the contract. Accordingly, a finance lease is regarded as a financial instrument and an operating lease is not regarded as a financial instrument (except as regards individual payments currently due and payable).
- AG10. Physical assets (such as inventories, property, plant and equipment), leased assets and intangible assets (such as patents and trademarks) are not financial assets. Control of such physical and intangible assets creates an opportunity to generate an inflow of cash or another financial asset, but it does not give rise to a present right to receive cash or another financial asset.
- AG11. Assets (such as prepaid expenses) for which the future economic benefit is the receipt of goods or services, rather than the right to receive cash or another financial asset, are not financial assets. Similarly, items such as deferred revenue and most warranty obligations are not financial liabilities because the outflow of economic benefits associated with them is the delivery of goods and services rather than a contractual obligation to pay cash or another financial asset.

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\* In this guidance, monetary amounts are denominated in 'currency units' (CU).

AG12. Liabilities or assets that are not contractual (such as income taxes that are created as a result of statutory requirements imposed by governments) are not financial liabilities or financial assets. Accounting for income taxes is dealt with in HKAS 12 *Income Taxes*. Similarly, constructive obligations, as defined in HKAS 37 *Provisions, Contingent Liabilities and Contingent Assets*, do not arise from contracts and are not financial liabilities.

## Equity Instruments

AG13. Examples of equity instruments include non-puttable ordinary shares, some types of preference shares (see paragraphs AG25 and AG26), and warrants or written call options that allow the holder to subscribe for or purchase a fixed number of non-puttable ordinary shares in the issuing entity in exchange for a fixed amount of cash or another financial asset. An entity's obligation to issue or purchase a fixed number of its own equity instruments in exchange for a fixed amount of cash or another financial asset is an equity instrument of the entity. However, if such a contract contains an obligation for the entity to pay cash or another financial asset, it also gives rise to a liability for the present value of the redemption amount (see paragraph AG27(a)). An issuer of non-puttable ordinary shares assumes a liability when it formally acts to make a distribution and becomes legally obligated to the shareholders to do so. This may be the case following the declaration of a dividend or when the entity is being wound up and any assets remaining after the satisfaction of liabilities become distributable to shareholders.

AG14. A purchased call option or other similar contract acquired by an entity that gives it the right to reacquire a fixed number of its own equity instruments in exchange for delivering a fixed amount of cash or another financial asset is not a financial asset of the entity. Instead, any consideration paid for such a contract is deducted from equity.

## Derivative Financial Instruments

AG15. Financial instruments include primary instruments (such as receivables, payables and equity instruments) and derivative financial instruments (such as financial options, futures and forwards, interest rate swaps and currency swaps). Derivative financial instruments meet the definition of a financial instrument and, accordingly, are within the scope of this Standard.

AG16. Derivative financial instruments create rights and obligations that have the effect of transferring between the parties to the instrument one or more of the financial risks inherent in an underlying primary financial instrument. On inception, derivative financial instruments give one party a contractual right to exchange financial assets or financial liabilities with another party under conditions that are potentially favourable, or a contractual obligation to exchange financial assets or financial liabilities with another party under conditions that are potentially unfavourable. However, they generally\* do not result in a transfer of the underlying primary financial instrument on inception of the contract, nor does such a transfer necessarily take place on maturity of the contract. Some instruments embody both a right and an obligation to make an exchange. Because the terms of the exchange are determined on inception of the derivative instrument, as prices in financial markets change those terms may become either favourable or unfavourable.

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\* This is true of most, but not all derivatives, e.g. in some cross-currency interest rate swaps principal is exchanged on inception (and re-exchanged on maturity).

- AG17. A put or call option to exchange financial assets or financial liabilities (i.e. financial instruments other than an entity's own equity instruments) gives the holder a right to obtain potential future economic benefits associated with changes in the fair value of the financial instrument underlying the contract. Conversely, the writer of an option assumes an obligation to forgo potential future economic benefits or bear potential losses of economic benefits associated with changes in the fair value of the underlying financial instrument. The contractual right of the holder and obligation of the writer meet the definition of a financial asset and a financial liability, respectively. The financial instrument underlying an option contract may be any financial asset, including shares in other entities and interest-bearing instruments. An option may require the writer to issue a debt instrument, rather than transfer a financial asset, but the instrument underlying the option would constitute a financial asset of the holder if the option were exercised. The option-holder's right to exchange the financial asset under potentially favourable conditions and the writer's obligation to exchange the financial asset under potentially unfavourable conditions are distinct from the underlying financial asset to be exchanged upon exercise of the option. The nature of the holder's right and of the writer's obligation are not affected by the likelihood that the option will be exercised.
- AG18. Another example of a derivative financial instrument is a forward contract to be settled in six months' time in which one party (the purchaser) promises to deliver CU1,000,000 cash in exchange for CU1,000,000 face amount of fixed rate government bonds, and the other party (the seller) promises to deliver CU1,000,000 face amount of fixed rate government bonds in exchange for CU1,000,000 cash. During the six months, both parties have a contractual right and a contractual obligation to exchange financial instruments. If the market price of the government bonds rises above CU1,000,000, the conditions will be favourable to the purchaser and unfavourable to the seller; if the market price falls below CU1,000,000, the effect will be the opposite. The purchaser has a contractual right (a financial asset) similar to the right under a call option held and a contractual obligation (a financial liability) similar to the obligation under a put option written; the seller has a contractual right (a financial asset) similar to the right under a put option held and a contractual obligation (a financial liability) similar to the obligation under a call option written. As with options, these contractual rights and obligations constitute financial assets and financial liabilities separate and distinct from the underlying financial instruments (the bonds and cash to be exchanged). Both parties to a forward contract have an obligation to perform at the agreed time, whereas performance under an option contract occurs only if and when the holder of the option chooses to exercise it.
- AG19. Many other types of derivative instruments embody a right or obligation to make a future exchange, including interest rate and currency swaps, interest rate caps, collars and floors, loan commitments, note issuance facilities and letters of credit. An interest rate swap contract may be viewed as a variation of a forward contract in which the parties agree to make a series of future exchanges of cash amounts, one amount calculated with reference to a floating interest rate and the other with reference to a fixed interest rate. Futures contracts are another variation of forward contracts, differing primarily in that the contracts are standardised and traded on an exchange.

### **Contracts to Buy or Sell Non-Financial Items (paragraphs 8-10)**

- AG20. Contracts to buy or sell non-financial items do not meet the definition of a financial instrument because the contractual right of one party to receive a non-financial asset or service and the corresponding obligation of the other party do not establish a present right or obligation of either party to receive, deliver or exchange a financial

asset. For example, contracts that provide for settlement only by the receipt or delivery of a non-financial item (e.g. an option, futures or forward contract on silver) are not financial instruments. Many commodity contracts are of this type. Some are standardised in form and traded on organised markets in much the same fashion as some derivative financial instruments. For example, a commodity futures contract may be bought and sold readily for cash because it is listed for trading on an exchange and may change hands many times. However, the parties buying and selling the contract are, in effect, trading the underlying commodity. The ability to buy or sell a commodity contract for cash, the ease with which it may be bought or sold and the possibility of negotiating a cash settlement of the obligation to receive or deliver the commodity do not alter the fundamental character of the contract in a way that creates a financial instrument. Nevertheless, some contracts to buy or sell non-financial items that can be settled net or by exchanging financial instruments, or in which the non-financial item is readily convertible to cash, are within the scope of the Standard as if they were financial instruments (see paragraph 8).

- AG21. A contract that involves the receipt or delivery of physical assets does not give rise to a financial asset of one party and a financial liability of the other party unless any corresponding payment is deferred past the date on which the physical assets are transferred. Such is the case with the purchase or sale of goods on trade credit.
- AG22. Some contracts are commodity-linked, but do not involve settlement through the physical receipt or delivery of a commodity. They specify settlement through cash payments that are determined according to a formula in the contract, rather than through payment of fixed amounts. For example, the principal amount of a bond may be calculated by applying the market price of oil prevailing at the maturity of the bond to a fixed quantity of oil. The principal is indexed by reference to a commodity price, but is settled only in cash. Such a contract constitutes a financial instrument.
- AG23. The definition of a financial instrument also encompasses a contract that gives rise to a non-financial asset or non-financial liability in addition to a financial asset or financial liability. Such financial instruments often give one party an option to exchange a financial asset for a non-financial asset. For example, an oil-linked bond may give the holder the right to receive a stream of fixed periodic interest payments and a fixed amount of cash on maturity, with the option to exchange the principal amount for a fixed quantity of oil. The desirability of exercising this option will vary from time to time depending on the fair value of oil relative to the exchange ratio of cash for oil (the exchange price) inherent in the bond. The intentions of the bondholder concerning the exercise of the option do not affect the substance of the component assets. The financial asset of the holder and the financial liability of the issuer make the bond a financial instrument, regardless of the other types of assets and liabilities also created.
- AG24. ~~Although the Standard was not developed to apply to commodity or other contracts that do not satisfy the definition of a financial instrument or fall within paragraph 8, entities may regard it as appropriate to apply the relevant disclosure requirements of this Standard to such contracts. [\[Deleted\]](#).~~

## Presentation

### Liabilities and Equity (paragraphs 15-27)

#### No Contractual Obligation to Deliver Cash or Another Financial Asset (paragraphs 17-20)

AG25. Preference shares may be issued with various rights. In determining whether a preference share is a financial liability or an equity instrument, an issuer assesses the particular rights attaching to the share to determine whether it exhibits the fundamental characteristic of a financial liability. For example, a preference share that provides for redemption on a specific date or at the option of the holder contains a financial liability because the issuer has an obligation to transfer financial assets to the holder of the share. The potential inability of an issuer to satisfy an obligation to redeem a preference share when contractually required to do so, whether because of a lack of funds, a statutory restriction or insufficient profits or reserves, does not negate the obligation. An option of the issuer to redeem the shares for cash does not satisfy the definition of a financial liability because the issuer does not have a present obligation to transfer financial assets to the shareholders. In this case, redemption of the shares is solely at the discretion of the issuer. An obligation may arise, however, when the issuer of the shares exercises its option, usually by formally notifying the shareholders of an intention to redeem the shares.

AG26. When preference shares are non-redeemable, the appropriate classification is determined by the other rights that attach to them. Classification is based on an assessment of the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument. When distributions to holders of the preference shares, whether cumulative or non-cumulative, are at the discretion of the issuer, the shares are equity instruments. The classification of a preference share as an equity instrument or a financial liability is not affected by, for example:

- (a) a history of making distributions;
- (b) an intention to make distributions in the future;
- (c) a possible negative impact on the price of ordinary shares of the issuer if distributions are not made (because of restrictions on paying dividends on the ordinary shares if dividends are not paid on the preference shares);
- (d) the amount of the issuer's reserves;
- (e) an issuer's expectation of a profit or loss for a period; or
- (f) an ability or inability of the issuer to influence the amount of its profit or loss for the period.

#### Settlement in the Entity's Own Equity Instruments (paragraphs 21-24)

AG27. The following examples illustrate how to classify different types of contracts on an entity's own equity instruments:

- (a) A contract that will be settled by the entity receiving or delivering a fixed number of its own shares for no future consideration, or exchanging a fixed number of its own shares for a fixed amount of cash or another financial asset,

is an equity instrument. Accordingly, any consideration received or paid for such a contract is added directly to or deducted directly from equity. One example is an issued share option that gives the counterparty a right to buy a fixed number of the entity's shares for a fixed amount of cash. However, if the contract requires the entity to purchase (redeem) its own shares for cash or another financial asset at a fixed or determinable date or on demand, the entity also recognises a financial liability for the present value of the redemption amount. One example is an entity's obligation under a forward contract to repurchase a fixed number of its own shares for a fixed amount of cash.

- (b) An entity's obligation to purchase its own shares for cash gives rise to a financial liability for the present value of the redemption amount even if the number of shares that the entity is obliged to repurchase is not fixed or if the obligation is conditional on the counterparty exercising a right to redeem. One example of a conditional obligation is an issued option that requires the entity to repurchase its own shares for cash if the counterparty exercises the option.
- (c) A contract that will be settled in cash or another financial asset is a financial asset or financial liability even if the amount of cash or another financial asset that will be received or delivered is based on changes in the market price of the entity's own equity. One example is a net cash-settled share option.
- (d) A contract that will be settled in a variable number of the entity's own shares whose value equals a fixed amount or an amount based on changes in an underlying variable (e.g. a commodity price) is a financial asset or a financial liability. An example is a written option to buy gold that, if exercised, is settled net in the entity's own instruments by the entity delivering as many of those instruments as are equal to the value of the option contract. Such a contract is a financial asset or financial liability even if the underlying variable is the entity's own share price rather than gold. Similarly, a contract that will be settled in a fixed number of the entity's own shares, but the rights attaching to those shares will be varied so that the settlement value equals a fixed amount or an amount based on changes in an underlying variable, is a financial asset or a financial liability.

### **Contingent Settlement Provisions (paragraph 25)**

AG28. Paragraph 25 requires that if a part of a contingent settlement provision that could require settlement in cash or another financial asset (or in another way that would result in the instrument being a financial liability) is not genuine, the settlement provision does not affect the classification of a financial instrument. Thus, a contract that requires settlement in cash or a variable number of the entity's own shares only on the occurrence of an event that is extremely rare, highly abnormal and very unlikely to occur is an equity instrument. Similarly, settlement in a fixed number of an entity's own shares may be contractually precluded in circumstances that are outside the control of the entity, but if these circumstances have no genuine possibility of occurring, classification as an equity instrument is appropriate.

## Treatment in Consolidated Financial Statements

AG29. In consolidated financial statements, an entity presents minority interests—i.e. the interests of other parties in the equity and income of its subsidiaries—in accordance with HKAS 1 *Presentation of Financial Statements* and HKAS 27 *Consolidated and Separate Financial Statements*. When classifying a financial instrument (or a component of it) in consolidated financial statements, an entity considers all terms and conditions agreed between members of the group and the holders of the instrument in determining whether the group as a whole has an obligation to deliver cash or another financial asset in respect of the instrument or to settle it in a manner that results in liability classification. When a subsidiary in a group issues a financial instrument and a parent or other group entity agrees additional terms directly with the holders of the instrument (e.g. a guarantee), the group may not have discretion over distributions or redemption. Although the subsidiary may appropriately classify the instrument without regard to these additional terms in its individual financial statements, the effect of other agreements between members of the group and the holders of the instrument is considered in order to ensure that consolidated financial statements reflect the contracts and transactions entered into by the group as a whole. To the extent that there is such an obligation or settlement provision, the instrument (or the component of it that is subject to the obligation) is classified as a financial liability in consolidated financial statements.

## Compound Financial Instruments (paragraphs 28-32)

AG30. Paragraph 28 applies only to issuers of non-derivative compound financial instruments. Paragraph 28 does not deal with compound financial instruments from the perspective of holders. HKAS 39 deals with the separation of embedded derivatives from the perspective of holders of compound financial instruments that contain debt and equity features.

AG31. A common form of compound financial instrument is a debt instrument with an embedded conversion option, such as a bond convertible into ordinary shares of the issuer, and without any other embedded derivative features. Paragraph 28 requires the issuer of such a financial instrument to present the liability component and the equity component separately on the balance sheet, as follows:

- (a) The issuer's obligation to make scheduled payments of interest and principal is a financial liability that exists as long as the instrument is not converted. On initial recognition, the fair value of the liability component is the present value of the contractually determined stream of future cash flows discounted at the rate of interest applied at that time by the market to instruments of comparable credit status and providing substantially the same cash flows, on the same terms, but without the conversion option.
- (b) The equity instrument is an embedded option to convert the liability into equity of the issuer. The fair value of the option comprises its time value and its intrinsic value, if any. This option has value on initial recognition even when it is out of the money.

AG32. On conversion of a convertible instrument at maturity, the entity derecognises the liability component and recognises it as equity. The original equity component remains as equity (although it may be transferred from one line item within equity to another). There is no gain or loss on conversion at maturity.

- AG33. When an entity extinguishes a convertible instrument before maturity through an early redemption or repurchase in which the original conversion privileges are unchanged, the entity allocates the consideration paid and any transaction costs for the repurchase or redemption to the liability and equity components of the instrument at the date of the transaction. The method used in allocating the consideration paid and transaction costs to the separate components is consistent with that used in the original allocation to the separate components of the proceeds received by the entity when the convertible instrument was issued, in accordance with paragraphs 28-32.
- AG34. Once the allocation of the consideration is made, any resulting gain or loss is treated in accordance with accounting principles applicable to the related component, as follows:
- (a) the amount of gain or loss relating to the liability component is recognised in profit or loss; and
  - (b) the amount of consideration relating to the equity component is recognised in equity.
- AG35. An entity may amend the terms of a convertible instrument to induce early conversion, for example by offering a more favourable conversion ratio or paying other additional consideration in the event of conversion before a specified date. The difference, at the date the terms are amended, between the fair value of the consideration the holder receives on conversion of the instrument under the revised terms and the fair value of the consideration the holder would have received under the original terms is recognised as a loss in profit or loss.

### **Treasury Shares (paragraphs 33 and 34)**

- AG36. An entity's own equity instruments are not recognised as a financial asset regardless of the reason for which they are reacquired. Paragraph 33 requires an entity that reacquires its own equity instruments to deduct those equity instruments from equity. However, when an entity holds its own equity on behalf of others, e.g. a financial institution holding its own equity on behalf of a client, there is an agency relationship and as a result those holdings are not included in the entity's balance sheet.

### **Interest, Dividends, Losses and Gains (paragraphs 35-41)**

- AG37. The following example illustrates the application of paragraph 35 to a compound financial instrument. Assume that a non-cumulative preference share is mandatorily redeemable for cash in five years, but that dividends are payable at the discretion of the entity before the redemption date. Such an instrument is a compound financial instrument, with the liability component being the present value of the redemption amount. The unwinding of the discount on this component is recognised in profit or loss and classified as interest expense. Any dividends paid relate to the equity component and, accordingly, are recognised as a distribution of profit or loss. A similar treatment would apply if the redemption was not mandatory but at the option of the holder, or if the share was mandatorily convertible into a variable number of ordinary shares calculated to equal a fixed amount or an amount based on changes in an underlying variable (e.g. commodity). However, if any unpaid dividends are added to the redemption amount, the entire instrument is a liability. In such a case, any dividends are classified as interest expense.

## Offsetting a Financial Asset and a Financial Liability (paragraphs 42-50)

AG38. To offset a financial asset and a financial liability, an entity must have a currently enforceable legal right to set off the recognised amounts. An entity may have a conditional right to set off recognised amounts, such as in a master netting agreement or in some forms of non-recourse debt, but such rights are enforceable only on the occurrence of some future event, usually a default of the counterparty. Thus, such an arrangement does not meet the conditions for offset.

AG39. The Standard does not provide special treatment for so-called ‘synthetic instruments’, which are groups of separate financial instruments acquired and held to emulate the characteristics of another instrument. For example, a floating rate long-term debt combined with an interest rate swap that involves receiving floating payments and making fixed payments synthesises a fixed rate long-term debt. Each of the individual financial instruments that together constitute a ‘synthetic instrument’ represents a contractual right or obligation with its own terms and conditions and each may be transferred or settled separately. Each financial instrument is exposed to risks that may differ from the risks to which other financial instruments are exposed. Accordingly, when one financial instrument in a ‘synthetic instrument’ is an asset and another is a liability, they are not offset and presented on an entity’s balance sheet on a net basis unless they meet the criteria for offsetting in paragraph 42. ~~Disclosures are provided about the significant terms and conditions of each financial instrument, although an entity may indicate in addition the nature of the relationship between the individual instruments (see paragraph 65).~~

### ~~Disclosure~~

### ~~Financial Assets and Financial Liabilities at Fair Value Through Profit or Loss (paragraph 94(f))~~

~~AG40. [Deleted]. If an entity designates a financial liability as at fair value through profit or loss, it is required to disclose the amount of change in the fair value of the liability that is not attributable to changes in a benchmark interest rate (e.g. LIBOR). For a liability whose fair value is determined on the basis of an observed market price, this amount can be estimated as follows:~~

- ~~(a) — First, the entity computes the liability’s internal rate of return at the start of the period using the observed market price of the liability and the liability’s contractual cash flows at the start of the period. It deducts from this rate of return the benchmark interest rate at the start of the period, to arrive at an instrument specific component of the internal rate of return.~~
- ~~(b) — Next, the entity calculates the present value of the liability using the liability’s contractual cash flows at the start of the period and a discount rate equal to the sum of the benchmark interest rate at the end of the period and the instrument specific component of the internal rate of return at the start of the period as determined in (a).~~
- ~~(c) — The amount determined in (b) is then decreased for any cash paid on the liability during the period and increased to reflect the increase in fair value that arises because the contractual cash flows are one period closer to their due date.~~

~~(d) — The difference between the observed market price of the liability at the end of the period and the amount determined in (c) is the change in fair value that is not attributable to changes in the benchmark interest rate. This is the amount to be disclosed.~~

## Basis for Conclusions

*This Basis for Conclusions accompanies, but is not part of, HKAS 32.*

HKAS 32 is based on IAS 32 *Financial Instruments: Disclosure and Presentation*. In approving HKAS 32, the Council of the Hong Kong Society of Accountants considered and agreed with the IASB's basis for conclusions on IAS 32 (as revised 2003). Accordingly, there are no significant differences between HKAS 32 and IAS 32. The IASB's basis for conclusions is reproduced below for reference. The paragraph numbers of IAS 32 referred to below generally correspond with those in HKAS 32.

- BC1. This Basis for Conclusions summarises the International Accounting Standard Board's considerations in reaching its conclusions on revising IAS 32 *Financial Instruments: Disclosure and Presentation*\* in 2003. Individual Board members gave greater weight to some factors than to others.
- BC2. In July 2001 the Board announced that, as part of its initial agenda of technical projects, it would undertake a project to improve a number of Standards, including IAS 32 and IAS 39 *Financial Instruments: Recognition and Measurement*. The objectives of the Improvements project were to reduce the complexity in the Standards by clarifying and adding guidance, eliminating internal inconsistencies, and incorporating into the Standards elements of Standing Interpretations Committee (SIC) Interpretations and IAS 39 implementation guidance. In June 2002 the Board published its proposals in an Exposure Draft of proposed amendments to IAS 32 *Financial Instruments: Disclosure and Presentation* and IAS 39 *Financial Instruments: Recognition and Measurement*, with a comment deadline of 14 October 2002. The Board received over 170 comment letters on the Exposure Draft.
- BC3. Because the Board did not reconsider the fundamental approach to the accounting for financial instruments established by IAS 32 and IAS 39, this Basis for Conclusions does not discuss requirements in IAS 32 that the Board has not reconsidered.

## Definitions (paragraphs 11-14 and AG3-AG24)

### Financial Asset, Financial Liability and Equity Instrument (paragraphs 11 and AG3 – AG14)

- BC4. The revised IAS 32 addresses the classification as financial assets, financial liabilities or equity instruments of financial instruments that are indexed to, or settled in, an entity's own equity instruments. As discussed further in paragraphs BC6–BC15, the Board decided to preclude equity classification for such contracts when they (a) involve an obligation to deliver cash or another financial asset or to exchange financial assets or financial liabilities under conditions that are potentially unfavourable to the entity, (b) in the case of a non-derivative, are not for the receipt or delivery of a fixed number of shares or (c) in the case of a derivative, are not for the exchange of a fixed number of shares for a fixed amount of cash or another financial asset. The Board also decided to preclude equity classification for contracts that are

\* In August 2005, the IASB relocated all disclosures relating to financial instruments to IFRS 7. The paragraphs relating to disclosures that were originally published in this Basis for Conclusions were relocated, if still relevant, to the Basis for Conclusions on IFRS 7.

derivatives on derivatives on an entity's own equity. Consistently with this decision, the Board also decided to amend the definitions of financial asset, financial liability and equity instrument in IAS 32 to make them consistent with the guidance about contracts on an entity's own equity instruments. The Board did not reconsider other aspects of the definitions as part of this project to revise IAS 32, for example the other changes to the definitions proposed by the Joint Working Group in its Draft Standard *Financial Instruments and Similar Items* published by the Board's predecessor body, IASC, in 2000.

## **Presentation (paragraphs 15-50 and AG25-AG39)**

### **Liabilities and Equity (paragraphs 15-27 and AG25-AG29)**

BC5. The revised IAS 32 addresses whether derivative and non-derivative contracts indexed to, or settled in, an entity's own equity instruments are financial assets, financial liabilities or equity instruments. The original IAS 32 dealt with aspects of this issue piecemeal and it was not clear how various transactions (e.g. net share settled contracts and contracts with settlement options) should be treated under the Standard. The Board concluded that it needed to clarify the accounting treatment for such transactions.

BC6. The approach agreed by the Board can be summarised as follows:

A contract on an entity's own equity is an equity instrument if, and only if:

- (a) it contains no contractual obligation to transfer cash or another financial asset, or to exchange financial assets or financial liabilities with another entity under conditions that are potentially unfavourable to the entity; and
- (b) if the instrument will or may be settled in the entity's own equity instruments, it is either (i) a non-derivative that includes no contractual obligation for the entity to deliver a variable number of its own equity instruments, or (ii) a derivative that will be settled by the entity exchanging a fixed amount of cash or another financial asset for a fixed number of its own equity instruments.

### **No Contractual Obligation to Deliver Cash or Another Financial Asset (paragraphs 17-20 and AG25-AG26)**

#### **Puttable Instruments (paragraph 18(b))**

BC7. The Board decided that an a financial instrument that gives the holder the right to put the instrument back to the entity for cash or another financial asset is a financial liability of the entity. Such financial instruments are commonly issued by mutual funds, unit trusts, co-operative and similar entities, often with the redemption amount being equal to a proportionate share in the net assets of the entity. Although the legal form of such financial instruments often includes a right to the residual interest in the assets of an entity available to holders of such instruments, the inclusion of an option for the holder to put the instrument back to the entity for cash or another financial asset means that the instrument meets the definition of a financial liability. The classification as a financial liability is independent of considerations such as when the right is exercisable, how the amount payable or receivable upon exercise of the right is determined, and whether the puttable instrument has a fixed maturity.

- BC8. The Board noted that the classification of a puttable instrument as a financial liability does not preclude the use of descriptors such as ‘net assets attributable to unitholders’ and ‘change in net assets attributable to unitholders’ on the face of the financial statements of an entity that has no equity (such as some mutual funds and unit trusts) or whose share capital is a financial liability under IAS 32 (such as some co-operatives). The Board also agreed that it should provide examples of how such entities might present their income statement and balance sheet (see Illustrative Examples 7 and 8).

### **Implicit Obligations (paragraph 20)**

- BC9. The Board did not debate whether an obligation can be established implicitly rather than explicitly because this is not within the scope of an improvements project. This question will be considered by the Board in its project on revenue, liabilities and equity. Consequently, the Board retained the existing notion that an instrument may establish an obligation indirectly through its terms and conditions (see paragraph 20). However, it decided that the example of a preference share with a contractually accelerating dividend which, within the foreseeable future, is scheduled to yield a dividend so high that the entity will be economically compelled to redeem the instrument, was insufficiently clear. The example was therefore removed and replaced with others that are clearer and deal with situations that have proved problematic in practice.

### **Settlement in the Entity’s Own Equity Instruments (paragraphs 21-24 and AG27)**

- BC10. The approach taken in the revised IAS 32 includes two main conclusions:
- (a) When an entity has an obligation to purchase its own shares for cash (such as under a forward contract to purchase its own shares), there is a financial liability for the amount of cash that the entity has an obligation to pay.
  - (b) When an entity uses its own equity instruments ‘as currency’ in a contract to receive or deliver a variable number of shares whose value equals a fixed amount or an amount based on changes in an underlying variable (e.g. a commodity price), the contract is not an equity instrument, but is a financial asset or a financial liability. In other words, when a contract is settled in a variable number of the entity’s own equity instruments, or by the entity exchanging a fixed number of its own equity instruments for a variable amount of cash or another financial asset, the contract is not an equity instrument but is a financial asset or a financial liability.

*When an entity has an obligation to purchase its own shares for cash, there is a financial liability for the amount of cash that the entity has an obligation to pay.*

- BC11. An entity’s obligation to purchase its own shares establishes a maturity date for the shares that are subject to the contract. Therefore, to the extent of the obligation, those shares cease to be equity instruments when the entity assumes the obligation. This treatment under IAS 32 is consistent with the treatment of shares that provide for mandatory redemption by the entity. Without a requirement to recognise a financial liability for the present value of the share redemption amount, entities with identical obligations to deliver cash in exchange for their own equity instruments could report different information in their financial statements depending on whether the redemption clause is embedded in the equity instrument or is a free-standing derivative contract.

BC12. Some respondents to the Exposure Draft suggested that when an entity writes an option that, if exercised, will result in the entity paying cash in return for receiving its own shares, it is incorrect to treat the full amount of the exercise price as a financial liability because the obligation is conditional upon the option being exercised. The Board rejected this argument because the entity has an obligation to pay the full redemption amount and cannot avoid settlement in cash or another financial asset for the full redemption amount unless the counterparty decides not to exercise its redemption right or specified future events or circumstances beyond the control of the entity occur or do not occur. The Board also noted that a change would require a reconsideration of other provisions in IAS 32 that require liability treatment for obligations that are conditional on events or choices that are beyond the entity's control. These include, for example, (a) the treatment of financial instruments with contingent settlement provisions as financial liabilities for the full amount of the conditional obligation, (b) the treatment of preference shares that are redeemable at the option of the holder as financial liabilities for the full amount of the conditional obligation, and (c) the treatment of financial instruments (puttable instruments) that give the holder the right to put the instrument back to the issuer for cash or another financial asset, the amount of which is determined by reference to an index, and which therefore has the potential to increase and decrease, as financial liabilities for the full amount of the conditional obligation.

*When an entity uses its own equity instruments as currency in a contract to receive or deliver a variable number of shares, the contract is not an equity instrument, but is a financial asset or a financial liability.*

BC13. The Board agreed that it would be inappropriate to account for a contract as an equity instrument when an entity's own equity instruments are used as currency in a contract to receive or deliver a variable number of shares whose value equals a fixed amount or an amount based on changes in an underlying variable (e.g. a net share-settled derivative contract on gold or an obligation to deliver as many shares as are equal in value to CU10,000). Such a contract represents a right or obligation of a specified amount rather than a specified equity interest. A contract to pay or receive a specified amount (rather than a specified equity interest) is not an equity instrument. For such a contract, the entity does not know, before the transaction is settled, how many of its own shares (or how much cash) it will receive or deliver and the entity may not even know whether it will receive or deliver its own shares.

BC14. In addition, the Board noted that precluding equity treatment for such a contract limits incentives for structuring potentially favourable or unfavourable transactions to obtain equity treatment. For example, the Board believes that an entity should not be able to obtain equity treatment for a transaction simply by including a share settlement clause when the contract is for a specified value, rather than a specified equity interest.

BC15. The Board rejected the argument that a contract that is settled in the entity's own shares must be an equity instrument because no change in assets or liabilities, and thus no gain or loss, arises on settlement of the contract. The Board noted that any gain or loss arises before settlement of the transaction, not when it is settled.

**Contingent Settlement Provisions (paragraphs 25 and AG28)**

- BC16. The revised Standard incorporates the conclusion previously in SIC-5 *Classification of Financial Instruments—Contingent Settlement Provisions* that a financial instrument for which the manner of settlement depends on the occurrence or non-occurrence of uncertain future events, or on the outcome of uncertain circumstances that are beyond the control of both the issuer and the holder (i.e. a ‘contingent settlement provision’), is a financial liability.
- BC17. The amendments do not include the exception previously provided in paragraph 6 of SIC-5 for circumstances in which the possibility of the entity being required to settle in cash or another financial asset is remote at the time the financial instrument is issued. The Board concluded that it is not consistent with the definitions of financial liabilities and equity instruments to classify an obligation to deliver cash or another financial asset as a financial liability only when settlement in cash is probable. There is a contractual obligation to transfer economic benefits as a result of past events because the entity is unable to avoid a settlement in cash or another financial asset unless an event occurs or does not occur in the future.
- BC18. However, the Board also concluded that contingent settlement provisions that would apply only in the event of liquidation of an entity should not influence the classification of the instrument because to do so would be inconsistent with a going concern assumption. A contingent settlement provision that provides for payment in cash or another financial asset only on the liquidation of the entity is similar to an equity instrument that has priority in liquidation and therefore should be ignored in classifying the instrument.
- BC19. Additionally, the Board decided that if the part of a contingent settlement provision that could require settlement in cash or a variable number of own shares is not genuine, it should be ignored for the purposes of classifying the instrument. The Board also agreed to provide guidance on the meaning of ‘genuine’ in this context (see paragraph AG28).

**Settlement Options (paragraphs 26 and 27)**

- BC20. The revised Standard requires that if one of the parties to a contract has one or more options as to how it is settled (e.g. net in cash or by exchanging shares for cash), the contract is a financial asset or a financial liability unless all of the settlement alternatives would result in equity classification. The Board concluded that entities should not be able to circumvent the accounting requirements for financial assets and financial liabilities simply by including an option to settle a contract through the exchange of a fixed number of shares for a fixed amount. The Board had proposed in the Exposure Draft that past practice and management intentions should be considered in determining the classification of such instruments. However, respondents to the Exposure Draft noted that such requirements can be difficult to apply because some entities do not have any history of similar transactions and the assessment of whether an established practice exists and of what is management’s intention can be subjective. The Board agreed with these comments and accordingly concluded that past practice and management intentions should not be determining factors.

### Alternative Approaches Considered

BC21. In finalising the revisions to IAS 32 the Board considered, but rejected, a number of alternative approaches:

- (a) To classify as an equity instrument any contract that will be settled in the entity's own shares. The Board rejected this approach because it does not deal adequately with transactions in which an entity is using its own shares as currency, e.g. when an entity has an obligation to pay a fixed or determinable amount that is settled in a variable number of its own shares.
- (b) To classify a contract as an equity instrument only if (i) the contract will be settled in the entity's own shares, and (ii) the changes in the fair value of the contract move in the same direction as the changes in the fair value of the shares from the perspective of the counterparty. Under this approach, contracts that will be settled in the entity's own shares would be financial assets or financial liabilities if, from the perspective of the counterparty, their value moves inversely with the price of the entity's own shares. An example is an entity's obligation to buy back its own shares. The Board rejected this approach because its adoption would represent a fundamental shift in the concept of equity. The Board also noted that it would result in a change to the classification of some transactions, compared with the existing *Framework* and IAS 32, that had not been exposed for comment.
- (c) To classify as an equity instrument a contract that will be settled in the entity's own shares unless its value changes in response to something other than the price of the entity's own shares. The Board rejected this approach to avoid an exception to the principle that non-derivative contracts that are settled in a variable number of an entity's own shares should be treated as financial assets or financial liabilities.
- (d) To limit classification as equity instruments to outstanding ordinary shares, and classify as financial assets or financial liabilities all contracts that involve future receipt or delivery of the entity's own shares. The Board rejected this approach because its adoption would represent a fundamental shift in the concept of equity. The Board also noted that it would result in a change to the classification of some transactions compared with the existing IAS 32 that had not been exposed for comment.

### Compound Financial Instruments (paragraphs 28-32 and AG30-AG35)

BC22. The Standard requires the separate presentation on an entity's balance sheet of liability and equity components of a single financial instrument. It is more a matter of form than a matter of substance that both liabilities and equity interests are created by a single financial instrument rather than two or more separate instruments. The Board believes that an entity's financial position is more faithfully represented by separate presentation of liability and equity components contained in a single instrument.

*Allocation of the initial carrying amount to the liability and equity components (paragraphs 31 and 32, AG36-AG38 and Illustrative Examples 9-12)*

- BC23. The previous version of IAS 32 did not prescribe a particular method for assigning the initial carrying amount of a compound financial instrument to its separated liability and equity components. Rather, it suggested approaches that might be considered, such as:
- (a) assigning to the less easily measurable component (often the equity component) the residual amount after deducting from the instrument as a whole the amount separately determined for the component that is more easily determinable (a ‘with-and-without’ method); and
  - (b) measuring the liability and equity components separately and, to the extent necessary, adjusting these amounts pro rata so that the sum of the components equals the amount of the instrument as a whole (a ‘relative fair value’ method).
- BC24. This choice was originally justified on the grounds that IAS 32 did not deal with the measurement of financial assets, financial liabilities and equity instruments.
- BC25. However, since the issue of IAS 39, IFRSs contain requirements for the measurement of financial assets and financial liabilities. Therefore, the view that IAS 32 should not prescribe a particular method for separating compound financial instruments because of the absence of measurement requirements for financial instruments is no longer valid. IAS 39, paragraph 43, requires a financial liability to be measured on initial recognition at its fair value. Therefore, a relative fair value method could result in an initial measurement of the liability component that is not in compliance with IAS 39.
- BC26. After initial recognition, a financial liability that is classified as at fair value through profit or loss is measured at fair value under IAS 39, and other financial liabilities are measured at amortised cost. If the liability component of a compound financial instrument is classified as at fair value through profit or loss, an entity could recognise an immediate gain or loss after initial recognition if it applies a relative fair value method. This is contrary to IAS 32, paragraph 31, which states that no gain or loss arises from recognising the components of the instrument separately.
- BC27. Under the *Framework*, and IASs 32 and 39, an equity instrument is defined as any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Paragraph 67 of the *Framework* further states that the amount at which equity is recognised in the balance sheet is dependent on the measurement of assets and liabilities.
- BC28. The Board concluded that the alternatives in IAS 32 to measure on initial recognition the liability component of a compound financial instrument as a residual amount after separating the equity component or on the basis of a relative fair value method should be eliminated. Instead the liability component should be measured first (including the value of any embedded non-equity derivative features, such as an embedded call feature), and the residual amount assigned to the equity component.
- BC29. The objective of this amendment is to make the requirements about the entity’s separation of the liability and equity components of a single compound financial instrument consistent with the requirements about the initial measurement of a financial liability in IAS 39 and the definitions in IAS 32 and the *Framework* of an equity instrument as a residual interest.

- BC30. This approach removes the need to estimate inputs to, and apply, complex option pricing models to measure the equity component of some compound financial instruments. The Board also noted that the absence of a prescribed approach led to a lack of comparability among entities applying IAS 32 and that it therefore was desirable to specify a single approach.
- BC31. The Board noted that a requirement to use the with-and-without method, under which the liability component is determined first, is consistent with the proposals of the Joint Working Group of Standard Setters in its Draft Standard and Basis for Conclusions in *Financial Instruments and Similar Items*, published by HKASC in December 2000 (see Draft Standard, paragraphs 74 and 75 and Application Supplement, paragraph 318).

### **Treasury Shares (paragraphs 33, 34 and AG36)**

- BC32. The revised Standard incorporates the guidance in SIC-16 *Share Capital—Reacquired Own Equity Instruments (Treasury Shares)*. The acquisition and subsequent resale by an entity of its own equity instruments represents a transfer between those holders of equity instruments who have given up their equity interest and those who continue to hold an equity instrument, rather than a gain or loss to the entity.

### **Interest, Dividends, Losses and Gains (paragraphs 35-41 and AG37)**

#### *Costs of an equity transaction (paragraphs 35 and 37-39)*

- BC33. The revised Standard incorporates the guidance in SIC-17 *Equity—Costs of an Equity Transaction*. Transaction costs incurred as a necessary part of completing an equity transaction are accounted for as part of the transaction to which they relate. Linking the equity transaction and costs of the transaction reflects in equity the total cost of the transaction.

[BC34. \[Deleted\].](#)  
[-BC48.](#)

### ~~**Disclosure (paragraphs 51-95)**~~

### ~~**Interest Rate Risk and Credit Risk (paragraphs 67-85)**~~

- ~~BC34. The Board did not consider amendments to the disclosures on interest rate risk and credit risk. It will do so as part of its project to review IAS 30 *Disclosures in the Financial Statements of Banks and Similar Financial Institutions*. This project will also consider requirements for the presentation of financial instruments on the face of the balance sheet and income statement.~~

### ~~**Fair Value (paragraphs 86-93)**~~

- ~~BC35. The exemption from the requirement to provide disclosures about fair value in IAS 32, paragraph 90, is consistent with the exemption from the requirement to measure particular financial assets and financial liabilities at fair value under IAS 39, paragraphs 46 and 47. Accordingly, disclosure of fair value is not required for investments in unquoted equity instruments and derivatives linked to such equity instruments if their fair value cannot be measured reliably. For all other financial assets and financial liabilities, it is reasonable to expect that fair value can be determined with sufficient reliability within constraints of timeliness and cost. Therefore, the Board concluded that there should be no exception from the~~

~~requirement to disclose fair value information for such financial assets and financial liabilities.~~

~~BC36. To provide users of financial statements with a sense of the potential variability of fair value estimates, the Board decided that information about the use of valuation techniques should be disclosed, such as the sensitivities of fair value estimates to the main valuation assumptions. In forming this conclusion the Board considered the view that disclosure of sensitivities could be difficult, in particular when there are many valuation assumptions to which the disclosure would apply and these assumptions are interdependent. However, the Board noted that a detailed quantitative disclosure of sensitivity to all valuation assumptions is not required (only those that could result in a significantly different estimate of fair value are required) and that the disclosure does not require the entity to reflect all interdependencies between assumptions when making the disclosure. Additionally, the Board considered the view that this disclosure might imply that a fair value established by a valuation technique is less valid than one established by other means. However, the Board noted that fair values that are estimated by valuation techniques are more subjective than those established from an observable market price, and concluded that users should be given information to help them in assessing this subjectivity.~~

### ~~Financial Assets Carried at an Amount in Excess of Fair Value~~

~~BC37. The Board eliminated the disclosure requirements in IAS 32 regarding financial assets carried at an amount in excess of fair value, including the reasons for not reducing the carrying amount. IAS 39 requires financial assets classified as either held-to-maturity investments or as loans and receivables to be carried at amortised cost, which may exceed fair value. Because IAS 39 contains requirements governing the measurement of financial assets and IAS 32 requires fair value information to be provided in a way that permits comparisons with the financial assets' carrying amounts, the requirement to disclose separate information about financial assets carried at an amount in excess of fair value is redundant.~~

### ~~Other Disclosures (paragraphs 94, 95 and AG40)~~

#### ~~Derecognition (paragraph 94(a))~~

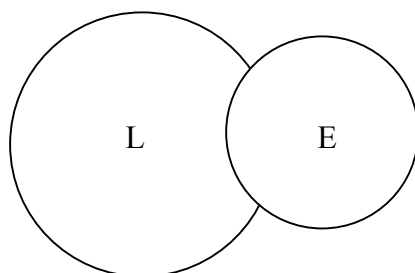
~~BC38. An entity may have either transferred a financial asset (see IAS 39, paragraph 18) or have entered into the type of arrangement described in paragraph 19 of IAS 39, in such a way that the arrangement does not qualify as a transfer of a financial asset. If the entity either continues to recognise all of the asset or continues to recognise the asset to the extent of its continuing involvement, the revised Standard requires disclosure of the nature and extent of the financial asset and any associated liabilities (see paragraph 94(a)). Such disclosure helps users of the financial statements to evaluate the significance of such transactions and may be relevant, for example, if an entity sells a portfolio of receivables and provides a limited guarantee of only one risk. In that example, the amount of the transferred receivables the transferor continues to recognise may be much riskier than the amount it derecognises.~~

#### ~~Multiple Embedded Derivative Features (paragraph 94(d))~~

~~BC39. The Board noted that the separation of the liability and equity components of a compound financial instrument is more complicated for compound financial instruments with multiple embedded derivative features whose values are interdependent (for example, a convertible debt instrument that gives the issuer a~~

right to call the instrument back from the holder or the holder a right to put the instrument back to the issuer) than for those without such features. If the embedded equity and non-equity derivative features are interdependent, the sum of the separately determined values of the liability and equity components will not equal the value of the compound financial instrument as a whole.

BC40. For example, the values of an embedded call option feature and an equity conversion option feature in a callable convertible debt instrument depend in part on each other in cases where the holder's equity conversion option is extinguished when the entity exercises the call option or vice versa. The following diagram illustrates the joint value arising from the interaction between a call option and an equity conversion option in a callable convertible bond. Circle L represents the value of the liability component, i.e. the value of the straight debt and the embedded call option on the straight debt, and Circle E represents the value of the equity component, i.e. the equity conversion option on the straight debt. The total area covered by the two circles represents the value of the callable convertible bond. The difference between the value of the callable convertible bond as a whole and the sum of the separately determined values for the liability and equity components is the joint value attributable to the interdependence between the call option feature and the equity conversion feature. It is represented by the intersection between the two circles.



BC41. Under the approach in paragraph BC25, the joint value attributable to the interdependence between multiple embedded derivative features is included in the liability component. A numerical example is set out as Illustrative Example 10.

BC42. Even though this approach is consistent with the definition of equity as a residual interest, the Board recognises that the allocation of the joint value to either the liability component or the equity component is arbitrary because it is, by its nature, joint. Therefore, the Board concluded that disclosure of the existence of issued compound financial instruments with multiple embedded derivative features that have interdependent values and the effective yield on the liability component is important. Such disclosure highlights the impact of multiple embedded derivative features on the amounts reported as liabilities and equity and interest expense for the issuer of a compound financial instrument.

### **Financial Assets and Financial Liabilities at Fair Value Through Profit or Loss (paragraphs 94(e), 94(f) and AG40)**

BC43. The revised Standard requires disclosure of the carrying amounts of financial assets and financial liabilities that are classified as held for trading and those designated by the entity upon initial recognition as financial assets and financial liabilities at fair value through profit or loss. The Board concluded that an indication of the extent to which an entity designates financial assets and financial liabilities at fair value through profit or loss is useful to users because there are no restrictions on the items that can be so designated and because these items do not meet the definition of held for trading.

~~BC44. The revisions to IAS 39 include the ability for entities to designate a non-derivative financial liability as held at fair value through profit or loss. Paragraph 94(f)(i) requires disclosure of the change in fair value of such a financial liability that is not attributable to changes in a benchmark interest rate. The Board considered this disclosure in its deliberations on the fair value measurement of financial liabilities and whether changes in the credit risk of a liability should be included in its fair value measurement when the fair value option is used in IAS 39. The Board agreed that such changes should be included (i.e. the fair value of financial liabilities is not adjusted to exclude the effect of changes in the credit quality of the liability). Its reasons for this decision are set out in the Basis for Conclusions on IAS 39, paragraphs BC87-BC92.~~

~~BC45. The Board considered comments received on the Exposure Draft of proposed amendments to IAS 39 that argued that the fair value of financial liabilities should exclude the effects of an entity's credit risk. Such comments noted that (a) recognising a gain or loss when there is a change in an entity's own creditworthiness results in potentially misleading information; and (b) users may misinterpret the profit or loss effects of changes in credit risk, especially in the absence of disclosures.~~

~~BC46. The Board noted that the issue arises because of the change in the credit risk of the liability, rather than that of the entity. It agreed that requiring disclosure of the change in fair value of the financial liability that is caused by changes in the liability's credit risk would help alleviate the concerns expressed. However, the Board noted that providing this disclosure would often not be practicable because it may not be possible to separate and measure reliably that part of the change in fair value. Therefore, it decided to require disclosure of the change in fair value of the financial liability that is not attributable to changes in a benchmark interest rate. The Board believes this is a reasonable proxy for the change in fair value that is attributable to changes in the liability's credit risk, in particular when such changes are large, and will provide users with information with which to understand the profit or loss effect of such a change in credit risk.~~

~~BC47. The Board concluded that when an entity has designated a financial liability as at fair value through profit or loss, disclosure should be given of the difference between the carrying amount and the amount the entity would contractually be required to pay at maturity to the holders of the liability (see paragraph 94(f)(ii)). The fair value may differ significantly from the settlement amount, in particular for financial liabilities with a long duration when an entity has experienced a significant deterioration in creditworthiness since their issue.~~

#### ~~Defaults and Breaches (paragraph 94(j))~~

~~BC48. The revised Standard requires disclosures of defaults in the payment of principal and interest, breaches of sinking fund or redemption provisions on loans payable, and any other breaches when those breaches can permit the lender to demand repayment of loans payable. Such disclosures provide relevant information about the entity's creditworthiness and its prospects of obtaining future loans.~~

## Summary of Changes from the Exposure Draft

BC49. The main changes from the Exposure Draft's proposals are as follows:

- (a) The Exposure Draft proposed to define a financial liability as a contractual obligation to deliver cash or another financial asset to another entity or to exchange financial instruments with another entity under conditions that are potentially unfavourable. The definition in the Standard has been expanded to include some contracts that will or may be settled in the entity's own equity instruments. The Standard's definition of a financial asset has been similarly expanded.
- (b) The Exposure Draft proposed that a financial instrument that gives the holder the right to put it back to the entity for cash or another financial asset is a financial liability. The Standard retains this conclusion, but provides additional guidance and illustrative examples to assist entities that, as a result of this requirement, either have no equity as defined in IAS 32 or whose share capital is not equity as defined in IAS 32.
- (c) The Standard retains and clarifies the proposal in the Exposure Draft that terms and conditions of a financial instrument may indirectly create an obligation.
- (d) The Exposure Draft proposed to incorporate in IAS 32 the conclusion previously in SIC-5 *Classification of Financial Instruments—Contingent Settlement Provisions*. This is that a financial instrument for which the manner of settlement depends on the occurrence or non-occurrence of uncertain future events or on the outcome of uncertain circumstances that are beyond the control of both the issuer and the holder is a financial liability. The Standard clarifies this conclusion by requiring contingent settlement provisions that apply only in the event of liquidation of an entity or are not genuine to be ignored.
- (e) The Exposure Draft proposed that a derivative contract that contains an option as to how it is settled meets the definition of an equity instrument if the entity had all of the following: (i) an unconditional right and ability to settle the contract gross; (ii) an established practice of such settlement; and (iii) the intention to settle the contract gross. These conditions have not been carried forward into the Standard. Rather, a derivative with settlement options is classified as a financial asset or a financial liability unless all the settlement alternatives would result in equity classification.
- (f) The Standard provides explicit guidance on accounting for the repurchase of a convertible instrument.
- (g) The Standard provides explicit guidance on accounting for the amendment of the terms of a convertible instrument to induce early conversion.
- (h) The Exposure Draft proposed that a financial instrument that is an equity instrument of a subsidiary should be eliminated on consolidation when held by the parent, or presented in the consolidated balance sheet within equity when not held by the parent (as a minority interest separate from the equity of the parent). The Standard requires all terms and conditions agreed between members of the group and the holders of the instrument to be considered

when determining if the group as a whole has an obligation that would give rise to a financial liability. To the extent there is such an obligation, the instrument (or component of the instrument that is subject to the obligation) is a financial liability in consolidated financial statements.

- (i) ~~[Deleted]. The Standard has clarified that the disclosure proposals in the Exposure Draft relating to when fair value is estimated using a valuation technique did not require disclosure of sensitivity to all valuation assumptions not supported by observable market prices. Rather, the sensitivity disclosure is required only if:~~
- ~~(i) the fair value is sensitive to a particular assumption;~~
  - ~~(ii) reasonably possible alternatives for that assumption would result in a significantly different result; and~~
  - ~~(iii) that assumption is not supported by observable market prices or rates.~~
- (j) ~~[Deleted]. For financial liabilities designated as at fair value through profit or loss, the Standard requires disclosure of the amount of the change in fair value that is not attributable to changes in a benchmark interest rate. This disclosure gives an indication of how much of the change in fair value is caused by changes in the credit risk of the liability.~~
- (k) [In August 2005, the IASB issued IFRS 7 Financial Instruments: Disclosures. As a result, disclosures relating to financial instruments, if still relevant, were relocated to IFRS 7.](#)

## Dissenting Opinion

### Dissent of James J Leisenring

- DO1. Mr Leisenring dissents from IAS 32 because, in his view, the conclusions about the accounting for forward purchase contracts and written put options on an issuer's equity instruments that require physical settlement in exchange for cash are inappropriate. IAS 32 requires a forward purchase contract to be recognised as though the future transaction had already occurred. Similarly it requires a written put option to be accounted for as though the option had already been exercised. Both of these contracts result in combining the separate forward contract and the written put option with outstanding shares to create a synthetic liability.
- DO2. Recording a liability for the present value of the fixed forward price as a result of a forward contract is inconsistent with the accounting for other forward contracts. Recording a liability for the present value of the strike price of an option results in recording a liability that is inconsistent with the *Framework* as there is no present obligation for the strike price. In both instances the shares considered to be subject to the contracts are outstanding, have the same rights as any other shares and should be accounted for as outstanding. The forward and option contracts meet the definition of a derivative and should be accounted for as derivatives rather than create an exception to the accounting required by IAS 39. Similarly, if the redemption feature is embedded in the equity instrument (for example, a redeemable preference share) rather than being a free-standing derivative contract, the redemption feature should be accounted for as a derivative.
- DO3. Mr Leisenring also objects to the conclusion that a purchased put or call option on a fixed number of an issuer's equity instruments is not an asset. The rights created by these contracts meet the definition of an asset and should be accounted for as assets and not as a reduction in equity. These contracts also meet the definition of derivatives that should be accounted for as such consistently with IAS 39.

## Appendix A

### **Amendments to Basis for Conclusions on HKAS 32 and HKAS 1 *Puttable Financial Instruments and Obligations Arising on Liquidation* (issued in June 2008) - effective for annual periods beginning on or after 1 January 2009**

*The following sets out amendments required for this Basis for Conclusions resulting from amendments to HKAS 32 and HKAS 1 that are not yet effective. Once effective, the amendments set out below will be incorporated into the text of this Conclusions and this appendix will be deleted. In the amended paragraphs shown below, new text is underlined and deleted text is struck through.*

In the Basis for Conclusions, after paragraph BC3, paragraph BC3A is added. After paragraph BC7, paragraph BC7A is added. After paragraph BC49, two headings, paragraphs BC50–BC63, another heading, paragraphs BC64–BC67, another heading, paragraph BC68, another heading and paragraphs BC69–BC74 are added.

BC3A In July 2006 the Board published an exposure draft of proposed amendments to IAS 32 relating to the classification of puttable instruments and instruments with obligations arising on liquidation. The Board subsequently confirmed the proposals and in 2008 issued an amendment that now forms part of IAS 32. A summary of the Board's considerations and reasons for its conclusions is in paragraphs BC50–BC74.

#### **Puttable instruments (paragraph 18(b))**

BC7A The Board reconsidered its conclusions with regards to some puttable instruments and amended IAS 32 in February 2008 (see paragraphs BC50–BC74).

### **Amendments for some puttable instruments and some instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation**

#### **Amendment for puttable instruments**

BC50 As discussed in paragraphs BC7 and BC8, puttable instruments meet the definition of a financial liability and the Board concluded that all such instruments should be classified as liabilities. However, constituents raised the following concerns about classifying such instruments as financial liabilities if they represent the residual claim to the net assets of the entity:

- (a) On an ongoing basis, the liability is recognised at not less than the amount payable on demand. This can result in the entire market capitalisation of the entity being recognised as a liability depending on the basis for which the redemption value of the financial instrument is calculated.

- (b) Changes in the carrying value of the liability are recognised in profit or loss. This results in counter-intuitive accounting (if the redemption value is linked to the performance of the entity) because:
- (i) when an entity performs well, the present value of the settlement amount of the liabilities increases, and a loss is recognised.
  - (ii) when the entity performs poorly, the present value of the settlement amount of the liability decreases, and a gain is recognised.
- (c) It is possible, again depending on the basis for which the redemption value is calculated, that the entity will report negative net assets because of unrecognised intangible assets and goodwill, and because the measurement of recognised assets and liabilities may not be at fair value.
- (d) The issuing entity's statement of financial position portrays the entity as wholly, or mostly, debt funded.
- (e) Distributions of profits to shareholders are recognised as expenses. Hence, it may appear that profit or loss is a function of the distribution policy, not performance.

Furthermore, constituents contended that additional disclosures and adapting the format of the statement of comprehensive income and statement of financial position did not resolve these concerns.

BC51 The Board agreed with constituents that many puttable instruments, despite meeting the definition of a financial liability, represent a residual interest in the net assets of the entity. The Board also agreed with constituents that additional disclosures and adapting the format of the entity's financial statements did not resolve the problem of the lack of relevance and understandability of that current accounting treatment. Therefore, the Board decided to amend IAS 32 to improve the financial reporting of these instruments.

BC52 The Board considered the following ways to improve the financial reporting of instruments that represent a residual interest in the net assets of the entity:

- (a) to continue to classify these instruments as financial liabilities, but amend their measurement so that changes in their fair value would not be recognised;
- (b) to amend IAS 32 to require separation of all puttable instruments into a put option and a host instrument; or
- (c) to amend IAS 32 to provide a limited scope exception so that financial instruments puttable at fair value would be classified as equity, if specified conditions were met.

*Amend the measurement of some puttable financial instruments so that changes in their fair value would not be recognised*

BC53 The Board decided against this approach because:

- (a) it is inconsistent with the principle in IAS 32 and IAS 39 that only equity instruments are not remeasured after their initial recognition;
- (b) it retains the disadvantage that entities whose instruments are all puttable would have no equity instruments; and
- (c) it introduces a new category of financial liabilities to IAS 39, and thus increases complexity.

*Separate all puttable instruments into a put option and a host instrument*

BC54 The Board concluded that conducting further research into an approach that splits a puttable share into an equity component and a written put option component (financial liability) would duplicate efforts of the Board's longer-term project on liabilities and equity. Consequently, the Board decided not to proceed with a project at this stage to determine whether a puttable share should be split into an equity component and a written put option component.

*Classify as equity instruments puttable instruments that represent a residual interest in the entity*

BC55 The Board decided to proceed with proposals to amend IAS 32 to require puttable financial instruments that represent a residual interest in the net assets of the entity to be classified as equity provided that specified conditions are met. The proposals represented a limited scope exception to the definition of a financial liability and a short-term solution, pending the outcome of the longer-term project on liabilities and equity. In June 2006 the Board published an exposure draft proposing that financial instruments puttable at fair value that meet specific criteria should be classified as equity.

BC56 In response to comments received from respondents to that exposure draft, the Board amended the criteria for identifying puttable instruments that represent a residual interest in the entity, to those included in paragraphs 16A and 16B. The Board decided on those conditions for the following reasons:

- (a) to ensure that the puttable instruments, as a class, represent the residual interest in the net assets of the entity;
- (b) to ensure that the proposed amendments are consistent with a limited scope exception to the definition of a financial liability; and
- (c) to reduce structuring opportunities that might arise as a result of the amendments.

BC57 The Board decided that the instrument must entitle the holder to a pro rata share of the net assets on liquidation because the net assets on liquidation represent the ultimate residual interest of the entity.

- BC58 The Board decided that the instrument must be in the class of instruments that is subordinate to all other classes of instruments on liquidation in order to represent the residual interest in the entity.
- BC59 The Board decided that all instruments in the class that is subordinate to all other classes of instruments must have identical contractual terms and conditions. In order to ensure that the class of instruments as a whole is the residual class, the Board decided that no instrument holder in that class can have preferential terms or conditions in its position as an owner of the entity.
- BC60 The Board decided that the puttable instruments should contain no contractual obligation to deliver a financial asset to another entity other than the put. That is because the amendments represent a limited scope exception to the definition of a financial liability and extending that exception to instruments that also contain other contractual obligations is not appropriate. Moreover, the Board concluded that if the puttable instrument contains another contractual obligation, that instrument may not represent the residual interest because the holder of the puttable instrument may have a claim to some of the net assets of the entity in preference to other instruments.
- BC61 As well as requiring a direct link between the puttable instrument and the performance of the entity, the Board also decided that there should be no financial instrument or contract with a return that is more residual. The Board decided to require that there must be no other financial instrument or contract that has total cash flows based substantially on the performance of the entity and has the effect of significantly restricting or fixing the return to the puttable instrument holders. This criterion was included to ensure that the holders of the puttable instruments represent the residual interest in the net assets of the entity.
- BC62 An instrument holder may enter into transactions with the issuing entity in a role other than that of an owner. The Board concluded that it is inappropriate to consider cash flows and contractual features related to the instrument holder in a non-owner role when evaluating whether a financial instrument has the features set out in paragraph 16A or paragraph 16C. That is because those cash flows and contractual features are separate and distinct from the cash flows and contractual features of the puttable financial instrument.
- BC63 The Board also decided that contracts (such as warrants and other derivatives) to be settled by the issue of puttable financial instruments should be precluded from equity classification. That is because the Board noted that the amendments represent a limited scope exception to the definition of a financial liability and extending that exception to such contracts is not appropriate.

**Amendment for obligations to deliver to another party a pro rata share of the net assets of the entity only on liquidation**

- BC64 Issues similar to those raised by constituents relating to classification of puttable financial instruments apply to some financial instruments that create an obligation only on liquidation of the entity.

BC65 In the exposure draft published in June 2006, the Board proposed to exclude from the definition of a financial liability a contractual obligation that entitles the holder to a pro rata share of the net assets of the entity only on liquidation of the entity. The liquidation of the entity may be:

- (a) certain to occur and outside the control of the entity (limited life entities); or
- (b) uncertain to occur but at the option of the holder (for example, some partnership interests).

BC66 Respondents to that exposure draft were generally supportive of the proposed amendment.

BC67 The Board decided that an exception to the definition of a financial liability should be made for instruments that entitle the holder to a pro rata share of the net assets of an entity only on liquidation if particular requirements are met. Many of those requirements, and the reasons for them, are similar to those for puttable financial instruments. The differences between the requirements are as follows:

- (a) there is no requirement that there be no other contractual obligations;
- (b) there is no requirement to consider the expected total cash flows throughout the life of the instrument;
- (c) the only feature that must be identical among the instruments in the class is the obligation for the issuing entity to deliver to the holder a pro rata share of its net assets on liquidation.

The reason for the differences is the timing of settlement of the obligation. The life of the financial instrument is the same as the life of the issuing entity; the extinguishment of the obligation can occur only at liquidation. Therefore, the Board concluded that it was appropriate to focus only on the obligations that exist at liquidation. The instrument must be subordinate to all other classes of instruments and represent the residual interests only at that point in time. However, if the instrument contains other contractual obligations, those obligations may need to be accounted for separately in accordance with the requirements of IAS 32.

### **Non-controlling interests**

BC68 The Board decided that puttable financial instruments or instruments that impose on the entity an obligation to deliver to another party a pro rata share of the net assets of the entity only on liquidation should be classified as equity in the separate financial statements of the issuer if they represent the residual class of instruments (and all the relevant requirements are met). The Board decided that such instruments were not the residual interest in the consolidated financial statements and therefore that non-controlling interests that contain an obligation to transfer a financial asset to another entity should be classified as a financial liability in the consolidated financial statements.

## Analysis of costs and benefits

- BC69 The Board acknowledged that the amendments made in February 2008 are not consistent with the definition of a liability in the *Framework*, or with the underlying principle of IAS 32, which is based on that definition. Consequently, those amendments added complexity to IAS 32 and introduced the need for detailed rules. However, the Board also noted that IAS 32 contains other exceptions to its principle (and the definition of a liability in the *Framework*) that require instruments to be classified as liabilities that otherwise would be treated as equity. Those exceptions highlight the need for a comprehensive reconsideration of the distinctions between liabilities and equity, which the Board is undertaking in its long-term project.
- BC70 In the interim, the Board concluded that classifying as equity the instruments that have all the features and meet the conditions in paragraphs 16A and 16B or paragraphs 16C and 16D would improve the comparability of information provided to the users of financial statements. That is because financial instruments that are largely equivalent to ordinary shares would be consistently classified across different entity structures (eg some partnerships, limited life entities and co-operatives). The specified instruments differ from ordinary shares in one respect; that difference is the obligation to deliver cash (or another financial asset). However, the Board concluded that the other characteristics of the specified instruments are sufficiently similar to ordinary shares for the instruments to be classified as equity. Consequently, the Board concluded that the amendments will result in financial reporting that is more understandable and relevant to the users of financial statements.
- BC71 Furthermore, in developing the amendments, the Board considered the costs to entities of obtaining information necessary to determine the required classification. The Board believes that the costs of obtaining any new information would be slight because all of the necessary information should be readily available.
- BC72 The Board also acknowledged that one of the costs and risks of introducing exceptions to the definition of a financial liability is the structuring opportunities that may result. The Board concluded that financial structuring opportunities are minimised by the detailed criteria required for equity classification and the related disclosures.
- BC73 Consequently, the Board believed that the benefits of the amendments outweigh the costs.
- BC74 The Board took the view that, in most cases, entities should be able to apply the amendments retrospectively. The Board noted that IAS 8 *Accounting Policies, Changes in Accounting Estimates and Errors* provides relief when it is impracticable to apply a change in accounting policy retrospectively as a result of a new requirement. Furthermore, the Board took the view that the costs outweighed the benefits of separating a compound financial instrument with an obligation to deliver a pro rata share of the net assets of the entity only on liquidation when the liability component is no longer outstanding on the date of initial application. Hence, there is no requirement on transition to separate such compound instruments.

## Appendix **B**

### Amendments resulting from other Basis for Conclusions

*The following sets out amendments required for this Basis for Conclusions resulting from other newly issued HKFRSs that are not yet effective. Once effective, the amendments set out below will be incorporated into the text of this Basis for Conclusions and this appendix will be deleted. In the amended paragraphs shown below, new text is underlined and deleted text is struck through.*

#### **HKAS 1 *Presentation of Financial Statements* (issued in December 2007) – effective for annual periods beginning on or after 1 January 2009**

Paragraphs BC8 and BC22 are footnoted as follows:

BC8 The Board ... also agreed that it should provide examples of how such entities might present their income statement\* and balance sheet† (see Illustrative Examples 7 and 8).

\* IAS 1 *Presentation of Financial Statements* (as revised in 2007) requires an entity to present all income and expense items in one statement of comprehensive income or in two statements (a separate income statement and a statement of comprehensive income).

† IAS 1 (revised 2007) replaced the term ‘balance sheet’ with ‘statement of financial position’.

BC22 The Standard requires the separate presentation ~~on~~ in an entity’s balance sheet\* of liability and equity components of a single financial instrument. ...

\* IAS 1 (as revised in 2007) replaced the term ‘balance sheet’ with ‘statement of financial position’.

**HKAS 27 *Consolidated and Separate Financial Statements* (issued in February 2008) - effective for annual periods beginning on or after 1 July 2009**

Paragraph BC49(h) 'minority interest' is footnoted as follows:

In January 2008 the IASB issued an amended IAS 27 *Consolidated and Separate Financial Statements*, which amended 'minority interest' to 'non-controlling interests'.

## Appendix C

### Dissenting opinions (2008 Amendment)

#### Dissent of Mary E Barth and Robert P Garnett

- DO1 Professor Barth and Mr Garnett voted against the publication of the Amendments to IAS 32 Financial Instruments: Presentation and IAS 1 Presentation of Financial Statements—*Puttable Financial Instruments and Obligations Arising on Liquidation*. The reasons for their dissent are set out below.
- DO2 These Board members believe that the decision to permit entities to classify as equity some puttable financial instruments and some financial instruments that entitle the holder to a pro rata share of the net assets of the entity only on liquidation is inconsistent with the *Framework*. The contractual provisions attached to those instruments give the holders the right to put the instruments to the entity and demand cash. The *Framework*'s definition of a liability is that it is a present obligation of the entity arising from a past event, the settlement of which is expected to result in an outflow of resources of the entity. Thus, financial instruments within the scope of the amendments clearly meet the definition of a liability in the *Framework*.
- DO3 These Board members do not agree with the Board that an exception to the *Framework* is justified in this situation. First, the Board has an active project on the *Framework*, which will revisit the definition of a liability. Although these Board members agree that standards projects can precede decisions in the *Framework* project, the discussions to date in the *Framework* project do not make it clear that the Board will modify the existing elements definitions in such a way that these instruments would be equity. Second, the amendments would require disclosure of the expected cash outflow on redemption or repurchase of puttable instruments classified as equity. These disclosures are similar to those for financial liabilities; existing standards do not require similar disclosure for equity instruments. The Board's decision to require these disclosures reveals its implicit view these instruments are, in fact, liabilities. Yet, the *Framework* is clear that disclosure is not a substitute for recognition. Third, these Board members see no cost-benefit or practical reasons for making this exception. The amendments require the same or similar information to be obtained and disclosed as would be the case if these obligations were classified as liabilities. Existing standards offer presentation alternatives for entities that have no equity under the *Framework*'s definitions.
- DO4 These Board members also do not agree with the Board that there are benefits to issuing these amendments. First, paragraph BC70 in the Basis for Conclusions states that the amendments will result in more relevant and understandable financial reporting. However, as noted above, these Board members do not believe that presenting as equity items that meet the *Framework*'s definition of a liability results in relevant information. Also as noted above, existing standards offer presentation alternatives that result in understandable financial reporting.

- DO5 Second, paragraph BC70 states that the amendments would increase comparability by requiring more consistent classification of financial instruments that are largely equivalent to ordinary shares. These Board members believe that the amendments decrease comparability. These instruments are not comparable to ordinary shares because these instruments oblige the entity to transfer its economic resources; ordinary shares do not. Also, puttable instruments and instruments that entitle the holder to a pro rata share of the net assets of the entity only on liquidation will be classified as equity by some entities and as liabilities by other entities, depending on whether the other criteria specified in the amendments are met. Thus, these amendments account similarly for economically different instruments, which decreases comparability.
- DO6 Finally, these Board members do not believe that the amendments are based on a clear principle. Rather, they comprise several paragraphs of detailed rules crafted to achieve a desired accounting result. Although the Board attempted to craft these rules to minimise structuring opportunities, the lack of a clear principle leaves open the possibility that economically similar situations will be accounted for differently and economically different situations will be accounted for similarly. Both of these outcomes also result in lack of comparability.

## Illustrative Examples

*These examples accompany, but are not part of, HKAS 32.*

### Accounting for Contracts on Equity Instruments of an Entity

IE1. The following examples\* illustrate the application of paragraphs 15-27 and HKAS 39 to the accounting for contracts on an entity's own equity instruments.

#### Example 1: Forward to buy shares

IE2. This example illustrates the journal entries for forward purchase contracts on an entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by delivering cash in exchange for shares. It also discusses the effect of settlement options (see (d) below). To simplify the illustration, it is assumed that no dividends are paid on the underlying shares (i.e. the 'carry return' is zero) so that the present value of the forward price equals the spot price when the fair value of the forward contract is zero. The fair value of the forward has been computed as the difference between the market share price and the present value of the fixed forward price.

#### *Assumptions:*

|   |                 |
|---|-----------------|
| Contract date                                     | 1 February 2002 |
| Maturity date                                     | 31 January 2003 |
| Market price per share on 1 February 2002         | CU100           |
| Market price per share on 31 December 2002        | CU110           |
| Market price per share on 31 January 2003         | CU106           |
| Fixed forward price to be paid on 31 January 2003 | CU104           |
| Present value of forward price on 1 February 2002 | CU100           |
| Number of shares under forward contract           | 1,000           |
| Fair value of forward on 1 February 2002          | CU0             |
| Fair value of forward on 31 December 2002         | CU6,300         |
| Fair value of forward on 31 January 2003          | CU2,000         |

(a) *Cash for cash ('net cash settlement')*

IE3. In this subsection, the forward purchase contract on the entity's own shares will be settled net in cash, i.e. there is no receipt or delivery of the entity's own shares upon settlement of the forward contract.

On 1 February 2002, Entity A enters into a contract with Entity B to receive the fair value of 1,000 of Entity A's own outstanding ordinary shares as of 31 January 2003 in exchange for a payment of CU104,000 in cash (i.e. CU104 per share) on 31 January 2003. The contract will be settled net in cash. Entity A records the following journal entries.

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\* In these examples, monetary amounts are denominated in 'currency units' (CU).

**1 February 2002**

The price per share when the contract is agreed on 1 February 2002 is CU100. The initial fair value of the forward contract on 1 February 2002 is zero.

*No entry is required because the fair value of the derivative is zero and no cash is paid or received.*

**31 December 2002**

On 31 December 2002, the market price per share has increased to CU110 and, as a result, the fair value of the forward contract has increased to CU6,300.

|    |               |         |         |
|----|---------------|---------|---------|
| Dr | Forward asset | CU6,300 |         |
| Cr | Gain          |         | CU6,300 |

*To record the increase in the fair value of the forward contract.*

**31 January 2003**

On 31 January 2003, the market price per share has decreased to CU106. The fair value of the forward contract is CU2,000 [(CU106 x 1,000) – CU104,000].

On the same day, the contract is settled net in cash. Entity A has an obligation to deliver CU104,000 to Entity B and Entity B has an obligation to deliver CU106,000 (CU106 x 1,000) to Entity A, so Entity B pays the net amount of CU2,000 to Entity A.

|    |               |         |         |
|----|---------------|---------|---------|
| Dr | Loss          | CU4,300 |         |
| Cr | Forward asset |         | CU4,300 |

*To record the decrease in the fair value of the forward contract (i.e. CU4,300 = CU6,300 – CU2,000).*

|    |               |         |         |
|----|---------------|---------|---------|
| Dr | Cash          | CU2,000 |         |
| Cr | Forward asset |         | CU2,000 |

*To record the settlement of the forward contract.*

**(b) Shares for shares ('net share settlement')**

IE4. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as those shown in (a) above, except for recording the settlement of the forward contract, as follows:

**31 January 2003**

The contract is settled net in shares. Entity A has an obligation to deliver CU104,000 (CU104 x 1,000) worth of its shares to Entity B and Entity B has an obligation to deliver CU106,000 (CU106 x 1,000) worth of shares to Entity A. Thus, Entity B delivers a net amount of CU2,000 (CU106,000 – CU104,000) worth of shares to Entity A, i.e. 18.9 shares (CU2,000 / CU106).

|    |               |         |         |
|----|---------------|---------|---------|
| Dr | Equity        | CU2,000 |         |
| Cr | Forward asset |         | CU2,000 |

*To record the settlement of the forward contract.*

*(c) Cash for shares ('gross physical settlement')*

- IE5. Assume the same facts as in (a) except that settlement will be made by delivering a fixed amount of cash and receiving a fixed number of Entity A's shares. Similarly to (a) and (b) above, the price per share that Entity A will pay in one year is fixed at CU104. Accordingly, Entity A has an obligation to pay CU104,000 in cash to Entity B (CU104 x 1,000) and Entity B has an obligation to deliver 1,000 of Entity A's outstanding shares to Entity A in one year. Entity A records the following journal entries.

**1 February 2002**

|    |           |           |           |
|----|-----------|-----------|-----------|
| Dr | Equity    | CU100,000 |           |
| Cr | Liability |           | CU100,000 |

*To record the obligation to deliver CU104,000 in one year at its present value of CU100,000 discounted using an appropriate interest rate (see HKAS 39, paragraph AG64).*

**31 December 2002**

|    |                  |         |         |
|----|------------------|---------|---------|
| Dr | Interest expense | CU3,660 |         |
| Cr | Liability        |         | CU3,660 |

*To accrue interest in accordance with the effective interest method on the liability for the share redemption amount.*

**31 January 2003**

|    |                  |       |       |
|----|------------------|-------|-------|
| Dr | Interest expense | CU340 |       |
| Cr | Liability        |       | CU340 |

*To accrue interest in accordance with the effective interest method on the liability for the share redemption amount.*

Entity A delivers CU104,000 in cash to Entity B and Entity B delivers 1,000 of Entity A's shares to Entity A.

|    |           |           |           |
|----|-----------|-----------|-----------|
| Dr | Liability | CU104,000 |           |
| Cr | Cash      |           | CU104,000 |

*To record the settlement of the obligation to redeem Entity A's own shares for cash.*

*(d) Settlement options*

- IE6. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the forward repurchase contract is a financial asset or a financial liability. If one of the settlement alternatives is to exchange cash for shares ((c) above), Entity A recognises a liability for the obligation to deliver cash, as illustrated in (c) above. Otherwise, Entity A accounts for the forward contract as a derivative.

**Example 2: Forward to sell shares**

- IE7. This example illustrates the journal entries for forward sale contracts on an entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by receiving cash in exchange for shares. It also discusses the effect of settlement options (see (d) below). To simplify the illustration, it is assumed that no dividends are paid on the underlying shares (i.e. the 'carry return' is zero) so that the present value of the forward price equals the spot price when the fair value of the forward contract is zero. The fair value of the forward has been computed as the difference between the market share price and the present value of the fixed forward price.

**Assumptions:**

|   |                 |
|---|-----------------|
| Contract date   | 1 February 2002 |
| Maturity date   | 31 January 2003 |
| Market price per share on 1 February 2002             | CU100           |
| Market price per share on 31 December 2002            | CU110           |
| Market price per share on 31 January 2003             | CU106           |
| Fixed forward price to be received on 31 January 2003 | CU104           |
| Present value of forward price on 1 February 2002     | CU100           |
| Number of shares under forward contract               | 1,000           |
| Fair value of forward on 1 February 2002              | CU0             |
| Fair value of forward on 31 December 2002             | CU(6,300)       |
| Fair value of forward on 31 January 2003              | CU(2,000)       |

**(a) Cash for cash ('net cash settlement')**

- IE8. On 1 February 2002, Entity A enters into a contract with Entity B to pay the fair value of 1,000 of Entity A's own outstanding ordinary shares as of 31 January 2003 in exchange for CU104,000 in cash (i.e. CU104 per share) on 31 January 2003. The contract will be settled net in cash. Entity A records the following journal entries.

**1 February 2002**

*No entry is required because the fair value of the derivative is zero and no cash is paid or received.*

**31 December 2002**

|    |                   |         |         |
|----|-------------------|---------|---------|
| Dr | Loss              | CU6,300 |         |
| Cr | Forward liability |         | CU6,300 |

*To record the decrease in the fair value of the forward contract.*

**31 January 2003**

|    |                   |         |         |
|----|-------------------|---------|---------|
| Dr | Forward liability | CU4,300 |         |
| Cr | Gain              |         | CU4,300 |

*To record the increase in the fair value of the forward contract (i.e. CU4,300 = CU6,300 – CU2,000).*

The contract is settled net in cash. Entity B has an obligation to deliver CU104,000 to Entity A, and Entity A has an obligation to deliver CU106,000 (CU106 x 1,000) to Entity B. Thus, Entity A pays the net amount of CU2,000 to Entity B.

|    |                   |         |         |
|----|-------------------|---------|---------|
| Dr | Forward liability | CU2,000 |         |
| Cr | Cash              |         | CU2,000 |

*To record the settlement of the forward contract.*

(b) *Shares for shares ('net share settlement')*

IE9. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as those shown in (a), except:

**31 January 2003**

The contract is settled net in shares. Entity A has a right to receive CU104,000 (CU104 x 1,000) worth of its shares and an obligation to deliver CU106,000 (CU106 x 1,000) worth of its shares to Entity A. Thus, Entity A delivers a net amount of CU2,000 (CU106,000 – CU104,000) worth of its shares to Entity B, i.e. 18.9 shares (CU2,000 / CU106).

|    |                   |         |         |
|----|-------------------|---------|---------|
| Dr | Forward liability | CU2,000 |         |
| Cr | Equity            |         | CU2,000 |

*To record the settlement of the forward contract. The issue of the entity's own shares is treated as an equity transaction.*

(c) *Shares for cash ('gross physical settlement')*

IE10. Assume the same facts as in (a), except that settlement will be made by receiving a fixed amount of cash and delivering a fixed number of the entity's own shares. Similarly to (a) and (b) above, the price per share that Entity A will pay in one year is fixed at CU104. Accordingly, Entity A has a right to receive CU104,000 in cash (CU104 x 1,000) and an obligation to deliver 1,000 of its own shares in one year. Entity A records the following journal entries.

**1 February 2002**

*No entry is made on 1 February. No cash is paid or received because the forward has an initial fair value of zero. A forward contract to deliver a fixed number of Entity A's own shares in exchange for a fixed amount of cash or another financial asset meets the definition of an equity instrument because it cannot be settled otherwise than through the delivery of shares in exchange for cash.*

**31 December 2002**

*No entry is made on 31 December because no cash is paid or received and a contract to deliver a fixed number of Entity A's own shares in exchange for a fixed amount of cash meets the definition of an equity instrument of the entity.*

**31 January 2003**

On 31 January 2003, Entity A receives CU104,000 in cash and delivers 1,000 shares.

|    |        |           |
|----|--------|-----------|
| Dr | Cash   | CU104,000 |
| Cr | Equity | CU104,000 |

*To record the settlement of the forward contract*

**(d) Settlement options**

IE11. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the forward contract is a financial asset or a financial liability. It does not meet the definition of an equity instrument because it can be settled otherwise than by Entity A repurchasing a fixed number of its own shares in exchange for paying a fixed amount of cash or another financial asset. Entity A recognises a derivative asset or liability, as illustrated in (a) and (b) above. The accounting entry to be made on settlement depends on how the contract is actually settled.

**Example 3: Purchased call option on shares**

IE12. This example illustrates the journal entries for a purchased call option right on the entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by delivering cash in exchange for the entity's own shares. It also discusses the effect of settlement options (see (d) below):

**Assumptions:**

|  |   |
|--|---|
| Contract date                                      | 1 February 2002   |
| Exercise date                                      | 31 January 2003   |
|  | (European terms, i.e. it can be exercised only at maturity) |
| Exercise right holder                              | Reporting entity (Entity A)                                 |
| Market price per share on 1 February 2002          | CU100   |
| Market price per share on 31 December 2002         | CU104   |
| Market price per share on 31 January 2003          | CU104   |
| Fixed exercise price to be paid on 31 January 2003 | CU102   |
| Number of shares under option contract             | 1,000   |
| Fair value of option on 1 February 2002            | CU5,000   |
| Fair value of option on 31 December 2002           | CU3,000   |
| Fair value of option on 31 January 2003            | CU2,000   |

(a) *Cash for cash ('net cash settlement')*

- IE13. On 1 February 2002, Entity A enters into a contract with Entity B that gives Entity B the obligation to deliver, and Entity A the right to receive the fair value of 1,000 of Entity A's own ordinary shares as of 31 January 2003 in exchange for CU102,000 in cash (i.e. CU102 per share) on 31 January 2003, if Entity A exercises that right. The contract will be settled net in cash. If Entity A does not exercise its right, no payment will be made. Entity A records the following journal entries.

**1 February 2002**

The price per share when the contract is agreed on 1 February 2002 is CU100. The initial fair value of the option contract on 1 February 2002 is CU5,000, which Entity A pays to Entity B in cash on that date. On that date, the option has no intrinsic value, only time value, because the exercise price of CU102 exceeds the market price per share of CU100 and it would therefore not be economic for Entity A to exercise the option. In other words, the call option is out of the money.

|    |                   |         |         |
|----|-------------------|---------|---------|
| Dr | Call option asset | CU5,000 |         |
| Cr | Cash              |         | CU5,000 |

*To recognise the purchased call option.*

**31 December 2002**

On 31 December 2002, the market price per share has increased to CU104. The fair value of the call option has decreased to CU3,000, of which CU2,000 is intrinsic value  $([CU104 - CU102] \times 1,000)$ , and CU1,000 is the remaining time value.

|    |                   |         |         |
|----|-------------------|---------|---------|
| Dr | Loss              | CU2,000 |         |
| Cr | Call option asset |         | CU2,000 |

*To record the decrease in the fair value of the call option.*

**31 January 2003**

On 31 January 2003, the market price per share is still CU104. The fair value of the call option has decreased to CU2,000, which is all intrinsic value  $([CU104 - CU102] \times 1,000)$  because no time value remains.

|    |                   |         |         |
|----|-------------------|---------|---------|
| Dr | Loss              | CU1,000 |         |
| Cr | Call option asset |         | CU1,000 |

*To record the decrease in the fair value of the call option.*

On the same day, Entity A exercises the call option and the contract is settled net in cash. Entity B has an obligation to deliver CU104,000 (CU104 x 1,000) to Entity A in exchange for CU102,000 (CU102 x 1,000) from Entity A, so Entity A receives a net amount of CU2,000.

|    |                   |         |         |
|----|-------------------|---------|---------|
| Dr | Cash              | CU2,000 |         |
| Cr | Call option asset |         | CU2,000 |

*To record the settlement of the option contract.*

*(b) Shares for shares ('net share settlement')*

- IE14. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as those shown in (a) except for recording the settlement of the option contract as follows:

**31 January 2003**

Entity A exercises the call option and the contract is settled net in shares. Entity B has an obligation to deliver CU104,000 (CU104 x 1,000) worth of Entity A's shares to Entity A in exchange for CU102,000 (CU102 x 1,000) worth of Entity A's shares. Thus, Entity B delivers the net amount of CU2,000 worth of shares to Entity A, i.e. 19.2 shares (CU2,000 / CU104).

|    |                   |         |         |
|----|-------------------|---------|---------|
| Dr | Equity            | CU2,000 |         |
| Cr | Call option asset |         | CU2,000 |

*To record the settlement of the option contract. The settlement is accounted for as a treasury share transaction (i.e. no gain or loss).*

*(c) Cash for shares ('gross physical settlement')*

- IE15. Assume the same facts as in (a) except that settlement will be made by receiving a fixed number of shares and paying a fixed amount of cash, if Entity A exercises the option. Similarly to (a) and (b) above, the exercise price per share is fixed at CU102. Accordingly, Entity A has a right to receive 1,000 of Entity A's own outstanding shares in exchange for CU102,000 (CU102 x 1,000) in cash, if Entity A exercises its option. Entity A records the following journal entries.

**1 February 2002**

|    |        |         |         |
|----|--------|---------|---------|
| Dr | Equity | CU5,000 |         |
| Cr | Cash   |         | CU5,000 |

*To record the cash paid in exchange for the right to receive Entity A's own shares in one year for a fixed price. The premium paid is recognised in equity.*

**31 December 2002**

*No entry is made on 31 December because no cash is paid or received and a contract that gives a right to receive a fixed number of Entity A's own shares in exchange for a fixed amount of cash meets the definition of an equity instrument of the entity.*

**31 January 2003**

Entity A exercises the call option and the contract is settled gross. Entity B has an obligation to deliver 1,000 of Entity A's shares in exchange for CU102,000 in cash.

|    |        |           |           |
|----|--------|-----------|-----------|
| Dr | Equity | CU102,000 |           |
| Cr | Cash   |           | CU102,000 |

*To record the settlement of the option contract.*

*(d) Settlement options*

- IE16. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the call option is a financial asset. It does not meet the definition of an equity instrument because it can be settled otherwise than by Entity A repurchasing a fixed number of its own shares in exchange for paying a fixed amount of cash or another financial asset. Entity A recognises a derivative asset, as illustrated in (a) and (b) above. The accounting entry to be made on settlement depends on how the contract is actually settled.

**Example 4: Written call option on shares**

- IE17. This example illustrates the journal entries for a written call option obligation on the entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by delivering cash in exchange for shares. It also discusses the effect of settlement options (see (d) below). *(a) Cash for cash ('net cash settlement')*

**Assumptions:**

|               |   |
|---------------|---|
| Contract date | 1 February 2002   |
| Exercise date | 31 January 2003   |
|               | (European terms, i.e. it can be exercised only at maturity) |

|  |                         |
|--|-------------------------|
| Exercise right holder                                  | Counterparty (Entity B) |
| Market price per share on 1 February 2002              | CU100                   |
| Market price per share on 31 December 2002             | CU104                   |
| Market price per share on 31 January 2003              | CU104                   |
| Fixed exercise price to be received on 31 January 2003 | CU102                   |
| Number of shares under option contract                 | 1,000                   |
| Fair value of option on 1 February 2002                | CU5,000                 |
| Fair value of option on 31 December 2002               | CU3,000                 |
| Fair value of option on 31 January 2003                | CU2,000                 |

*(a) Cash for cash ("net cash settlement")*

- IE18. Assume the same facts as in Example 3(a) above except that Entity A has written a call option on its own shares instead of having purchased a call option on them. Accordingly, on 1 February 2002 Entity A enters into a contract with Entity B that gives Entity B the right to receive and Entity A the obligation to pay the fair value of 1,000 of Entity A's own ordinary shares as of 31 January 2003 in exchange for CU102,000 in cash (i.e. CU102 per share) on 31 January 2003, if Entity B exercises that right. The contract will be settled net in cash. If Entity B does not exercise its right, no payment will be made. Entity A records the following journal entries.

**1 February 2002**

|    |                        |         |         |
|----|------------------------|---------|---------|
| Dr | Cash                   | CU5,000 |         |
| Cr | Call option obligation |         | CU5,000 |

*To recognise the written call option.*

**31 December 2002**

|    |                        |         |         |
|----|------------------------|---------|---------|
| Dr | Call option obligation | CU2,000 |         |
| Cr | Gain                   |         | CU2,000 |

*To record the decrease in the fair value of the call option.*

**31 January 2003**

|    |                        |         |         |
|----|------------------------|---------|---------|
| Dr | Call option obligation | CU1,000 |         |
| Cr | Gain                   |         | CU1,000 |

*To record the decrease in the fair value of the option.*

On the same day, Entity B exercises the call option and the contract is settled net in cash. Entity A has an obligation to deliver CU104,000 (CU104 x 1,000) to Entity B in exchange for CU102,000 (CU102 x 1,000) from Entity B, so Entity A pays a net amount of CU2,000.

|    |                        |         |         |
|----|------------------------|---------|---------|
| Dr | Call option obligation | CU2,000 |         |
| Cr | Cash                   |         | CU2,000 |

*To record the settlement of the option contract.*

**(b) Shares for shares ('net share settlement')**

- IE19. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as those shown in (a), except for recording the settlement of the option contract, as follows:

**31 January 2003**

Entity B exercises the call option and the contract is settled net in shares. Entity A has an obligation to deliver CU104,000 (CU104 x 1,000) worth of Entity A's shares to Entity B in exchange for CU102,000 (CU102 x 1,000) worth of Entity A's shares. Thus, Entity A delivers the net amount of CU2,000 worth of shares to Entity B, i.e. 19.2 shares (CU2,000 / CU104).

|    |                        |         |         |
|----|------------------------|---------|---------|
| Dr | Call option obligation | CU2,000 |         |
| Cr | Equity                 |         | CU2,000 |

*To record the settlement of the option contract. The settlement is accounted for as an equity transaction.*

**(c) Cash for shares ('gross physical settlement')**

- IE20. Assume the same facts as in (a) except that settlement will be made by delivering a fixed number of shares and receiving a fixed amount of cash, if Entity B exercises the option. Similarly to (a) and (b) above, the exercise price per share is fixed at CU102. Accordingly, Entity B has a right to receive 1,000 of Entity A's own outstanding shares in exchange for CU102,000 (CU102 x 1,000) in cash, if Entity B exercises its option. Entity A records the following journal entries.

**1 February 2002**

|    |        |         |         |
|----|--------|---------|---------|
| Dr | Cash   | CU5,000 |         |
| Cr | Equity |         | CU5,000 |

*To record the cash received in exchange for the obligation to deliver a fixed number of Entity A's own shares in one year for a fixed price. The premium received is recognised in equity. Upon exercise, the call would result in the issue of a fixed number of shares in exchange for a fixed amount of cash.*

**31 December 2002**

*No entry is made on 31 December because no cash is paid or received and a contract to deliver a fixed number of Entity A's own shares in exchange for a fixed amount of cash meets the definition of an equity instrument of the entity.*

**31 January 2003**

Entity B exercises the call option and the contract is settled gross. Entity A has an obligation to deliver 1,000 shares in exchange for CU102,000 in cash.

|    |        |           |           |
|----|--------|-----------|-----------|
| Dr | Cash   | CU102,000 |           |
| Cr | Equity |           | CU102,000 |

*To record the settlement of the option contract.*

**(d) Settlement options**

- IE21. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the call option is a financial liability. It does not meet the definition of an equity instrument because it can be settled otherwise than by Entity A issuing a fixed number of its own shares in exchange for receiving a fixed amount of cash or another financial asset. Entity A recognises a derivative liability, as illustrated in (a) and (b) above. The accounting entry to be made on settlement depends on how the contract is actually settled.

**Example 5: Purchased put option on shares**

- IE22. This example illustrates the journal entries for a purchased put option on the entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by delivering cash in exchange for shares. It also discusses the effect of settlement options (see (d) below).

**Assumptions:**

|               |   |
|---------------|---|
| Contract date | 1 February 2002   |
| Exercise date | 31 January 2003   |
|               | (European terms, i.e. it can be exercised only at maturity) |

| Exercise right holder                                  | Reporting entity (Entity A) |
|--|-----------------------------|
| Market price per share on 1 February 2002              | CU100                       |
| Market price per share on 31 December 2002             | CU95                        |
| Market price per share on 31 January 2003              | CU95                        |
| Fixed exercise price to be received on 31 January 2003 | CU98                        |
| Number of shares under option contract                 | 1,000                       |
| Fair value of option on 1 February 2002                | CU5,000                     |
| Fair value of option on 31 December 2002               | CU4,000                     |
| Fair value of option on 31 January 2003                | CU3,000                     |

(a) *Cash for cash ('net cash settlement')*

IE23. On 1 February 2002, Entity A enters into a contract with Entity B that gives Entity A the right to sell, and Entity B the obligation to buy the fair value of 1,000 of Entity A's own outstanding ordinary shares as of 31 January 2003 at a strike price of CU98,000 (i.e. CU98 per share) on 31 January 2003, if Entity A exercises that right. The contract will be settled net in cash. If Entity A does not exercise its right, no payment will be made. Entity A records the following journal entries.

**1 February 2002**

The price per share when the contract is agreed on 1 February 2002 is CU100. The initial fair value of the option contract on 1 February 2002 is CU5,000, which Entity A pays to Entity B in cash on that date. On that date, the option has no intrinsic value, only time value, because the exercise price of CU98 is less than the market price per share of CU100. Therefore it would not be economic for Entity A to exercise the option. In other words, the put option is out of the money.

|    |                  |         |         |
|----|------------------|---------|---------|
| Dr | Put option asset | CU5,000 |         |
| Cr | Cash             |         | CU5,000 |

*To recognise the purchased put option.*

**31 December 2002**

On 31 December 2002 the market price per share has decreased to CU95. The fair value of the put option has decreased to CU4,000, of which CU3,000 is intrinsic value  $[(CU98 - CU95) \times 1,000]$  and CU1,000 is the remaining time value.

|    |                  |         |         |
|----|------------------|---------|---------|
| Dr | Loss             | CU1,000 |         |
| Cr | Put option asset |         | CU1,000 |

*To record the decrease in the fair value of the put option.*

**31 January 2003**

On 31 January 2003 the market price per share is still CU95. The fair value of the put option has decreased to CU3,000, which is all intrinsic value  $[(CU98 - CU95) \times 1,000]$  because no time value remains.

|    |                  |         |         |
|----|------------------|---------|---------|
| Dr | Loss             | CU1,000 |         |
| Cr | Put option asset |         | CU1,000 |

*To record the decrease in the fair value of the option.*

On the same day, Entity A exercises the put option and the contract is settled net in cash. Entity B has an obligation to deliver CU98,000 to Entity A and Entity A has an obligation to deliver CU95,000 (CU95 x 1,000) to Entity B, so Entity B pays the net amount of CU3,000 to Entity A.

|    |                  |         |         |
|----|------------------|---------|---------|
| Dr | Cash             | CU3,000 |         |
| Cr | Put option asset |         | CU3,000 |

*To record the settlement of the option contract.*

(b) *Shares for shares ('net share settlement')*

IE24. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as shown in (a), except:

### **31 January 2003**

Entity A exercises the put option and the contract is settled net in shares. In effect, Entity B has an obligation to deliver CU98,000 worth of Entity A's shares to Entity A, and Entity A has an obligation to deliver CU95,000 worth of Entity A's shares (CU95 x 1,000) to Entity B, so Entity B delivers the net amount of CU3,000 worth of shares to Entity A, i.e. 31.6 shares (CU3,000 / CU95).

|    |                  |         |         |
|----|------------------|---------|---------|
| Dr | Equity           | CU3,000 |         |
| Cr | Put option asset |         | CU3,000 |

*To record the settlement of the option contract.*

(c) *Cash for shares ('gross physical settlement')*

IE25. Assume the same facts as in (a) except that settlement will be made by receiving a fixed amount of cash and delivering a fixed number of Entity A's shares, if Entity A exercises the option. Similarly to (a) and (b) above, the exercise price per share is fixed at CU98. Accordingly, Entity B has an obligation to pay CU98,000 in cash to Entity A (CU98 x 1,000) in exchange for 1,000 of Entity A's outstanding shares, if Entity A exercises its option. Entity A records the following journal entries.

### **1 February 2002**

|    |        |         |         |
|----|--------|---------|---------|
| Dr | Equity | CU5,000 |         |
| Cr | Cash   |         | CU5,000 |

*To record the cash received in exchange for the right to deliver Entity A's own shares in one year for a fixed price. The premium paid is recognised directly in equity. Upon exercise, it results in the issue of a fixed number of shares in exchange for a fixed price.*

### **31 December 2002**

*No entry is made on 31 December because no cash is paid or received and a contract to deliver a fixed number of Entity A's own shares in exchange for a fixed amount of cash meets the definition of an equity instrument of Entity A.*

**31 January 2003**

Entity A exercises the put option and the contract is settled gross. Entity B has an obligation to deliver CU98,000 in cash to Entity A in exchange for 1,000 shares.

|    |        |          |          |
|----|--------|----------|----------|
| Dr | Cash   | CU98,000 |          |
| Cr | Equity |          | CU98,000 |

*To record the settlement of the option contract.*

**(d) Settlement options**

IE26. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the put option is a financial asset. It does not meet the definition of an equity instrument because it can be settled otherwise than by Entity A issuing a fixed number of its own shares in exchange for receiving a fixed amount of cash or another financial asset. Entity A recognises a derivative asset, as illustrated in (a) and (b) above. The accounting entry to be made on settlement depends on how the contract is actually settled.

**Example 6: Written put option on shares**

IE27. This example illustrates the journal entries for a written put option on the entity's own shares that will be settled (a) net in cash, (b) net in shares or (c) by delivering cash in exchange for shares. It also discusses the effect of settlement options (see (d) below).

**Assumptions:**

|  |   |
|--|---|
| Contract date                                      | 1 February 2002   |
| Exercise date                                      | 31 January 2003   |
|  | (European terms, i.e. it can be exercised only at maturity) |
| Exercise right holder                              | Counterparty (Entity B)                                     |
| Market price per share on 1 February 2002          | CU100   |
| Market price per share on 31 December 2002         | CU95  |
| Market price per share on 31 January 2003          | CU95  |
| Fixed exercise price to be paid on 31 January 2003 | CU98  |
| Present value of exercise price on 1 February 2002 | CU95  |
| Number of shares under option contract             | 1,000   |
| Fair value of option on 1 February 2002            | CU5,000   |
| Fair value of option on 31 December 2002           | CU4,000   |
| Fair value of option on 31 January 2003            | CU3,000   |

**(a) Cash for cash ('net cash settlement')**

IE28. Assume the same facts as in Example 5(a) above, except that Entity A has written a put option on its own shares instead of having purchased a put option on its own shares. Accordingly, on 1 February 2002, Entity A enters into a contract with Entity B that gives Entity B the right to receive and Entity A the obligation to pay the fair value of 1,000 of Entity A's outstanding ordinary shares as of 31 January 2003 in

exchange for CU98,000 in cash (i.e. CU98 per share) on 31 January 2003, if Entity B exercises that right. The contract will be settled net in cash. If Entity B does not exercise its right, no payment will be made. Entity A records the following journal entries.

**1 February 2002**

|    |                      |         |         |
|----|----------------------|---------|---------|
| Dr | Cash                 | CU5,000 |         |
| Cr | Put option liability |         | CU5,000 |

*To recognise the written put option.*

**31 December 2002**

|    |                      |         |         |
|----|----------------------|---------|---------|
| Dr | Put option liability | CU1,000 |         |
| Cr | Gain                 |         | CU1,000 |

*To record the decrease in the fair value of the put option.*

**31 January 2003**

|    |                      |         |         |
|----|----------------------|---------|---------|
| Dr | Put option liability | CU1,000 |         |
| Cr | Gain                 |         | CU1,000 |

*To record the decrease in the fair value of the put option.*

On the same day, Entity B exercises the put option and the contract is settled net in cash. Entity A has an obligation to deliver CU98,000 to Entity B, and Entity B has an obligation to deliver CU95,000 (CU95 x 1,000) to Entity A. Thus, Entity A pays the net amount of CU3,000 to Entity B.

|    |                      |         |         |
|----|----------------------|---------|---------|
| Dr | Put option liability | CU3,000 |         |
| Cr | Cash                 |         | CU3,000 |

*To record the settlement of the option contract.*

(b) *Shares for shares ('net share settlement')*

IE29. Assume the same facts as in (a) except that settlement will be made net in shares instead of net in cash. Entity A's journal entries are the same as those in (a), except for the following:

**31 January 2003**

Entity B exercises the put option and the contract is settled net in shares. In effect, Entity A has an obligation to deliver CU98,000 worth of shares to Entity B, and Entity B has an obligation to deliver CU95,000 worth of Entity A's shares (CU95 x 1,000) to Entity A. Thus, Entity A delivers the net amount of CU3,000 worth of Entity A's shares to Entity B, i.e. 31.6 shares (3,000 / 95).

|    |                      |         |         |
|----|----------------------|---------|---------|
| Dr | Put option liability | CU3,000 |         |
| Cr | Equity               |         | CU3,000 |

*To record the settlement of the option contract. The issue of Entity A's own shares is accounted for as an equity transaction.*

(c) *Cash for shares ('gross physical settlement')*

- IE30. Assume the same facts as in (a) except that settlement will be made by delivering a fixed amount of cash and receiving a fixed number of shares, if Entity B exercises the option. Similarly to (a) and (b) above, the exercise price per share is fixed at CU98. Accordingly, Entity A has an obligation to pay CU98,000 in cash to Entity B (CU98 x 1,000) in exchange for 1,000 of Entity A's outstanding shares, if Entity B exercises its option. Entity A records the following journal entries.

**1 February 2002**

|    |        |         |         |
|----|--------|---------|---------|
| Dr | Cash   | CU5,000 |         |
| Cr | Equity |         | CU5,000 |

*To recognise the option premium received of CU5,000 in equity.*

|    |           |          |          |
|----|-----------|----------|----------|
| Dr | Equity    | CU95,000 |          |
| Cr | Liability |          | CU95,000 |

*To recognise the present value of the obligation to deliver CU98,000 in one year, i.e. CU95,000, as a liability.*

**31 December 2002**

|    |                  |         |         |
|----|------------------|---------|---------|
| Dr | Interest expense | CU2,750 |         |
| Cr | Liability        |         | CU2,750 |

*To accrue interest in accordance with the effective interest method on the liability for the share redemption amount.*

**31 January 2003**

|    |                  |       |       |
|----|------------------|-------|-------|
| Dr | Interest expense | CU250 |       |
| Cr | Liability        |       | CU250 |

*To accrue interest in accordance with the effective interest method on the liability for the share redemption amount.*

On the same day, Entity B exercises the put option and the contract is settled gross. Entity A has an obligation to deliver CU98,000 in cash to Entity B in exchange for CU95,000 worth of shares (CU95 x 1,000).

|    |           |          |          |
|----|-----------|----------|----------|
| Dr | Liability | CU98,000 |          |
| Cr | Cash      |          | CU98,000 |

*To record the settlement of the option contract.*

(d) *Settlement options*

- IE31. The existence of settlement options (such as net in cash, net in shares or by an exchange of cash and shares) has the result that the written put option is a financial liability. If one of the settlement alternatives is to exchange cash for shares ((c) above), Entity A recognises a liability for the obligation to deliver cash, as illustrated in (c) above. Otherwise, Entity A accounts for the put option as a derivative liability.

## Entities such as Mutual Funds and Co-operatives whose Share Capital is not Equity as Defined in HKAS 32

### Example 7: Entities with no equity

IE32. The following example illustrates an income statement and balance sheet format that may be used by entities such as mutual funds that do not have equity as defined in HKAS 32. Other formats are possible.

#### *Income statement for the year ended 31 December 20x1*

|  | <b>20x1</b>         | <b>20x0</b>         |
|--|---------------------|---------------------|
|  | CU                  | CU                  |
| Revenue  | 2,956               | 1,718               |
| Expenses (classified by nature or function)      | <u>(644)</u>        | <u>(614)</u>        |
| Profit from operating activities                 | 2,312               | 1,104               |
| Finance costs – other finance costs              | (47)                | (47)                |
| – distributions to unitholders                   | <u>(50)</u>         | <u>(50)</u>         |
| Change in net assets attributable to unitholders | <u><u>2,215</u></u> | <u><u>1,007</u></u> |

#### *Balance sheet at 31 December 20x1*

|   | CU            | <b>20x1</b>          | CU            | <b>20x0</b>          |
|---|---------------|----------------------|---------------|----------------------|
|   |               | CU                   |               | CU                   |
| <b>ASSETS</b>   |               |                      |               |                      |
| Non-current assets (classified in accordance with HKAS 1)   | <u>91,374</u> |                      | <u>78,484</u> |                      |
| <b>Total non-current assets</b>   |               | 91,374               |               | 78,484               |
| Current assets (classified in accordance with HKAS 1)   | <u>1,422</u>  |                      | <u>1,769</u>  |                      |
| <b>Total current assets</b>   |               | <u>1,422</u>         |               | <u>1,769</u>         |
| <b>Total assets</b>   |               | <u>92,796</u>        |               | <u>80,253</u>        |
| <b>LIABILITIES</b>  |               |                      |               |                      |
| Current liabilities (classified in accordance with HKAS 1)  | <u>647</u>    |                      | <u>66</u>     |                      |
| <b>Total current liabilities</b>  |               | (647)                |               | (66)                 |
| Non-current liabilities excluding net assets attributable to unitholders (classified in accordance with HKAS 1) | <u>280</u>    |                      | <u>136</u>    |                      |
|   |               | <u>(280)</u>         |               | <u>(136)</u>         |
| <b>Net assets attributable to unitholders</b>   |               | <u><u>91,869</u></u> |               | <u><u>80,051</u></u> |

### Example 8: Entities with some equity

IE33. The following example illustrates an income statement and balance sheet format that may be used by entities whose share capital is not equity as defined in HKAS 32 because the entity has an obligation to repay the share capital on demand. Other formats are possible.

**Income statement for the year ended 31 December 20x1**

|  | <b>20x1</b>  | <b>20x0</b>  |
|--|--------------|--------------|
|  | CU           | CU           |
| Revenue                                      | 472          | 498          |
| Expenses (classified by nature or function)  | <u>(367)</u> | <u>(396)</u> |
| Profit from operating activities             | 105          | 102          |
| Finance costs – other finance costs          | (4)          | (4)          |
| – distributions to members                   | <u>(50)</u>  | <u>(50)</u>  |
| Change in net assets attributable to members | <u>51</u>    | <u>48</u>    |

**Balance sheet at 31 December 20x1**

|  | CU         | <b>20x1</b>  | CU         | <b>20x0</b>  |
|--|------------|--------------|------------|--------------|
|  |            | CU           |            | CU           |
| <b>ASSETS</b>  |            |              |            |              |
| Non-current assets (classified in accordance with HKAS 1)      | <u>908</u> |              | <u>830</u> |              |
| <b>Total non-current assets</b>                                |            | 908          |            | 830          |
| Current assets (classified in accordance with HKAS 1)          | <u>383</u> |              | <u>350</u> |              |
| <b>Total current assets</b>                                    |            | <u>383</u>   |            | <u>350</u>   |
| <b>Total assets</b>  |            | <u>1,291</u> |            | <u>1,180</u> |
| <b>LIABILITIES</b>   |            |              |            |              |
| Current liabilities (classified in accordance with HKAS 1)     | 372        |              | 338        |              |
| <b>Share capital repayable on demand</b>                       | <u>202</u> |              | <u>161</u> |              |
| <b>Total current liabilities</b>                               |            | <u>(574)</u> |            | <u>(499)</u> |
| <b>Total assets less current liabilities</b>                   |            | <u>717</u>   |            | <u>681</u>   |
| Non-current liabilities (classified in accordance with HKAS 1) | <u>187</u> |              | <u>196</u> |              |
|  |            | 187          |            | 196          |
| <b>RESERVES*</b>   |            |              |            |              |
| Reserves e.g. revaluation reserve, retained earnings etc       | 530        |              | 485        |              |
|  |            | <u>530</u>   |            | <u>485</u>   |
|  |            | <u>717</u>   |            | <u>681</u>   |
| <b>MEMORANDUM NOTE – TOTAL MEMBERS' INTERESTS</b>              |            |              |            |              |
| Share capital repayable on demand                              |            | 202          |            | 161          |
| Reserves   |            | <u>530</u>   |            | <u>485</u>   |
|  |            | <u>732</u>   |            | <u>646</u>   |

\* In this example, the entity has no obligation to deliver a share of its reserves to its members.

## Accounting for Compound Financial Instruments

### Example 9: Separation of a compound financial instrument on initial recognition

- IE34. Paragraph 28 describes how the components of a compound financial instrument are separated by the entity on initial recognition. The following example illustrates how such a separation is made.
- IE35. An entity issues 2,000 convertible bonds at the start of year 1. The bonds have a three-year term, and are issued at par with a face value of CU1,000 per bond, giving total proceeds of CU2,000,000. Interest is payable annually in arrears at a nominal annual interest rate of 6 per cent. Each bond is convertible at any time up to maturity into 250 ordinary shares. When the bonds are issued, the prevailing market interest rate for similar debt without conversion options is 9 per cent.
- IE36. The liability component is measured first, and the difference between the proceeds of the bond issue and the fair value of the liability is assigned to the equity component. The present value of the liability component is calculated using a discount rate of 9 per cent, the market interest rate for similar bonds having no conversion rights, as shown below.

|   |           |
|---|-----------|
|   | CU        |
| Present value of the principal – CU2,000,000 payable at the end of three years        | 1,544,367 |
| Present value of the interest – CU120,000 payable annually in arrears for three years | 303,755   |
| Total liability component   | 1,848,122 |
| Equity component (by deduction)   | 151,878   |
| Proceeds of the bond issue  | 2,000,000 |

### Example 10: Separation of a compound financial instrument with multiple embedded derivative features

- IE37. The following example illustrates the application of paragraph 31 to the separation of the liability and equity components of a compound financial instrument with multiple embedded derivative features.
- IE38. Assume that the proceeds received on the issue of a callable convertible bond are CU60. The value of a similar bond without a call or equity conversion option is CU57. Based on an option pricing model, it is determined that the value to the entity of the embedded call feature in a similar bond without an equity conversion option is CU2. In this case, the value allocated to the liability component under paragraph 31 is CU55 (CU57 – CU2) and the value allocated to the equity component is CU5 (CU60 – CU55).

### Example 11: Repurchase of a convertible instrument

- IE39. The following example illustrates how an entity accounts for a repurchase of a convertible instrument. For simplicity, at inception, the face amount of the instrument is assumed to be equal to the aggregate carrying amount of its liability and equity components in the financial statements, i.e. no original issue premium or discount exists. Also, for simplicity, tax considerations have been omitted from the example.

- IE40. On 1 January 1999, Entity A issued a 10 per cent convertible debenture with a face value of CU1,000 maturing on 31 December 2008. The debenture is convertible into ordinary shares of Entity A at a conversion price of CU25 per share. Interest is payable half-yearly in cash. At the date of issue, Entity A could have issued non-convertible debt with a ten-year term bearing a coupon interest rate of 11 per cent.
- IE41. In the financial statements of Entity A the carrying amount of the debenture was allocated on issue as follows:

|   | CU                  |
|---|---------------------|
| <b>Liability component</b>  |                     |
| Present value of 20 half-yearly interest payments of CU50, discounted at 11%        | 597                 |
| Present value of CU1,000 due in 10 years, discounted at 11%, compounded half-yearly | 343                 |
|   | <u>940</u>          |
| <b>Equity component</b>   |                     |
| (difference between CU1,000 total proceeds and CU940 allocated above)               | 60                  |
| <b>Total proceeds</b>   | <u><u>1,000</u></u> |

- IE42. On 1 January 2004, the convertible debenture has a fair value of CU1,700.
- IE43. Entity A makes a tender offer to the holder of the debenture to repurchase the debenture for CU1,700, which the holder accepts. At the date of repurchase, Entity A could have issued non-convertible debt with a five-year term bearing a coupon interest rate of 8 per cent.
- IE44. The repurchase price is allocated as follows:

|   | Carrying<br>Value<br>CU | Fair<br>Value<br>CU | Difference<br>CU    |
|---|-------------------------|---------------------|---------------------|
| <b>Liability component:</b>   |                         |                     |                     |
| Present value of 10 remaining half-yearly interest payments of CU50, discounted at 11% and 8%, respectively | <u>377</u>              | <u>405</u>          |                     |
| Present value of CU1,000 due in 5 years, discounted at 11% and 8%, compounded half-yearly, respectively     | <u>585</u>              | <u>676</u>          |                     |
|   | 962                     | 1,081               | (119)               |
| <b>Equity component</b>   | <u>60</u>               | <u>619*</u>         | <u>(559)</u>        |
| <b>Total</b>  | <u><u>1,022</u></u>     | <u><u>1,700</u></u> | <u><u>(678)</u></u> |

\* This amount represents the difference between the fair value amount allocated to the liability component and the repurchase price of CU1,700.

IE45. Entity A recognises the repurchase of the debenture as follows:

|    |  |       |         |
|----|--|-------|---------|
| Dr | Liability component  | CU962 |         |
| Dr | Debt settlement expense (income statement)                     | CU119 |         |
| Cr | Cash   |       | CU1,081 |
|    | <i>To recognise the repurchase of the liability component.</i> |       |         |
| Dr | Equity   | CU619 |         |
| Cr | Cash   |       | CU619   |
|    | <i>To recognise the cash paid for the equity component.</i>    |       |         |

IE46. The equity component remains as equity, but may be transferred from one line item within equity to another.

**Example 12: Amendment of the terms of a convertible instrument to induce early conversion**

IE47. The following example illustrates how an entity accounts for the additional consideration paid when the terms of a convertible instrument are amended to induce early conversion.

IE48. On 1 January 1999, Entity A issued a 10 per cent convertible debenture with a face value of CU1,000 with the same terms as described in Example 11. On 1 January 2000, to induce the holder to convert the convertible debenture promptly, Entity A reduces the conversion price to CU20 if the debenture is converted before 1 March 2000 (i.e. within 60 days).

IE49. Assume the market price of Entity A's ordinary shares on the date the terms are amended is CU40 per share. The fair value of the incremental consideration paid by Entity A is calculated as follows:

*Number of ordinary shares to be issued to debenture holders under amended conversion terms:*

|  |                       |
|--|-----------------------|
| Face amount  | CU1,000               |
| New conversion price                                 | <u>CU20 per share</u> |
| Number of ordinary shares to be issued on conversion | <u>50 shares</u>      |

*Number of ordinary shares to be issued to debenture holders under original conversion terms:*

|  |                       |
|--|-----------------------|
| Face amount                                      | CU1,000               |
| New conversion price                             | <u>CU25 per share</u> |
| Number of ordinary shares issued upon conversion | <u>40 shares</u>      |

*Number of incremental ordinary shares issued upon conversion*

10 shares

*Value of incremental ordinary shares issued upon conversion*

|  |              |
|--|--------------|
| CU40 per share x 10 incremental shares | <u>CU400</u> |
|--|--------------|

IE50. The incremental consideration of CU400 is recognised as a loss in profit or loss.

## Appendix A

### **Amendments to Illustrative Examples on HKAS 32 and HKAS 1 *Puttable Financial Instruments and Obligations Arising on Liquidation* (issued in June 2008) - effective for annual periods beginning on or after 1 January 2009**

*The following sets out amendments required for this Guidance resulting from amendments to HKAS 32 and HKAS 1 that are not yet effective. Once effective, the amendments set out below will be incorporated into the text of this Guidance and this appendix will be deleted. In the amended paragraphs shown below, new text is underlined and deleted text is struck through.*

Paragraphs IE1 and IE33 are amended (new text is underlined).

#### **Accounting for contracts on equity instruments of an entity**

IE1 The following examples\* illustrate the application of paragraphs 15 – 27 and HKAS 39 to the accounting for contracts on an entity’s own equity instruments (other than the financial instruments specified in paragraphs 16A and 16B or paragraphs 16C and 16D).

\* In these examples, monetary amounts are denominated in ‘currency units’ (CU).

#### **Example 8: Entities with some equity**

IE33 The following example illustrates a format of a statement of comprehensive income and statement of financial position that may be used by entities whose share capital is not equity as defined in HKAS 32 because the entity has an obligation to repay the share capital on demand but does not have all the features or meet the conditions in paragraphs 16A and 16B or paragraphs 16C and 16D. Other formats are possible.

## Appendix **B**

### **Amendments resulting from other Illustrative Examples**

*The following sets out amendments required for this Guidance resulting from other newly issued HKFRSs that are not yet effective. Once effective, the amendments set out below will be incorporated into the text of this Guidance and this appendix will be deleted. In the amended paragraphs shown below, new text is underlined and deleted text is struck through.*

#### **HKAS 1 *Presentation of Financial Statements* (issued in December 2007) – effective for annual periods beginning on or after 1 January 2009**

In paragraphs IE32 and IE33, ‘an income statement and balance sheet format’ is amended to ‘a format of a statement of comprehensive income and statement of financial position’.

In the statement of financial position following paragraph IE33, ‘**RESERVES**’ is amended to ‘**OTHER COMPONENTS OF EQUITY**’.

In paragraph IE45, ‘income statement’ is amended to ‘profit or loss’.