

SEMINAR ON ISLAMIC DEPOSIT INSURANCE, KUALA LUMPUR 18-19 AUGUST 2008

Key Question

What are the differences between Islamic banking and conventional banking from risk perspective?



Scope of Presentation

- 1. Characteristics of Islamic Banking
- 2. Risk Matrix
- 3. Issues and Challenges



Characteristics of Islamic banking



Salient Features of Islamic Banking

Islamic financial transactions are based on Shariah principles (Islamic jurisprudence) ...

- No element of usury
- No element of uncertainty
- No element of gambling
- No trading/investment in prohibited commodities



Contractual Relationship

Islamic contracts in Islamic banking operation ...

Shariah Principles

Free from Usury

No Uncertainty

No element of gambling

No prohibited commodities

Islamic contracts

- Cost-plus (Murabahah)
- Future delivery (Salam)
- Purchase by order (Istisna')
- Leasing (*ljarah*)
- Profit sharing (Mudharabah)
- Joint-venture (Musharakah)
- Wadiah (safe custody)
- > Others

Relationship

In addition to debtor-creditor, other relationship includes custodian, lessor-lessee, investor-entrepreneur and buyer-seller.



Contractual Relationship

Relationships in sources and Application of funds

Savings/demand deposits

Investment deposits

Capital

- Financing
- Securities
- Others

Ownership and risks

Islamic banking

Custodian

Buyer-seller → Debtor-creditor

Investor-entrepreneur

Investor-manager



100% owned by the bank

Co-ownership of asset

Risk

- Fully transfer to depositor
- · Partially transfer to depositor
- Fully borne by bank

Conventional banking

Debtor-creditor

Investor-manager



100% owned by the bank

Risk

Fully borne by bank



Balance Sheet Components

Islamic banking

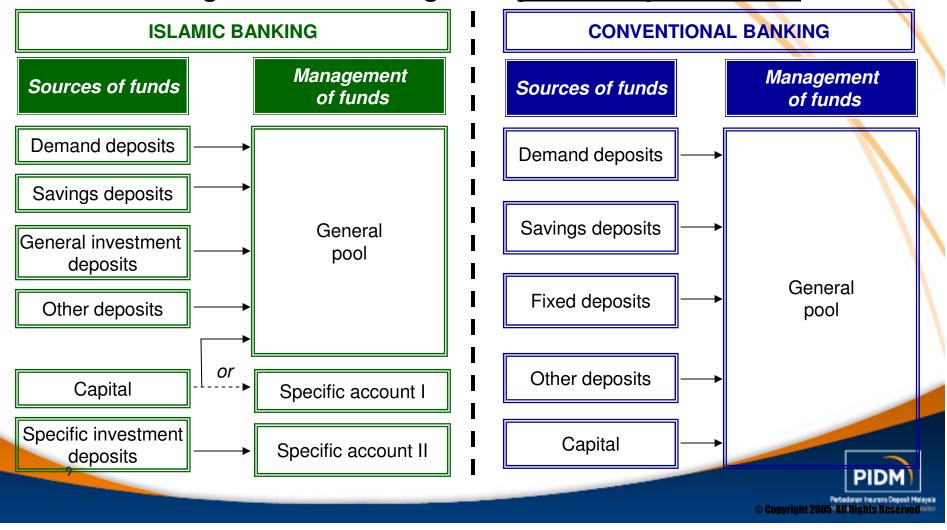
Conventional banking

Pertoducer Incures Deposit Malaysia
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Cash and cash equivalents Securities portfolio Loan and advances Other assets Statutory deposits Investment in subsidiaries Investment in associates Fixed assets
LIABILITIES
Deposits Other liabilities
OWNERS' EQUITY

Management of Funds

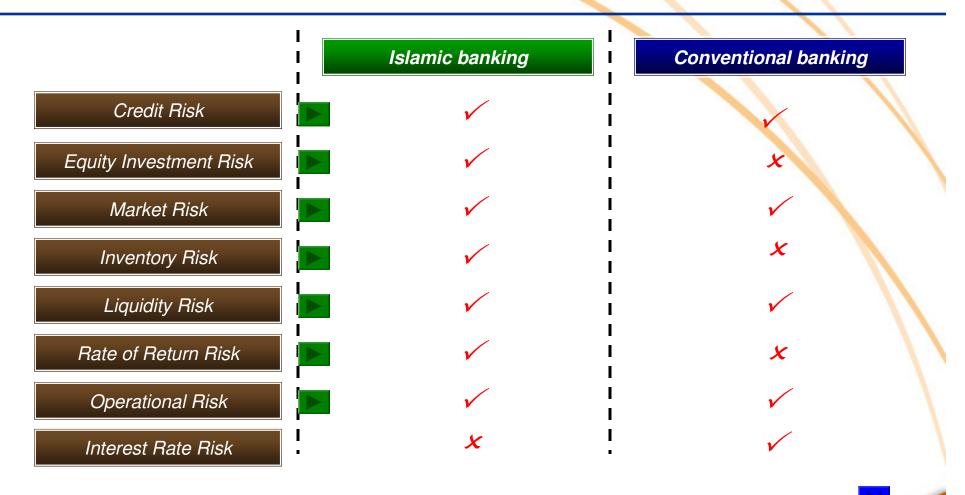
While conventional banking funds are managed on pool basis, Islamic banking funds are managed on pool or separate basis ...



Risk Matrix



Risk Matrix



A number of risks unique to Islamic banks.



Credit Risk

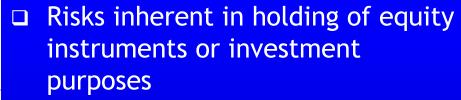
Counterparty fails to meet its obligations in accordance with agreed terms

- Generally similar to conventional banking
- ☐ Credit risk prevalent across the Islamic financing contracts whether sale-based, leasing or profit-and-loss sharing ("PLS") contracts.



Equity Investment Risk

Risk arising from entering into partnership



- □ Risk profile of potential partners
- Under PLS contracts, the capital invested by the provider of finance (the bank) does not constitute a fixed return, but explicitly exposed to impairment in the event of losses (capital impairment risk)



Muda



Market Risk

Arising from movement in market prices

- Relates to current and future volatility of market values of specific assets
- Additional issues to consider for Islamic banks:
 - Importance of asset-liability management
 - Limited hedging instruments against the market risks



Inventory Risk

Where ownership of assets lies with the banks

- Some Islamic financing contracts involves Islamic banks taking ownership of assets
- ☐ The bank is exposed to inventory risk in the event the customer does not buy the asset (credit risk)
- Holding of the inventory also exposes the bank to price volatility (market risk)



Liquidity Risk

Loss arising from inability to meet obligations

- ☐ Limited liquidity management instruments
- Limited interbank and money market
- ☐ Limited secondary debt market which may hamper liquidity of Islamic debt instruments
- □ Lender of last resort facilities
- Use of Commodity Murabahah to manage liquidity



Rate of Return Risk

Rates of return risks is potential impact on the returns caused by unexpected change in the rate of return

- Returns to profit-sharing investment account holders are not fixed up-front - theoretically, investors will accept profit or loss on investment
- Practically, Islamic banks are wary of potential withdrawal of funds due to uncompetitive profit rate
- □ Displaced commercial risk
- Profit Equalisation Reserves and Investment Risk Reserves



Operational Risk

Risk of losses resulting from inadequate or failed internal processes, people and systems or from external events

- Crucial for Islamic banks
- Compliance with local legal framework
- Compliance with Shariah rules
- □ Reputation risk
 - For an Islamic bank Reputation is even more important



MDIC's Risk Assessment

- Common methodology but two different applications
- For Islamic banks, the additional risk perspectives are considered and analysed
- Additional financial indicators identified and developed
- Currently developing new benchmark for Islamic banks in terms of financial ratios



Issues & Challenges



Issues & Challenges

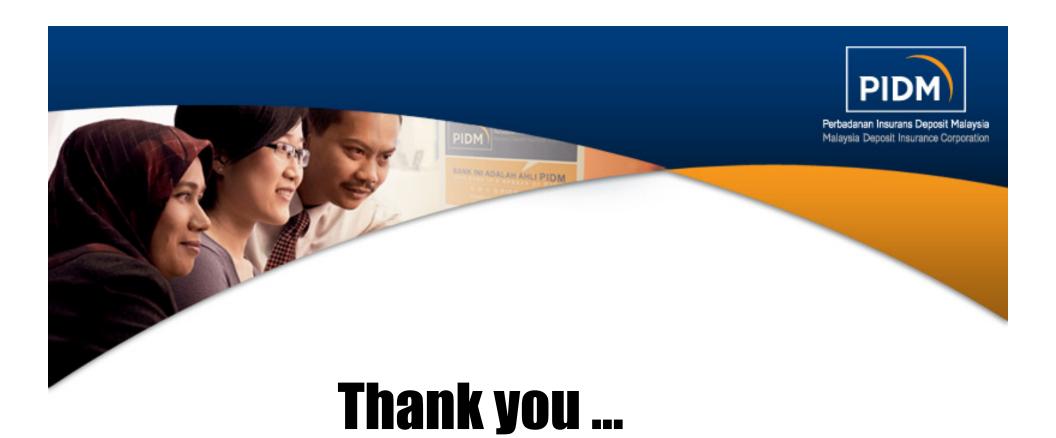
- Islamic banking fairly new
- New products being developed and introduced
- Information disclosure
- To monitor changes and develop new financial indicators where necessary



Conclusion

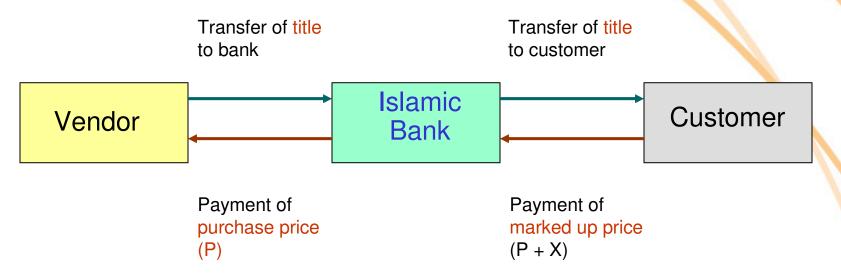
- There are differences in terms of risks faced by Islamic banks compared to conventional banks
- As a result, the risk assessment techniques need to consider these risks
- The fast-paced development of Islamic banking means that risk assessment approach needs to be continuously refined
- □ Are Islamic banks more risky?





MURABAHAH (Cost Plus)

Murabaha refers to contract in which FI purchases goods upon request of a client, who makes deferred payments that cover costs and an agreed profit margin for the FI.

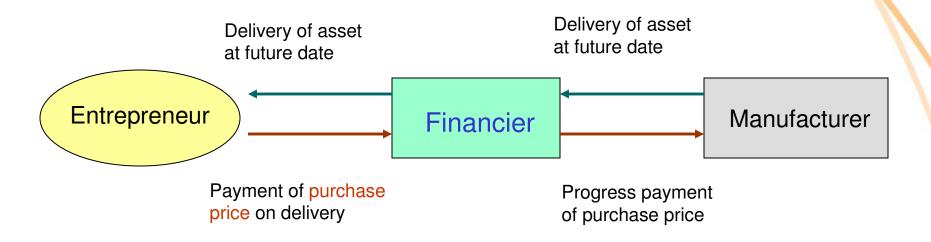


The responsibilities of various parties to a Murabaha contract are set out below:

- Bank buys asset from vendor for P
- Customer then buys asset from bank at a marked up price (P+X), which is payable on a deferred payment basis
- The period covering the deferred payment is effectively the period of financing
- Title to assets is transferred to customer at time of purchase but usually customer
 provides same or other assets as collateral to the bank for the period of financing

ISTISNA'

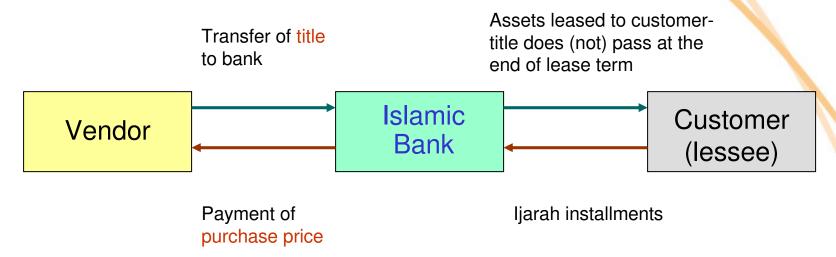
Istisna is primarily a deferred delivery sale contract. It is similar to conventional work in progress financing for Capital project. In practice it is usually used for construction and trade finance such as pre-shipment export finance.





IJARAH (Leasing) MUNTAHIA BITTAMLEEK

An Ijarah is a lease purchase contract in which FI purchases capital equipment or property and leases it to an enterprise. FI may rent equipment through its use.



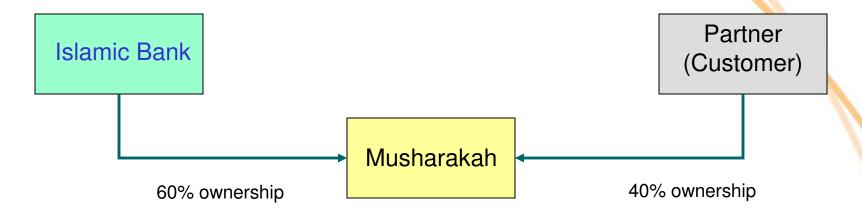
The responsibilities of various parties to a ljarah contract are set out below:

- Bank buys asset from the vendor and then leases asset to customer
- Periodic rentals are collected by the bank
- Title of asset remains with bank under an operating ligrah
- Title passes to the customer under an IMB at the end of contract.



MUSHARAKAH (Joint-venture)

Musharakah is a partnership between a FI and an enterprise in which FI supplies working capital. Notes of participation sold to investors provide the funding.



The responsibilities of various parties to a Musharakah contract are set out below:

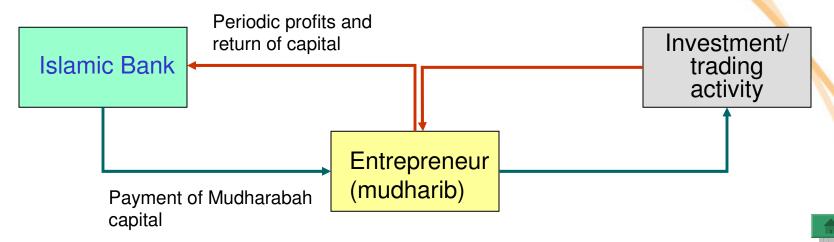
- Both customer and bank contribute toward the capital of the enterprise
- Under diminishing musharakah, customer buys out bank's share over a period of time
- Customer and bank share in profits according to agreed proportions, which may be different from proportions of capital contributed. Any losses of enterprise will be borne by customer and bank according to their capital contributions.





MUDHARABAH (Profit Sharing)

Mudharabah is a contract between investors and FI that acting as a silent partner, invests in a commercial activity that earns each partner an agreed portion of profits of the venture. Mudharabah investments may be made for fixed terms and arranged through negotiable instruments and thus may have characteristics similar to those of shares.



The responsibilities of various parties to a Mudharabah contract are set out below:

- Bank provides to customer (mudharib) the capital to fund a specified enterprise
- Customer does not contribute capital but contributes management expertise (or entrepreneurship)
- Customer is responsible for day-to-day management of enterprise and is entitled to deduct its management fee (mudharib fee) from the enterprise's profits
 In the enterprise make a loss, bank has to bear all losses unless resulted from negligible.