



PRINCIPLES *of*  
RECIPROCITY &  
DATA  
EXCHANGE

## PRINCIPLES OF RECIPROCITY AND DATA EXCHANGE (PRDE)

POSSIBLE PRDE CHANGES compared to PRDE Version 22

Version XX (As at XX)

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### INTRODUCTION

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The PRDE is a set of agreed principles that credit reporting bodies (**CRBs**) and credit providers (**CPs**) agree to abide by to ensure those **CRBs** and **CPs** have trust and confidence in their credit reporting exchange. The PRDE is not intended to be relied upon by non-signatories, or other stakeholders, in any way or in any forum.

The intention of the PRDE is to create a clear standard for the management, treatment and acceptance of credit related information amongst **signatories**. The PRDE only applies to consumer **credit information** and **credit reporting information**.

Adherence to the **ACRDS** is a fundamental part of the PRDE for **signatories**, as is adherence to the principles of reciprocity as set out in this PRDE.

For the avoidance of doubt, a requirement on a **CP** to **contribute credit information** only applies to the available information held by that **CP**. If the **CP** does not hold the **credit information**, this does not prevent it from participating in this PRDE.

The PRDE also facilitates the creation of three **Tier Levels** in the PRDE credit reporting exchange, and allows **CPs** to voluntarily select their own **Tier Level** of participation.

The PRDE applies to **CRBs** and **CPs** that choose to become **signatories** to this PRDE.

It comes into effect on the **Commencement Date**.

A **CRB** or **CP** is bound to comply with the PRDE upon becoming a **Signatory**.

Nothing in the PRDE obliges a **CRB** or **CP** to do or refrain from doing anything, where that would breach Australian law.

## PRINCIPLE 1

***Principle 1: The obligations under this PRDE shall be binding and enforceable upon PRDE signatories. PRDE signatories agree to execute the Deed Poll to make this PRDE and the authority of the PRDE Administrator Entity (and through it, the Industry Determination Group and Eminent Person) effective and binding.***

### Effect of the PRDE

1. The PRDE are a set of agreed principles that are governed by the **PRDE Administrator Entity**. The principles within the PRDE are given effect by each **signatory** executing the **Deed Poll** on the **Signing Date** and covenanting to comply with the requirements of the PRDE and therefore to be bound by the obligations contained within this PRDE. Upon a **CP** or **CRB** executing the **Deed Poll** and nominating an **Effective Date**, the **CP** or **CRB** are deemed to be **Signatories** from that **Signing Date** and are bound from the **Effective Date** to comply with any request made by the **PRDE Administrator Entity** pursuant to this PRDE, any recommendation issued by the **Industry Determination Group** (which is accepted by the parties) pursuant to this PRDE and any decision issued by the **Eminent Person** pursuant to this PRDE.

1A. Notwithstanding anything else in this PRDE, a **Deed Poll** will no longer be effective in relation to a **signatory** (and the **CP** or **CRB** will no longer be deemed to be a **signatory**) if:

- a) the **PRDE Administrator Entity** requests written confirmation from the **signatory** that they wish to continue to be a **signatory**:
- b) such written confirmation is not received by the PRDE Administrator from the **signatory** within 14 calendar days of the request; and
- c) the **PRDE Administrator Entity** has provided written notice to the **signatory** that the **Deed Poll** is no longer effective in relation to the **signatory**.

The **PRDE Administrator Entity** will notify other signatories that a notice under paragraph 1A(c) has been given in respect of the **signatory** at the same time as giving that notice to the **signatory**. The **PRDE Administrator Entity** may notify **signatory CRBs** that a request under paragraph 1A(a) has been made in respect of a **signatory CP** any time after that request has been sent to the **signatory CP**.

### Promises by **CRBs**

2. Our **services agreement** with a **CP** (or our commercial agreement with a **CP** that does not offer **consumer credit accounts**) will oblige both us and the **CP** to execute and give effect to the **Deed Poll**. Upon request, we will notify the **PRDE Administrator Entity** of the **services agreements** (or commercial agreements) we have with **CPs**, including if we enter into a new agreement or terminate an existing agreement.
3. We will allow a **CP** to choose its **supply Tier Level** consistent with the requirements of this PRDE.

4. We will only **supply credit reporting information** to a **CP** to the extent permitted under this PRDE and if we have a reasonable basis for believing that the **CP** is complying with its obligations under this PRDE to **contribute credit information** (subject to the exceptions contained in paragraphs 29 to 33A or transitional provisions contained in paragraphs 53 to 64 that apply to that **CP, or where any alleged non-compliance with the obligation to contribute credit information is subject to a current dispute process under Principle 5 (including a pre-dispute period under 96 to 98))**).
5. On request, we will inform a **CP**, with which we have a **services agreement**, and the **PRDE Administrator Entity**, of the **Tier Level** of a **CP** that **contributes credit information** to us.
6. Our **services agreement** with a **CP** will not prevent the **CP** from **contributing credit information** to another **CRB**.
7. We will pay such costs identified by the **PRDE Administrator Entity** as required to administer this **PRDE**, in the manner required by the **PRDE Administrator Entity**.

#### Promises by CPs

8. We will only obtain the **supply of credit reporting information** from a **CRB** that is a **signatory** to this PRDE. Our **services agreement (or our commercial agreement with a CRB if we do not offer consumer credit accounts)** will oblige both us and the **CRB** to execute and give effect to the **Deed Poll. We will notify the PRDE Administrator Entity of the services agreements (or commercial agreements) we have with CRBs, including if we enter into a new agreement or terminate an existing agreement.**
9. We will nominate a single **Tier Level for ourselves and, if applicable, for each Designated Entity** at which we will obtain **supply of credit information** (whether from one or more **CRBs**). **We will disclose our chosen Tier Level and, if applicable, the chosen Tier Level for our Designated Entities** to the **PRDE Administrator Entity** so that it can make this information available to **CRBs** and **CPs**.
- 9A. If we **contribute credit information** to a **CRB** in a name (i.e. a 'brand') that is materially different to the name under which we have signed this PRDE (whether or not as a **Designated Entity**), we will disclose that brand to the **PRDE Administrator Entity** so that it can make this information available to **CRBs** and **CPs**.
- 9B. If we (and, if applicable, our **Designated Entity**) are issued with a unique identifier by the **PRDE Administrator Entity**, we will take reasonable steps to notify a **CRB** of the unique identifier before we obtain the **supply of credit information**. If a **Securitisation Entity** (paragraph 40) or **agent CP** (paragraph 40A) that is engaged by us is issued with a unique identifier, we will take reasonable steps to ensure that those entities notify a **CRB** of the unique identifier (and, if required, our unique identifier) before obtaining the **supply of credit information** and only use the identifier to obtain the **supply of credit information** when engaged by us. The **PRDE Administrator Entity** will give the details of the unique identifiers that have been issued to the **CRBs**.
10. We will **contribute credit information** to the extent required by this PRDE to a **CRB with which we have a services agreement** from which we obtain the **supply of credit reporting information**. Our **contribution of credit information** will comply with **ACRDS** including its timeframe requirements and will be at the chosen **Tier Level** for **supply**.

11. If we are supplied by a **CRB** with **partial information** or **comprehensive information**, we will not **on-supply** to another CP (whether a **signatory** or non-signatory) any **partial information** or **comprehensive information** that the other CP (whether a **signatory** or non-signatory) is not able to obtain directly from the **CRB**, because the other CP either:
  - a) is not a **signatory**; or
  - b) does not **contribute** any **credit information** that it holds to the **CRB** because it does not have a services agreement with that CRB; or
  - c) has chosen to be **supplied** with **credit reporting information** at a lower **Tier Level** than that we have chosen.
12. The provisions in paragraph 11 above do not, however, apply:
  - a) where the **on-supply** is for the purposes of another CP (whether a **signatory** or non-signatory) assessing whether to acquire our consumer credit accounts or for purposes described in section 21N(3) of the Privacy Act; or
  - b) where the **on-supply** is to a **Securitisation Entity** in accordance with paragraphs 41, 42 and 44 below; or
  - c) where the **on-supply** is to a third party in accordance with paragraphs 46 and 46A below.
13. We will pay such costs identified by the **PRDE Administrator Entity** as required to administer this **PRDE**, in the manner required by the **PRDE Administrator Entity**.

#### Tier Levels

14. A **CP** ~~and its **Designated Entity** (if applicable)~~ is able to choose its **Tier Level** for obtaining **supply** of **credit reporting information** from **CRBs** for itself and, if applicable, its **Designated Entity** (although the **CP's** ~~and its **Designated Entity's**~~ choice may be restricted by the **Privacy Act** requirement that **repayment history information** and financial hardship information may only be supplied to a **CP** that is an Australian credit licensee).
15. The **CP's** ~~and its **Designated Entity's** (if applicable)~~ choice of **Tier Level** for itself and, if applicable, its **Designated Entity** means that it must, subject to paragraph 24A, **contribute credit information** at the at chosen **Tier Level** to all **CRBs** that it has a **services agreement** with (see paragraph 58 for the **contribution requirements** for each **Tier Level**) to the extent the **CRB** is able to receive **supply** of **credit information**. This does not, however, mean that the **CP** and its **Designated Entity**, when making an **access request** to one **CRB**, must also make the same **access request** to all other **CRBs** with which it has a **services agreement**.
16. The **CP** ~~and its **Designated Entity** (if applicable)~~ must, subject to paragraph 24A, **contribute credit information** to all those **CRBs** with which it has a **services agreement** consistently across all of their consumer credit accounts for all its credit portfolios subject only to:
  - a) the materiality and other exceptions set out in paragraphs 29 to 33A; and
  - b) the transitional provisions in Principle 4; and
  - c) any recommendation by the **Industry Determination Group** or decision by the **Eminent Person**; and
  - d) if the **credit information** relates to a consumer credit account in respect of which:

(i) an individual who has been provided consumer credit may be, is or was the victim of **domestic abuse** or **elder abuse**; and

(ii) the **CP's** actions of not contributing the **credit information** is consistent with the overall approach taken by the **CP** in relation to that individual.

e)e) an agreement relating to a **Designated Entity** as set out in paragraph 24A.

### Contribution of Negative information

17. A **CRB** may **supply negative information** to any person or organisation as **permitted** by the **Privacy Act**. It is not necessary for that person or organisation to be a **signatory** to this PRDE to **receive supply of negative information**.
18. All **negative information contributed** by a **CP** can be supplied to a person or organisation as permitted by the **Privacy Act**.
19. Where a **CP** has chosen to **contribute negative information** under this PRDE (for any of the three **Tier Levels**), the **CP** must **contribute** the following types of **credit information**:
  - a) identification information (paragraph (a) of the definition of **credit information** in the **Privacy Act**);
  - b) default information (paragraph (f) of the definition of **credit information** in the **Privacy Act**);
  - c) payment information (paragraph (g) of the definition of **credit information** in the **Privacy Act**);
20. When **contributing** default information in accordance with subparagraph 19(b) above, where an individual has defaulted on their obligations, a **CP** must ensure default information is **contributed** within a reasonable timeframe of the account becoming overdue.
21. Where a **CP** chooses to **contribute** to a **CRB credit information** including its name and the day on which consumer credit is entered into, in relation to consumer credit provided to an individual, this **contribution of credit information**, for the purposes of this PRDE, will be deemed a **contribution of negative information** provided:
  - a) the **CRB's** subsequent **supply of credit reporting information** at the **CP's** nominated **Tier Level** is a permitted **CRB** disclosure (in accordance with item 5 of subsection 20F(1) of the **Privacy Act**); and
  - b) the **CP's** use of the **credit eligibility information** is a permitted **CP** use (in accordance with item 5 of section 21H of the **Privacy Act**).
- 21A. The type of credit account is an element of **consumer credit liability information**. However, for the purposes of this PRDE, all **contributions** of this type of credit account in conjunction with the **contribution of negative information** is deemed a **contribution of negative information**.

### Designated entities

22. A **CP** may nominate one or more **Designated Entities** where permitted to by paragraphs 23 to 28.
23. A **CP** Each **Designated Entity** must choose a **supply Tier Level** for each **Designated Entity** and **contribute credit information** consistent with that choice.

The A CP's Designated Entities are not all required to choose the same **Tier Level** for all its **Designated Entities**.

24. If a **CP** nominates **Designated Entities**, the **CP** must notify the **PRDE Administrator Entity** of its **Designated Entities** so that the **PRDE Administrator Entity** can make this information available to **signatories**. The **CP** must also provide a copy of the notification to each **CRB** with which it has a **services agreement**.

24A. A CP and CRB may agree that a services agreement does not apply to a division or group of divisions of the CP that operate one or more distinct lines of business, and which operate under their own brand or brands. Notwithstanding anything else in this PRDE, and subject to the CP nominating relevant Designated Entities under paragraph 22, the CP is not required to contribute, nor permitted to receive the supply of, partial information or comprehensive information from that CRB in respect of that division or group of divisions.

For example, CP1 operates under the 'CP1' brand and, through a distinct line of business, the 'ABC' division/brand. ABC division has been nominated as a Designated Entity under paragraph 22. CP1 has a services agreement with CRB1 in respect of CP1 branded loans but that agreement is stated to not apply to the ABC division. On that basis CP1 is permitted to receive the supply of credit information from CRB1 and must contribute credit information to CRB1 for all CP1 branded loans (each at the relevant Tier Level). However, the ABC division is treated as if it were a separate signatory that does not have a services agreement with CRB1 (i.e. credit information in relation to ABC accounts is not required to be contributed to CRB1 and the ordinary restrictions regarding supply and on-supply apply in relation to the ABC division).

#### Designated entity requirements

25.—A **CP** may nominate as a **Designated Entity**:

- a) — another CP that is a related body corporate of the designating CP; or
- b) — a division or group of divisions of the CP that operate one or more distinct lines of business, each of which operate under their own brand or brands;

25. provided that (and for so long as) the specified entity meets the requirements of paragraph 26.

26. A CP that nominates a Designated Entity must have in place documented controls to prevent on-supply of partial information or comprehensive information between the CP and the Designated Entity, or between the Designated Entity and another Designated Entity of the CP to other CPs (whether signatory CPs or non-signatory CPs) or Designated Entities, where on-supply would not be is not permitted by this PRDE if the CP and those Designated Entities were treated as separate signatories. For the avoidance of doubt, any credit information received by the CP in respect of the Designated Entity is also subject to the restrictions on on-supply of information by the CP under paragraphs 11 and 43.

27. If a **CP** chooses to nominate a **Designated Entity**, whether as a result of acquisition, or the result of internal creation of the **Designated Entity**, the **CP** must notify the **PRDE Administrator Entity** of its proposed **Designated Entity** and identify how it satisfies the **Designated Entity** criteria.

28. If a **Designated Entity** ceases to meet the criteria in paragraphs 25 or 26, the **CP** must:

- a) Notify the **PRDE Administrator Entity** and advise any change in the **supply Tier Level** for the **CP**;
- b) Where this means that the **CP former Designated Entity** will now be **supplying** at a different **Tier Level for the former Designated Entity**, advise each **CRB** with which it has a **services agreement** of ~~its~~ the new **supply Tier Level**.

#### Materiality exception

29. A **CP** is required to endeavour to **contribute** all eligible **credit information** for its chosen **Tier Level** and, if applicable, the chosen Tier Level for its Designated Entity. A **CP** will comply with its obligations if it meets the **Participation Level Threshold**, subject to the run-off exception in paragraphs 31 to 32A, the account exceptions in paragraph 33 and the **Repayment History Information** reporting exceptions in paragraph 33A.
30. The **Participation Level Threshold** is met if:
  - a) the consumer credit accounts for which **credit information** is not **contributed** (“excluded accounts”) do not represent a subset of consumer credit accounts that are unique in terms of their credit performance or behaviour (for example, excluded accounts cannot be all of the delinquent accounts); and
  - b) the **CP** has acted in good faith to provide all available **credit information**.

#### Run-off exception

31. A **CP** is not required to **contribute credit information** about consumer credit accounts where:
  - a) the accounts relate to a product that is in run-off and accordingly no new accounts of this type are being opened (“run-off account type”); and
  - b) the number of accounts of the run-off account type is not more than 10,000; and
  - c) the total number of accounts excepted under this paragraph does not constitute more than 3% of the total number of consumer credit accounts of the **CP** (including its Designated Entities) and any related bodies corporate that are also signatory CPs.
- ~~32.~~ In calculating the number of accounts of the run-off account type in subparagraph 31(b), a **CP** and its **Designated Entity** or **Entities** (as applicable) will be treated as separate **CP** entities.
- ~~32.~~ ~~32A.~~ In calculating the total number of consumer credit accounts in subparagraph 31(c), a **CP** and its **Designated Entities** (if any) will be treated as one **CP**.

#### Account exceptions

33. A **CP** is not required to **contribute credit information** about those accounts listed in Schedule 1 to this PRDE.

#### Repayment History Information reporting exceptions

- 33A. A **CP** is not required to **contribute repayment history information** in the circumstances listed in Schedule 2 to this PRDE. In each **month** that a **CP** is not required to **contribute repayment history information**, the **CP** is also not required

to **contribute financial hardship information** (if that information otherwise exists for the month).

#### Additional exceptions

33B. A CP is not required to **contribute** the relevant **credit information** (including by way of updating **credit information** previously **contributed** in relation to an account) in the following circumstances:

- a) a CP is not required to update default information previously **contributed** to reflect the accrual of interest, fees and other amounts that are owing as a result of the overdue payment (provided the default information previously **contributed** reflected the entire accelerated liability for the **consumer credit**); or
- b) a CP is not required to **contribute** further default information following the **contribution** of **new arrangement information** of a type described in section 6S(1)(c)(i) or 6S(2)(c)(i) of the Privacy Act, i.e. where default information has previously been reported for the **consumer credit** and the terms and conditions of the **consumer credit** are subsequently varied (and the individual defaults on those varied obligations).

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## PRINCIPLE 2

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*Principle 2: It is necessary to be a PRDE signatory in order to exchange PRDE signatory Consumer Credit Liability Information (CCLI), Repayment History Information (RHI) and Financial Hardship Information (FHI) with other PRDE signatories.*

#### Exchange of **Partial Information** and **Comprehensive Information**

- 34. For a CP to ~~contribute partial information or comprehensive information~~ and, if it ~~then elects~~, to obtain **supply** of **partial information** or **comprehensive information** **for itself (or, if applicable, any Designated Entity)** which has been **contributed** by a **signatory** it must also be a **signatory** to this PRDE and its nominated **Tier Level** **for itself (or, if applicable, any Designated Entity)**, must be either **partial information** or **comprehensive information** (as applicable).
- 35. For a **CRB** to receive **contribution** of **partial information** or **comprehensive information** from a **signatory** it must also be a **signatory** to this PRDE. For a **CRB** to then **supply** that **contributed partial information** or **comprehensive information** to a **CP** it must ensure that **CP** is a **signatory** to this PRDE and each recipient of such information must have nominated a **Tier Level** of either **partial information** or **comprehensive information** (as applicable).
- 36. A **CRB** may receive **contribution** of **partial information** or **comprehensive information** from a non-signatory CP, and a **CRB** may also **supply partial information** or **comprehensive information** to a non-signatory CP. However, a **CRB** must not **supply signatory CP partial information** or **comprehensive information** to a non-signatory CP.
- 37. **Contribution** and **supply** of **partial information** and **comprehensive information** by **signatories** must comply with the **ACRDS**.

#### Promises by **CRBs**



38. We will only **supply partial information** and **comprehensive information contributed** by a **signatory** to a **CP** if it is a **signatory** to this PRDE or a **CP** which is engaged by a **Signatory CP** as an agent (*i.e. agent CP*) or as a **Securitisation Entity** (either in its own capacity or for or on behalf of the **CP**), or the recipient is otherwise a **Mortgage Insurer** or a **Trade Insurer** and receives the information for a **Mortgage Insurance Purpose** or **Trade Insurance Purpose**.

#### Promises by CPs

39. We will only **contribute** and obtain **supply** of **partial information** and **comprehensive information** from a **CRB** which is a **signatory** to this PRDE.
40. We will notify the **PRDE Administrator Entity** of the **Securitisation Entities** we engage and enable to obtain **supply** of **partial information** or **comprehensive information** from a **CRB** for a **securitisation related purpose**. We will disclose these **Securitisation Entities** to the **PRDE Administrator Entity** so that it can make this information available to **CRBs** and **CPs**.
- 40A. We will notify the **PRDE Administrator Entity** of the **CPs** that we engage and enable to obtain **supply** of **partial information** or **comprehensive information** from a **CRB** when performing a task on our behalf (whether or not that CP is a signatory to this PRDE) (*'agent CPs'*). We will disclose these agent CPs to the **PRDE Administrator Entity** so that it can make this information available to **CRBs** and **CPs**.

#### Securitisation Entities

41. Where a **Securitisation Entity** nominated under paragraph 40 obtains the **supply** of **credit reporting information** from a **CRB** for the **securitisation related purposes** of the **CP**, the **Securitisation Entity** will only be able to obtain **credit reporting information** that would have been accessible to the **CP**.
42. The **CP** referred to in paragraph 41 must:
- a) include in its agreement with the **Securitisation Entity** a requirement that the **Securitisation Entity contribute credit information** held by the **Securitisation Entity**; and
  - b) take reasonable steps to enforce the requirement referred to in subparagraph (a).

However, if such **contribution** is at a lower **Tier Level** this will not prevent the **supply** of **credit reporting information** at a higher **Tier Level**, subject to the requirements of paragraphs 40 and 41.

#### Agents of a CP (e.g. mortgage manager)

- 42A. Where an **agent CP** that has been nominated by a **CP** (*'principal CP'*) under paragraph 40A obtains the **supply** of **credit reporting information** from a **CRB** (in their capacity as the principal CP's agent), the **agent CP** will only be able to obtain **credit reporting information** that would be accessible to the **principal CP** (even if the **agent CP** is a **signatory** in its own right). The **agent CP's** ability to obtain the **supply** of **comprehensive information** may also be restricted by the **Privacy Act** requirement that **repayment history information** and **financial hardship information** may only be supplied to a **CP** that is an Australian credit licensee.
- 42B. A principal CP that nominates an **agent CP** under paragraph 40A or that **on-supplies** **partial information** or **comprehensive information** to an **agent CP** under paragraph 46 must take reasonable steps to ensure that any **partial information** or

comprehensive information held by the agent CP (in their capacity as agent CP) is only used or disclosed for the purposes of the principal CP.

- 42C. Notwithstanding anything else in this PRDE, a CP that is a signatory and which is an agent CP in respect of some consumer credit accounts is not required to contribute credit information for those accounts under this PRDE. The CP must have in place documented controls to prevent the use of partial information or comprehensive information that it obtains in its own capacity for purposes related to its role as an agent CP for a principal CP and vice versa (if the PRDE would otherwise prohibit the on-supply of that credit information between two separate CPs). For the avoidance of doubt, whether the CP (when acting as an agent CP) may obtain the supply of partial information or comprehensive information will depend on whether the principal CP is a signatory and, if so, the principal CP's nominated Tier Level.

### On supply of information

43. Disclosure to other CPs (whether a **signatory** or non-signatory) and to **Designated Entities**

A **CP** is not permitted to **on-supply partial information** or **comprehensive information** to another CP (whether a **signatory** or a non-signatory) or between itself and its Designated Entity if the terms of this PRDE prevent the CP, that other CP (whether a **signatory** or a non-signatory) or **Designated Entity** from obtaining the **supply** of that **partial information** or **comprehensive information** directly from that **CRB**.

For example, where a **CP** has chosen to obtain the **supply** from **CRBs** of **comprehensive information**, the **CP** is prohibited from **on-supplying** any **repayment history information** or **financial hardship information**, or information derived from that information to a **CP** or to a **Designated Entity** that has chosen to obtain the **supply** from **CRBs** of **partial information** only.

44. Despite paragraph 43, a **CP** is permitted to **on-supply partial information** or **comprehensive information** to a **Securitisation Entity** provided that the purpose of the **on-supply** of that **partial information** or **comprehensive information** is for **securitisation related purposes** of a **CP**.
45. Despite the prohibition preventing **on-supply** above, a **CP** may make **credit eligibility information** available to another **CP** (whether a **signatory** or non-signatory) for review purposes only to enable them to assess whether or not to acquire consumer credit accounts.

For example, if a **CP** (the acquirer **CP**) who has chosen to **contribute negative information** only, acquires consumer credit accounts from a **CP** (the acquired **CP**) who has chosen (in respect of the acquired consumer credit accounts) to **contribute comprehensive information**, the acquirer **CP** will be able to review the **comprehensive information** of the acquired **CP** (in respect of the acquired consumer credit accounts) to assess whether or not to acquire the consumer credit accounts. The acquirer **CP's** review of the **credit eligibility information** may be restricted by the **Privacy Act** requirement that **repayment history information** and **financial hardship information** may only be supplied to a **CP** that is an Australian credit licensee.

46. Disclosure to third parties (including **Mortgage Insurers**)

Despite the prohibition preventing **on-supply** above, a **CP** is permitted to **on-supply partial information** or **comprehensive information** to third parties who are not **CPs**

or who are a CP within the meaning of s6H of the **Privacy Act**, where the disclosure of this information is a permitted disclosure in accordance with section 21G(3) of the **Privacy Act** and, the **on-supply of repayment history information and financial hardship information**, occurs only in the circumstances set out in section 21G(5) of the **Privacy Act**.

46A. Disclosure where mortgage credit is secured by the same real property

Despite the prohibition preventing **on-supply** above, a **CP** is permitted to **on supply partial information or comprehensive information** to another CP (whether a PRDE **signatory** or not) (the same mortgage credit **CP**) where both the **CP** and the same mortgage credit **CP** have provided mortgage credit to the same individual and the disclosure of this information is a permitted disclosure which meets the requirements of section 21J(5) of the **Privacy Act**.

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## PRINCIPLE 3

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***Principle 3: Services agreements between PRDE signatories will require reciprocity and the use of the ACRDS***

### **Services agreements**

47. **Services agreements:**

- a) will require **CPs to contribute credit information** at their nominated **Tier Level** and **CRBs to supply credit reporting information** at the nominated **Tier Level**;
- b) will require **CPs to use the ACRDS** when **contributing credit information to CRBs**;
- c) will require **CPs and CRBs to adhere to the Publication Timeframe** for use of the **ACRDS**; and
- d) may, in respect of those **services agreements** with non-signatory CPs, provide that the non-signatory CPs can continue to **contribute** outside the **ACRDS**, provided that this provision of information meets the requirements under the **Privacy Act** and also encourage the use of the **ACRDS**.

### **Promises by CRBs**

48. We will not accept **contributed credit information** from a **CP** unless the information is compliant with **ACRDS** or the **CP** has engaged us to convert the **contributed credit information** into an **ACRDS** compliant format. When we accept information compliant with the **ACRDS**, we will apply the validation requirements for the **ACRDS** version nominated by the **CP**, provided that the version accords with the **Publication Timeframe** issued by the **PRDE Administrator Entity**. Upon request, we will give the **PRDE Administrator Entity** details of the **ACRDS** version(s) used by **CPs** with which we have a **services agreement** and/or details of any service used by those **CPs** to convert **contributed credit information** into an **ACRDS** compliant format.

48A. We will implement new versions of the **ACRDS** in accordance with the **Publication Timeframe** issued by the **PRDE Administrator Entity**.

49. We may provide a service for **CPs** that will convert **contributed credit information** into an **ACRDS** compliant format.

#### Promises by CPs

50. Our **contributed credit information** will comply with the **ACRDS** or alternatively we will utilise the **CRB's** service to convert our **contributed credit information** into an **ACRDS** compliant format. Upon request, we will give the PRDE Administrator Entity details of the ACRDS version(s) used by us and/or any service we utilise to convert our contributed credit information into an ACRDS compliant format. The PRDE Administrator Entity may share that information with CRBs with which we have a services agreement.
- 50A. We will implement new versions of the **ACRDS** in accordance with the **Publication Timeframe** issued by the **PRDE Administrator Entity**.

#### Contribution barriers

51. **CRBs** must not impose constraints to restrict a **CP** from **contributing credit information** to another **CRB**.

#### Management of the ACRDS and Publication Timeframe

52. The **PRDE Administrator Entity** is required to maintain and manage the **ACRDS** and the **Publication Timeframe**.

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## PRINCIPLE 4

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***Principle 4: PRDE signatories agree to adopt transition rules which will support early adoption of partial and comprehensive information exchange.***

#### Transitional arrangements

53. Subject to the materiality and other exceptions set out in paragraphs 29 to 33A and the transitional provisions set out in paragraphs 54 to 64, a **CP** will **contribute credit information** about their consumer credit accounts at their chosen **Tier Level** and, if applicable, the chosen Tier Level for its Designated Entity, before obtaining their first **supply of credit reporting information at the relevant Tier Level** from a **CRB**.
54. For **CPs** that become a **signatory** to the PRDE (and which are not start-ups):
- at the time of the **Effective Date**, they must **contribute** the **credit information** for at least 50% of the accounts for the nominated **Tier Level** that they are required by this PRDE to **contribute** prior to obtaining **supply of credit reporting information** at this nominated **Tier Level** from a **CRB**;
  - within 12 months of the **Effective Date**, they are required to **contribute** all of the **credit information** for the accounts at the nominated **Tier Level** to fully comply with their obligations under this PRDE.

#### 54A. For CPs that are start-ups and become a signatory to the PRDE:

- at the time of the Effective Date, they are not required to contribute the credit information for consumer credit accounts for the nominated Tier Level

that they are required by this PRDE to **contribute** prior to obtaining **supply of credit reporting information** at this nominated **Tier Level** from a **CRB**;

b) within 3 months of the **Effective Date**, they are required to **contribute** all of the **credit information** for the accounts at the nominated **Tier Level** to fully comply with their obligations under this PRDE.

55. For **CPs** that are existing signatories to this PRDE and nominate to obtain **supply of credit reporting information** (and to **contribute credit information**) at a different **Tier Level** (whether for itself or, if applicable, any **Designated Entity**) or which nominates a **Designated Entity** after its **Effective Date** (which operates at a different **Tier Level** to the **CP**):

a) they must notify their nomination of the different **Tier Level** to the **PRDE Administrator Entity** and to a **CRB** with which they have **services agreements** not less than 30 calendar days before commencing **contribution of credit information** at the different **Tier Level**. The notification of the change in **Tier Level** will be provided to the **PRDE Administrator Entity** so that it can make this information available to **CRBs** and **CPs**;

b) at the time of notifying their nomination, and if nominating to a higher **Tier Level**:

i) –they must **contribute** the **credit information** for at least 50% of the accounts for the **Tier Level** they are required by this PRDE to **contribute** prior to obtaining **supply of credit reporting information** at the higher **Tier Level** from a **CRB**;

ii) –within 12 months of nomination of the **Tier Level**, they must **contribute** all of the **credit information** for the accounts they are required to **contribute** to fully comply with their obligations under this PRDE.

56. **CPs** can nominate to **contribute** at a different **Tier Level** in accordance with paragraph 55, although the full **contribution of credit information** in accordance with paragraph 54 has not occurred.

For example, on signing the PRDE at the start of January 2015, a **CP** may nominate to obtain **supply at negative information Tier Level** with full **contribution** required by the end of December 2015 (to be compliant for January 2016). The **CP** subsequently nominates to obtain **supply at comprehensive information Tier Level** at the start of June 2015. **Contribution** at each **Tier Level** will run from the date of each nomination so that the **CP** will provide full **contribution of negative information Tier Level** in December 2015, six months before it is required to provide full **contribution of comprehensive information Tier Level** by the end of May 2016 (to be compliant for June 2016).

57. **CPs** must notify the **PRDE Administrator Entity** upon attainment of full compliance, in accordance with subparagraphs 54(b) and 55(b)(ii) above. Such notification may be provided at any time before the expiry of the 12 month period and will be published to other signatories.

57A. For the purposes of paragraphs 54 and 55, if the CP has nominated any **Designated Entities** as at the **Effective Date** (under paragraph 54) or at the date the nomination is made (under paragraph 55), the CP must **contribute** the **credit information** (for itself and in respect of the **Designated Entity**) that would be required under the relevant paragraph as if the CP and each of those **Designated Entities** were separate signatory **CPs**. For the avoidance of doubt, this means that when, for example, assessing the

proportion of accounts supplied under paragraph 54(a) or 55(b)(i) for a **Designated Entity** only those accounts using the **Designated Entity's** brand are to be counted in both the number of accounts supplied and number of accounts available to be supplied.

### Data supply

58. Subject to the above transitional requirements, paragraphs 58A and 58B, and any relevant exemptions, **CPs** must (for itself and separately for any **Designated Entity**) comply with the following requirements when **contributing credit information**:
- a) For **negative information, contribution of negative information** for all consumer credit accounts which are eligible in accordance with the **Privacy Act** and **ACRDS** at the date of first **contribution of that negative information** by the **CP** and, thereafter, all consumer credit accounts on an ongoing basis.
  - b) For **partial information**, in addition to complying with the requirements for **negative information, contribution of consumer credit liability information** for all consumer credit accounts which are open at the date of first **contribution of that partial information** by the **CP** and, thereafter, all consumer credit accounts on an ongoing basis.
  - c) For **comprehensive information**, in addition to complying with the requirements for **negative and partial information, contribution of repayment history information** and, as relevant, **financial hardship information** for all consumer credit accounts which are open at the date of first **contribution of that comprehensive information** by the **CP** for a period of three calendar months prior to the ~~at~~ first **contribution** by the **CP** or alternatively, **supply** over three consecutive months to then amount to first **contribution of comprehensive information** by the **CP**, and, thereafter, all consumer credit accounts on an ongoing basis.

For example, based on the transitional provisions in paragraph 54 or 55, where a **CP (other than a start-up)** has chosen (for itself or for any **Designated Entity**) to **contribute comprehensive information**, the **CP** will be required to provide ~~at least 50% of the~~ **repayment history information** (and any relevant **financial hardship information**) for at least 50% of relevant accounts (i.e. its own accounts or, if relevant, its **Designated Entity's** accounts) for the period dating three calendar months immediately prior to first **contribution of that comprehensive information** by the **CP** and, ongoing, ~~at least 50% of all~~ **repayment history information** (and any relevant **financial hardship information**) for at least 50% of relevant accounts for those first 12 months. This means that, 12 months from the date of the first **contribution** the **CP** will be required to have **contributed**:

- i) ~~at least 50% repayment history information~~ (and any relevant **financial hardship information**) for at least 50% of relevant accounts on the first contribution (for the previous 15 months) then;
  - ii) **all repayment history information** (and any relevant **financial hardship information**) for all relevant accounts on an ongoing basis.
- 58A. For the purposes of subparagraph 58(c), a CP (other than a **start-up**), whether for itself or for a **Designated Entity**, is not required to supply **repayment history information** and **financial hardship information** for the three months prior to, or as part of, its first **contribution** (as described in that subparagraph) if:

- a) a division of the CP or a related body corporate of the CP has been supplying **repayment history information** and **financial hardship information** to a **CRB** under the **ACRDS** ('previous information') for at least three months immediately prior to the first **contribution**; and
- b) the CP has notified the **PRDE Administrator Entity** and any **CRBs** with which it has a **services agreement** that it intends to rely on this paragraph at least 90 days before it or, as relevant, the **Designated Entity** first requests the supply of **repayment history information** or **financial hardship information**.

If the previous information was contributed by a non-signatory CP (or who was a non-signatory CP at the time of contribution), the requirement in subparagraph 58(c) will continue to apply unless the **CRBs** to whom the previous information was contributed confirms in writing to the **PRDE Administrator Entity** that the **contribution** was compliant with the **ACRDS**.

58B. For the purposes of subparagraph 58(c), the first **contribution** by a CP that is a **start-up** must include all **repayment history information** and **financial hardship information** from its **Effective Date** for all their **consumer credit accounts**. This paragraph alters the obligation in subparagraph 58(c) in relation to a CP that is a **start-up** so that the CP does not need to supply that credit information for the three months prior to, or as part of, its first **contribution**. All other obligations under subparagraph 58 remain unchanged for **CPs** that are start-ups.

58C. A CP that is an existing **signatory** and which enters a **services agreement** ('new services agreement') with a new **CRB** (i.e. a **CRB** with which it currently does not have a services agreement) is required to immediately contribute all credit information for the accounts at the nominated **Tier Level** prior (subject to any transitional period under paragraphs 54, 54A or 55). However, the CP is not required to contribute **credit information** for accounts that have previously been closed or **repayment history information** or **financial hardship information** for any months before the CP enters into the new **services agreement**. If the CP has ~~supplied~~ contributed **default information** for a consumer credit account to another **CRB** before entering into the new **services agreement**, the CP is not required to ~~supply~~ contribute **default information** for that account to the new **CRB**.

#### Acquisition of consumer credit accounts

59. Where a **CP** acquires consumer credit accounts from another CP, the **CP** may, for a period of 90 calendar days (the review period), from the date of acquisition, review these accounts for compliance with the PRDE. If the CP intends to rely on paragraph 60 (i.e. to not **contribute** all the **credit information** that would otherwise be required in relation to those accounts), ~~the~~ the **CP** must notify the **PRDE Administrator Entity** of the acquisition of these consumer credit accounts, including the date of acquisition, within 10 business days of this acquisition. The **PRDE Administrator Entity** will make this information available to **CRBs** and **CPs**
60. At the expiry of the review period, and subject to the run-off exception in paragraphs 31 and 32A above and the **Designated Entity** provisions in paragraph 22 to 28 above, the **CP**:
- a) must **contribute** the **credit information** for at least 50% of the acquired consumer credit accounts for the **Tier Level** they are required by this PRDE to **contribute**;

b) \_\_\_\_\_ within 12 months, they must **contribute** all of the **credit information** for the acquired consumer credit accounts.

b) For the avoidance of doubt, the CP is not required to supply **repayment history information** or **financial hardship information** for any months before the CP begins to contribute **credit information** under subparagraphs (a) and (b).

61. The provisions relating to acquisition of consumer credit accounts only apply to acquired consumer credit accounts, and do not affect all other **CP contribution** obligations contained in this PRDE. A CP should consider whether it would be required by the **Privacy Act to contribute credit information** for accounts that have previously had **credit information contributed** (e.g. payment information or updating **consumer credit liability information**) notwithstanding the review period and transitional period allowed for under paragraphs 59 and 60.

#### Testing and data verification

62. Despite the provisions above in Principle 4, the PRDE does not prohibit a **CP** or **CRB** (as applicable) from the **supply** and/or **contribution** of **credit information** and the obtaining **supply** and/or **contribution** of **credit reporting information** where such **contribution, supply** and obtaining of **supply** is for testing and data verification purposes.

#### Non-PRDE Services Agreements

63. Where a **CRB** and a **CP** (whether **signatories** or non-signatories)
- a) enter into a **services agreement** which enables the **contribution, supply** or obtaining of **supply** of **partial information** or **comprehensive information** outside of the PRDE; and
  - b) the **CRB** or **CP** choose to subsequently become PRDE **signatories**;
  - c) the **contribution, supply** or obtaining of **supply** of **partial information** or **comprehensive information** pursuant to that **services agreement** (non-PRDE **services agreement**) will be deemed compliant with this PRDE provided that the criteria set out in paragraph 64 below is satisfied.
64. The **contribution, supply** or obtaining of **supply** of **credit information** and/or **credit reporting information** by either the **CP** or **CRB** under the non-PRDE **services agreement** will be compliant with this PRDE where, within a period of no longer than 90 calendar days from the **Signing Date**:
- a) the **supply, contribution** and obtaining of **supply** of **partial information** or **comprehensive information** is in accordance with this PRDE;
  - b) the **contribution** of **credit information** by the **CP** to the non-PRDE **services agreement** is in accordance with the **ACRDS**;
  - c) the **credit information** previously **contributed** for the **CP's** consumer credit accounts is included in the calculation of initial **contribution**, in accordance with paragraph 54 above;
  - d) the transition period which applies to the **contribution** of **credit information** by the **CP** is 12 months from the **Signing Date** or in the event that a **CP** has supplied its **partial information** or **comprehensive information** pursuant to a non-PRDE **services agreement** for a period of more than 12 months prior to the **Signing Date**, then 90 calendar days from the **Signing Date**;



- e) ~~the contribution, supply and obtaining supply of the partial and/or comprehensive information is subject to the monitoring, reporting and compliance requirements contained within Principle 5 below. However, it is noted that the obligations contained in Principle 5 will only become effective at the Signing Date.~~

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## PRINCIPLE 5

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***Principle 5: PRDE signatories will be subject to monitoring, reporting and compliance requirements, for the purpose of encouraging participation in the exchange of credit information and data integrity. The PRDE Administrator Entity will have the ability to provide guidance on the interpretation and application of the PRDE.***

65. Upon becoming a **signatory** to the PRDE, a **signatory** does not make any representation (whether direct or implied) arising by reason of its signing the PRDE to any other **signatory** to this PRDE. Principle 5 sets out the agreed process for addressing non-compliance with the PRDE. A **CP** or a **CRB** who forms an opinion of **non-compliant conduct** by another **CP** or **CRB** is required to adhere to the process set out in this Principle to resolve a dispute about **non-compliant conduct** and may not take any other action or steps against the **CP** or **CRB**. Any information exchanged by the parties as part of this process cannot be relied upon in any other forum.

Initial report of **non-compliant conduct** – Stage 1 Dispute

66. Where a **CP** or **CRB** (the **reporting party**) forms an opinion that a **CP** or **CRB** (the **respondent party**) has engaged in **non-compliant conduct**, it will issue to the **respondent party** a report of **non-compliant conduct**. Such a report must comply with the **SRR**.
- 66A. Where the **PRDE Administrator Entity** (the **reporting party**) forms an opinion pursuant to paragraph 98H or paragraph 107 that a **CP** or **CRB** (the **respondent party**) has engaged in **non-compliant conduct**, it may issue to the **respondent party** a report of **non-compliant conduct**. Such a report must comply with the **SRR**.
67. From the date of receipt of the report by the **respondent party**, the parties have 30 calendar days in which to:
- a) Confer;
  - b) (For the **respondent party**) Respond to the report of **non-compliant conduct**, providing such supporting information as the **respondent party** deems necessary; and
- Either:
- c) Enter into a **Rectification Plan**. The **Rectification Plan** must comply with the **SRR**; or
  - d) Agree that the conduct of the **respondent party** is compliant with the PRDE.
68. If the **Rectification Plan** entered under subparagraph 67(c) results in the **non-compliant conduct** being rectified within the 30 calendar day period of a Stage 1 Dispute, or if the parties agree under subparagraph 67(d) that the conduct of the **respondent party** is compliant with the PRDE; the dispute is closed and no

information about the dispute will be provided to the **PRDE Administrator Entity** (unless the **PRDE Administrator** is a party to the dispute).

69. If the **Rectification Plan** entered into under subparagraph 67(c) will not result in the **non-compliant conduct** being rectified within the 30 calendar day period of the Stage 1 Dispute the parties to the **Rectification Plan** must provide the **Rectification Plan** to the **PRDE Administrator Entity** within 3 business days of the expiry of the 30 calendar day period of the Stage 1 Dispute. The dispute will then become a Stage 2 Dispute.
70. If no **Rectification Plan** is entered into within the 30 calendar day period of the Stage 1 Dispute and there is no agreement that the conduct is compliant with the PRDE, the parties to the Stage 1 dispute must notify the **PRDE Administrator Entity** within 3 business days of the expiry of the 30 calendar day Stage 1 Dispute period. The dispute will then become a Stage 3 Dispute.

#### Referral to **PRDE Administrator Entity** – Stage 2 Dispute

71. When a Stage 2 Dispute is referred to the **PRDE Administrator Entity** under paragraph 69, the **PRDE Administrator Entity** must make the **Rectification Plan** available to **signatories** within 3 business days of receipt of the **Rectification Plan**. Where a dispute arises from a self-report of **non-compliant conduct** under paragraph 96, the **PRDE Administrator Entity** will take reasonable steps to de-identify the **Rectification Plan** before making it available under this paragraph.
72. Any **signatory** may object to the **Rectification Plan** by issuing a notice of objection to the **reporting** and **respondent parties** or to the **PRDE Administrator Entity**, within 5 business days of the **Rectification Plan** being made available to **signatories** under paragraph 71. Such notice of objection must comply with the **SRR**.
73. In the event that a **signatory** issues a notice of objection, for the purposes of this PRDE that **signatory** will become the **reporting party**, and the **reporting** and **respondent parties** from the Stage 1 Dispute will become the **respondent parties**. The dispute resolution process set out in paragraphs 66 to 70 will then apply to the dispute.

#### Referral to **Industry Determination Group** – Stage 3 Dispute

74. When a Stage 3 Dispute is referred to the **PRDE Administrator Entity** under paragraph 70, the **PRDE Administrator Entity** must, within 3 business days of referral of the dispute:
  - a) make a de-identified report of the dispute available to **signatories**;
  - b) make an identified report of the dispute available to the **Industry Determination Group**.

Both reports of the dispute must comply with the **SRR**.

75. The **Industry Determination Group** will convene within 3 business days of receipt of an identified report of dispute under subparagraph 74(b).
76. The **Industry Determination Group** will:
  - a) Review the dispute; and
  - b) Identify further information required to determine the issues in dispute, the manner in which that information will be presented (whether oral or documentary) and a reasonable timeframe for production of this information.

77. The **Industry Determination Group** may, where it considers necessary, request representatives of the parties attend the **Industry Determination Group** meeting.
78. Where the **Industry Determination Group** determines that it has sufficient information and/or no further information is required, the **Industry Determination Group** will, within 10 business days:
- a) Direct the parties to participate in a conciliation in accordance with paragraph 80 and set a reasonable timeframe for this conciliation to occur; or
  - b) Issue a recommendation under paragraph 89 as to the resolution of the dispute. The recommendation must comply with the **SRR**.
79. The **PRDE Administrator Entity** will issue to the parties the **Industry Determination Group's** directions or recommendation within 3 business days of the **Industry Determination Group** making its direction or recommendation.
80. Where the **Industry Determination Group** has directed the parties to conciliation, the following process applies:
- a) The conciliation will be confidential;
  - b) The conciliation will be conducted by a nominated representative of the **Industry Determination Group** and will occur in the presence of a representative of the **PRDE Administrator Entity**;
  - c) At the conclusion of the conciliation, the **Industry Determination Group** representative ('the conciliator') will provide the **PRDE Administrator Entity** a certificate of outcome. This certificate will:
    - i) Confirm settlement of the dispute and attach a statement of agreement between the parties that the conduct is compliant with the PRDE or an agreed **Rectification Plan**; and refer the dispute back to the **Industry Determination Group** for further review under paragraph 81; or
    - ii) State that the dispute has not been settled and refer the dispute back to the **Industry Determination Group** to make a recommendation within 10 business days in accordance with subparagraph 78(b).
81. Where a dispute has been referred to the **Industry Determination Group** in accordance with subparagraph 80(c)(i), the **Industry Determination Group** will within a period of 3 business days review the **Rectification Plan** and:
- a) Confirm endorsement of the **Rectification Plan** and notify the **PRDE Administrator Entity** to make the **Rectification Plan** available to all signatories; or
  - b) Decline endorsement of the **Rectification Plan** and provide its reasons to the parties to the dispute. The parties will then have 3 business days in which to provide the **PRDE Administrator Entity** an amended **Rectification Plan** which the **PRDE Administrator Entity** will provide to the **Industry Determination Group**. Where the **Rectification Plan** is then not endorsed by the **Industry Determination Group**, the **Industry Determination Group** will be required to issue a recommendation in accordance with subparagraph 76(b); or
  - c) Direct the parties to present further information (whether oral or documentary) in a reasonable period to assist with its review of the **Rectification Plan**. On receipt of this information, the **Industry Determination Group** will confirm or

decline endorsement of the **Rectification Plan** in accordance with subparagraphs (a) and (b).

#### Referral to Eminent Person – Stage 4 Dispute

82. Where the **Industry Determination Group** has issued a recommendation in accordance with subparagraph 78(b), the parties have 10 business days from issue of the recommendation by the **PRDE Administrator Entity** to accept or reject this recommendation. If a **party** does not respond within this timeframe, they are deemed to have accepted the recommendation.
83. In the event a **party** rejects the recommendation, the dispute will be referred to the **Eminent Person** for review and decision.
84. The **PRDE Administrator Entity** will brief the **Eminent Person** within 10 business days of receipt of a **party's** rejection under paragraph 82. The brief to the **Eminent Person** will include:
  - a) The **Industry Determination Group** recommendation;
  - b) The report of **non-compliant conduct** or notice of objection (as applicable);
  - c) Any further information provided to the **Industry Determination Group** by the parties.
85. The **Eminent Person** will:
  - a) Review the dispute; and
  - b) Identify further information required to determine the issues in dispute, the manner in which that information will be presented (whether oral or documentary) and a reasonable timeframe for production of this information.
86. The **Eminent Person** may, where it considers necessary, request representatives of the parties meet with the **Eminent Person** to discuss the dispute. Such meeting may be on a confidential basis and will occur in the presence of a representative of the **PRDE Administrator Entity**.
87. Where the **Eminent Person** determines that it has sufficient information and/or no further information is required, the **Eminent Person** will issue a decision within 10 business days. The decision will comply with the **SRR**.
88. The decision of the **Eminent Person** is binding and final.

#### Compliance outcomes

89. Subject to paragraph 108G, Tt the possible outcomes available to the **Industry Determination Group** (by way of recommendation) and to the **Eminent Person** (by way of decision) are:
  - a) The respondent **CP** or **CRB** is compliant with the PRDE and no outcome is required; and/or
  - aa) The respondent **CP** or **CRB** is technically non-compliant however **the non-compliant conduct** is not material to the proper operation of the PRDE and no further outcome is required; and/or
  - b) Issue a formal warning to the respondent **CP** or **CRB** regarding their compliance with the PRDE; and/or

- c) Issue a direction to the respondent **CP** or **CRB** with which they must comply, including, but not limited to, the completion of staff training, and/or provision of satisfactory evidence of compliance; and/or
  - d) Require the respondent **CP** or **CRB** to **contribute** and obtain **supply of credit information** and **credit reporting information** (as applicable) at a lower **Tier Level** for a nominated period.
90. Any **CP** (whether a party to a dispute or not) will be exempt from the requirements in paragraph 15, for the **CRB** which has had a compliance outcome applied to it in paragraph 89 (b to d).
91. The compliance outcomes under paragraph 89 may be identified as an escalated process within the recommendation or decision.
92. The respondent **CP** or **CRB's** compliance with any compliance outcomes will be monitored by the **PRDE Administrator Entity**.

### Obligations

93. **CPs** and **CRBs** will:
- a) Comply with the direction or request for information from the **Industry Determination Group** and the **Eminent Person** within the time specified in the direction or request;
  - aa) Comply with all requirements in a Rectification Plan;
  - b) Be bound by a compliance outcome, where contained in recommendation from the **Industry Determination Group** that has been accepted under paragraph 82, or a decision made by the **Eminent Person** under paragraph 87;
  - c) Comply with a request from the **PRDE Administrator Entity** in respect to matters arising from paragraph 89, including where the **CP** and/or **CRB** is not a party to the compliance outcome but may be required to take steps to give effect to the compliance outcome;
  - d) Act in good faith at all times;
  - e) When provided with confidential information during the compliance process, keep this information confidential. Confidential information means information provided by either **party** to a dispute and which, in the circumstances surrounding disclosure, a reasonable person would regard as confidential; and
  - f) Attest to their compliance with the PRDE. Such attestation will be provided by a representative of a **signatory** who has sufficient seniority and the authority to bind-give the attestation on behalf of the **CP** or **CRB** and who has access to the relevant the primary responsibility for the records of the **signatory** relating to its compliance with the PRDE. The attestation will be wholly true and accurate, will comply with the **SRR** and be provided on an annual basis to the **PRDE Administrator Entity** within 10 business days of the **Effective Date** anniversary (or other date as agreed with the PRDE Administrator Entity). Without limiting what may be required as part of the attestation, the **PRDE Administrator Entity** may require the **CP** or **CRB** to include any information with the attestation that it considers is reasonable to support and evidence the attestation.
  - g) On request from the **PRDE Administration Entity**, arrange for its attestation under subparagraph 93(f) and/or its response to a request for information

made by the **PRDE Administrator Entity** under paragraph 98A to be audited or reviewed by a suitably qualified person as determined by the **PRDE Administrator Entity** in consultation with the **CP** or **CRB**. The reasonable fees and expenses of an auditor or other suitably qualified person for preparing a report under this subparagraph are payable by the **CP** or **CRB**.

94. The **Industry Determination Group** and **Eminent Person** are obliged to act in accordance with their respective Terms of Reference.
95. The **PRDE Administrator Entity** is obliged to:
  - a) Issue such reports as are identified in paragraphs 103 to 105;
  - b) Provide assistance, as requested, to the **Industry Determination Group** and **Eminent Person**; and
  - c) Act in accordance with its constitution.

#### Self-reporting for non-compliant conduct – Pre-Dispute period

96. Where a **CP** or **CRB** forms an opinion that it has engaged in, or is likely to engage in, **non-compliant conduct**, it may issue a report to the **PRDE Administrator Entity**. Such a self-report must comply with the **SRR**.
97. Where a **CP** or **CRB** files a self-report, it will have 30 calendar days in which to file a **Rectification Plan** with the **PRDE Administrator Entity**. This **Rectification Plan** must comply with the **SRR**.
98. Upon the expiry of the 30 calendar day Pre-Dispute period, or earlier upon mutual agreement between the self-reporting **signatory** and the **PRDE Administrator Entity**, the dispute resolution process set out in paragraphs 66 to 70 will apply to the issue, with the **PRDE Administrator Entity** acting as **reporting party** and the **self-reporting party** becoming the **respondent party**.

#### PRDE Administrator Entity power to identify non-compliant conduct

- 98A. Where the **PRDE Administrator Entity** forms an opinion on reasonable grounds that any **CP** or **CRB** ('the answering **CP** or **CRB**') to this PRDE may have engaged, or be engaging, in **non-compliant conduct** ('potential non-compliance'), it may request that a **CP** or **CRB**, or any other **CP** or **CRB** that may have information that is relevant to the potential non-compliance, to provide information to the **PRDE Administrator Entity**. The information requested by the **PRDE Administrator Entity** may include any information that the **PRDE Administrator Entity** reasonably considers is relevant to determining whether the answering **CP** or **CRB** is engaging in **non-compliant conduct** and may require the **CP** or **CRB** to provide a written statement relating to the **CP's** or **CRB's** compliance with the PRDE. Such a request must comply with the **SRR**.
- 98B. In making a request under paragraph 98A, the **PRDE Administrator Entity** will:
  - a) describe the conduct that may involve potential non-compliance; and
  - b) provide a reasonable timeframe for production of the information requested.
- 98C. A **CP** or **CRB** may within 10 business days of receiving a request under paragraph 98A provide a written objection to providing the information on the basis that:
  - a) there is no reasonable basis upon which the **PRDE Administrator Entity** has formed an opinion on potential non-compliance; or
  - b) the request is onerous and excessive

- c) the timeframe for production of the information is unreasonable.

The objection must comply with the **SRR**.

98D. If a **CP** or **CRB** objects to a request under paragraph 98C, the **PRDE Administrator Entity** must either withdraw the request or refer the request and the objection to the **Industry Determination Group**.

98E. From the date of referral of the objection the **Industry Determination Group** has 5 business days in which to:

- a) review the request and the objection;
- b) require the **PRDE Administrator Entity** or **CP** or **CRB** to provide additional information in relation to the request or objection.

98F. From the date of referral under paragraph 98D, or from the date of receipt of additional information under subparagraph 98E(b), the **Industry Determination Group** must, within 10 business days, issue its decision to:

- a) affirm the request;
- b) amend the request and require the **CP** or **CRB** to provide the information within a reasonable timeframe; or
- c) cancel the request.

The decision of the **Industry Determination Group** is final. Any requirement under paragraph 98A to **supply** the requested information is suspended until the **Industry Determination Group** makes a decision.

98G. Upon receipt of the information requested under paragraph 98A, the **PRDE Administrator Entity** may:

- a) advise the answering **CP** or **CRB** in writing that it considers that the **CP** or **CRB** has engaged, or is engaging, in **non-compliant conduct**;
- b) suggest to the answering **CP** or **CRB** that it make a self-report of **non-compliant conduct** under paragraph 96.

98H. If the **PRDE Administrator Entity** has not received a self-report of **non-compliant conduct** from the answering **CP** or **CRB** after the expiry of 10 business days from the **written** notice referred to in paragraph 98G, the **PRDE Administrator Entity** may issue a notice of **non-compliant conduct** in accordance with paragraph 66A. For the purposes of this paragraph, the **PRDE Administrator Entity** will be deemed as the **reporting party**.

98I. A **CP** or **CRB** that is requested to provide information under paragraph 98A, and which isn't the answering **CP** or **CRB**, must treat the request as confidential.

#### Systemic Non-Compliance

98J. Where the **PRDE Administrator Entity** forms an opinion that 2 or more **signatories** are engaging, or are likely to engage, in **non-compliant conduct** that is due to the same or similar issues and it considers that it would be efficient for the **non-compliant conduct** to be addressed in a consistent manner across **signatories**, the **PRDE Administrator Entity** may develop a **Rectification Plan** that addresses the **non-compliant conduct**. The **Rectification Plan**:

- a) will be developed by the **PRDE Administrator Entity** in consultation with **signatories** and must provide a reasonable period of time to allow affected **signatories** to become compliant;

- b) must identify the conduct that, if it were being engaged in by a **signatory**, would constitute **non-compliant conduct**;
- c) may require affected **signatories** to provide periodic updates to the **PRDE Administrator Entity** as to compliance with the **Rectification Plan**;
- d) ~~will~~ may require an affected **signatory** to notify the **PRDE Administrator Entity** of its adoption of the **Rectification Plan**;
- e) must comply with the **SRR**, including any requirements that apply specifically to **Rectification Plans** made under this paragraph; and
- f) must be made available to **signatories** within 3 business days of being finalised by the **PRDE Administrator Entity**;
- g) is subject to the objection process in paragraph 72. If an objection is made to a **Rectification Plan** developed by the **PRDE Administrator Entity**, the **PRDE Administrator Entity** will be the nominal **respondent party** for the purposes of the dispute process in paragraphs 66 to 70, save that it may withdraw the **Rectification Plan** at any stage so that the dispute will not proceed.

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### Extension of time

99. At any stage, other than the 30 calendar day period for a Stage 1 Dispute, the parties may apply to the **PRDE Administrator Entity** to seek an extension of time. The request for an extension of time must comply with the **SRR**.
100. Where a dispute is being dealt with by the **Industry Determination Group** or **Eminent Person**, the request for an extension of time will be determined by the **Industry Determination Group** or **Eminent Person** (as applicable).
101. In all other circumstances, the request for an extension of time will be determined by the **PRDE Administrator Entity**.

### PRDE Administrator Entity reporting

102. The **PRDE Administrator Entity** will keep a register of:
  - a) **Signatories**, their **Signing Date** and **Effective Date** for the **Deed Poll**, and key contacts at each **signatory**;
  - b) The nominated **Tier Levels** for each **CP**;
  - c) The **Designated Entities** and brands under paragraph 9A of each **CP**;
  - d) The **Securitisation Entities** and agent CPs of each **CP**;
  - e) Attainment of full attestation ~~estation~~ of compliance for each **CP** in accordance with paragraph 57;
  - f) If issued, the unique identifier(s) issued under paragraph 9B;
  - g) The date that a **Signatory's Deed Poll** is terminated or ceases to be effective (including under paragraph 1A);
  - h) Any other information reasonably required by the **PRDE Administrator Entity** for the efficient operation of this **PRDE**;

where the information in that register regarding the **Signatory** may be retained for a reasonable period as determined by the **PRDE Administrator Entity**.
103. The **PRDE Administrator Entity** will report to signatories:
  - a) De-identified reports of Stage 2 disputes;
  - b) Identified reports of the **Industry Determination Group's** recommendations (where such a recommendation is accepted by the parties) or identified reports of the **Eminent Person's** decision.
104. The **PRDE Administrator Entity** ~~will~~ may report to signatories (CPs and CRBs):
  - a) **Tier Levels** of **signatories** in accordance with paragraph 9;
  - b) Brands of CPs in accordance with paragraph 9A and Designated Entities of CPs in accordance with paragraph 24;
  - c) **Securitisation Entities** in accordance with paragraph 40;
  - d) Where a **CP** notifies of its nomination of a different **Tier Level** in accordance with subparagraph 55(a);
  - e) Attainment of full compliance by a **CP** in accordance with paragraph 57; ~~and~~
  - f) The **Effective Date** of the **CP**, including any change to that **Effective Date** (whether or not the date has passed) in accordance with paragraph 54;

- g) The date that a Signatory's Deed Poll is or will be terminated or cease to be effective (including under paragraph 1A);
  - h) Details of any acquisition of consumer credit accounts notified under paragraph 59;
  - i) Details of any notification under paragraph 108F (subject to the nature of that notification);
  - j) Key contacts for the CP (which must only be used by another CP's key contacts to contact that key contact for purposes related to this PRDE, i.e. raising disputes under Principle 5 including initial communications about a potential dispute);
  - k) Basic information regarding the nature of the CP's business that is relevant to the credit information that the CP is likely to contribute to CRBs, e.g. whether the CP is a start-up, a 'debt buyer' or is a 'commercial-only' CP (but not including details of account numbers or lending volume); and
  - f)l) Any other information the PRDE Administrator Entity reasonably believes is necessary for the efficient operation of this PRDE provided that the PRDE Administrator Entity has undertaken appropriate consultation with Signatories before disclosing that type of information.
105. The PRDE Administrator Entity may report to a CRB, the following information about a CP with which the CRB has a services agreement if the PRDE Administrator Entity considers that information is reasonably necessary to allow the CRB to understand whether the CP is meeting its obligations under the PRDE.:
- a) Tier Level of the CP in accordance with paragraph 9;
  - b) The Designated Entities of the CP in accordance with paragraph 24;
  - c) The Securitisation Entities of the CP in accordance with paragraph 40;
  - d) Where a CP notifies of its nomination of a different Tier Level in accordance with subparagraph 55(a);
  - e) Attainment of full compliance by a CP in accordance with paragraph 57; and
  - f) The Effective Date of the CP in accordance with paragraph 54.
106. **CPs and CRBs will supply the PRDE Administrator Entity such information as required to enable it to fulfil its obligations as specified in 102 to 105.**
- 106A. The PRDE Administrator Entity may begin to report information regarding a CP under paragraph 104 or 105 from that CP's Signing Date (but may choose not to report that data until the CP's Effective Date if the CP demonstrates a reasonable basis for not reporting the information earlier).
- 106B. The PRDE Administrator Entity may make publicly available the following information about a CP provided the Effective Date for that CP has passed:
- a) Name, their Designated Entities, Brands and Securitisation Entities;
  - b) Effective Date and commencement date for any Designated Entities and brands;
  - c) Tier Levels; and

- d) Where any of the above matters have changed, details of that change (for a period that the **PRDE Administrator Entity** considers reasonable given the purpose of making the information available).

### **PRDE Administrator Entity powers**

107. The **PRDE Administrator Entity** may initiate a report of **non-compliant conduct**, in which case it will be the **reporting party**, and the dispute resolution provisions set out in paragraphs 66 to 70 will apply. Such a report can only be issued where the non-compliance relates to:
- a) A **CRB** or **CP's** failure to pay the costs identified by the **PRDE Administrator Entity**, as required by paragraphs 7 and 13;
  - b) A **CRB's** failure to inform the **PRDE Administrator Entity** of the **Tier Level** of a **CP** that **contributes credit information**, as required by paragraph 5;
  - c) A **CP's** failure to disclose its chosen **Tier Level** to the **PRDE Administrator Entity**, as required by paragraph 9;
  - d) A **CP's** failure to notify the **PRDE Administrator Entity** of its **Designated Entities** and/or a failure to notify the **PRDE Administrator Entity** if the **Designated Entity** ceases to meet this criteria, as required by paragraphs 24 and 28;
  - e) A **CP's** failure to notify the **PRDE Administrator Entity** when it changes **Tier Level**, as required by paragraph 55;
  - f) Where a **CP** has not notified the **PRDE Administrator Entity** of its compliance within the 12 month period, as required by paragraph 57;
  - g) A **CP's** failure to notify the **PRDE Administrator Entity** of the acquisition of consumer credit accounts, as required by paragraph 59;
  - h) A **CRB** or **CP's** failure to comply with the compliance framework notification requirements set out in paragraphs 69 and 70;
  - i) A **CRB** or **CP's** failure to comply with a compliance outcome, as required by subparagraphs 93(b);
  - j) A **CRB** or **CP's** failure to comply with a request from the **PRDE Administrator Entity**, as required by subparagraph 93(c);
  - k) A **CRB** or **CP's** failure to provide its annual attestation as required by subparagraph 93(f), or the provision of an attestation which, on reasonable grounds, the **PRDE Administrator Entity** believes to be wholly or partly false or does not meet the requirements for the attestation (including a request under subparagraph 93(g));
  - l) A **CRB** or **CP's** failure to comply with a request under paragraph 98A;
  - m) An allegation of **non-compliant conduct** notified by the **PRDE Administrator Entity** to the **CP** or **CRB** under paragraph 98G.
- 107A. Nothing in this PRDE prevents the **PRDE Administrator Entity** from acting as the **reporting party** and the **PRDE Administrator Entity** in respect of the same dispute.
108. A reporting or respondent **CP** or **CRB** may request the **PRDE Administrator Entity** issue a direction to join disputes (whether at a Stage 2 Dispute or Stage 3 Dispute) where:
- a) There are common parties and issues; and

- b) The **PRDE Administrator Entity** determines the joining of disputes is necessary for the effective resolution of the disputes.

Guidance on the interpretation and application of the PRDE

108A. The **PRDE Administrator Entity** may issue formal guidance on the application of the PRDE. Such guidance must comply with the **SRR** and be supported by a statement of consultation, with such consultation appropriate to the nature and scope of the guidance.

108B. The **PRDE Administrator Entity** may develop and issue formal guidance:

- a) at the request of a **signatory**; or
- b) at the request of another entity, provided the **PRDE Administrator Entity** believes that the entity has sufficient interest in the outcome. For example, an entity that is actively preparing to become a **signatory**; or
- c) if it considers that it is necessary or would improve the operation of the PRDE.

A request under subparagraphs (a) or (b) must comply with the **SRR**.

108C. In developing formal guidance under paragraph 108A, the **PRDE Administrator Entity** must:

- a) consult as appropriate to the nature and scope of the guidance. This may include consultation with **signatories** and other entities that have a sufficient interest in the outcome (as set out in paragraph 108B);
- b) make the formal guidance available to **signatories** and other entities with a sufficient interest in the outcome;
- c) if it considers is appropriate, allow for a reasonable period of time before the guidance becomes applicable.

108D. A formal guidance does not change the obligations of a **signatory** under the PRDE. However, the **Industry Determination Group** when making a recommendation under subparagraph 78(b) and the **Eminent Person** when making a decision under paragraph 87, will take in to account any formal guidance issued under paragraph 108A and its associated statement of consultation when considering whether a **signatory** is engaging in **non-compliant conduct**.

108E. For the avoidance of doubt, the **PRDE Administrator Entity** may also provide informal guidance on the application of the PRDE, however such guidance will not be considered formal guidance under paragraph 108A. **Signatories** who seek a position that will be considered by the **Industry Determination Group** and **Eminent Person** should seek formal guidance under subparagraphs 108B(a) and (b).

General requirement to notify material changes

108F. If a CP is aware of changes (including upcoming changes) to the way that it contributes credit information to a CRB, the CP ('notifying CP') must provide notice of those changes as soon as practicable to the PRDE Administrator Entity if it would be reasonable to believe that other Signatories' use of that information could be materially impacted by those changes. The PRDE Administrator Entity will make this information available to CRBs and CPs or, if instructed by the notifying CP, only those CRBs or CPs identified by the notifying CP.

The requirement to provide notice under this paragraph, and the content of any such notice, is subject to any confidentiality obligations to which the notifying CP is subject. However, notwithstanding any such obligations, a notifying CP should provide as

much information as is permissible as soon as practicable and provide additional information as it is able.

A **CP** is not required to notify the **PRDE Administrator Entity** under this paragraph of non-compliant conduct (that is otherwise subject to the dispute processes in Principle 5) or changes to **Tier Level** (that is subject to a separate notification requirement).

By way of example, a notifying CP would ordinarily be expected, subject to relevant confidentiality obligations, to provide notification under this paragraph of changes (including upcoming changes) such as:

- a) the transfer of ownership of a portfolio of accounts that result from the sale of the whole or significant part of a **CPs** business;
- b) the ceasing of contribution of **credit information** for a material portfolio of accounts (where **credit information** has previously been contributed for those loans); or
- c) an intention to cease participation as a signatory under the PRDE (whether by terminating the relevant **Deed Poll** or the **CP** ceasing business).

108G. Notwithstanding anything else in this PRDE, the only compliance outcome available to the **Industry Determination Group** (by way of recommendation) or to the **Eminent Person** (by way of decision) in respect of a failure to comply with paragraph 108F is a requirement for the **CP** to provide the notice that should have been provided under that paragraph.

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## PRINCIPLE 6

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***Principle 6: A broad review of the PRDE to be completed after three years.***

### Independent review

109. The terms and operation of this PRDE, including the continued operation of the transitional provisions in Principle 4, must be reviewed by an independent reviewer after the PRDE has been in operation 3 years and at regular intervals after that ~~(not more than every 5 years)~~. In determining the timing of independent reviews that are subsequent to the initial review, the **PRDE Administrator Entity** will seek to align those reviews with the regular re-authorisation applications of the PRDE to the Australian Competition and Consumer Commission (ACCC), i.e. so that any changes to the PRDE that are made in response to the independent review can be made, and implemented/take effect before the re-authorisation application is required. Unless there are extraordinary reasons to conduct a more frequent independent review, the **PRDE Administration Entity** should initiate only one independent review during each ACCC authorisation period.
110. The **PRDE Administrator Entity** is responsible for formulating the scope and terms of reference of an independent review. These must be settled in consultation with **signatories**. The **PRDE Administrator Entity** must also ensure that the independent review is adequately resourced and supported, the reviewer consults with **signatories**, the review report is made available to all **signatories** and the review recommendations are adequately responded to.
111. In addition to the independent review, the **PRDE Administrator Entity** may review and vary the PRDE at any time during its operation, on the recommendation of the

**Industry Determination Group** or the **PRDE Administrator Entity**. Such recommendation must be supported by:

- a) A statement of consultation, with such consultation appropriate to the nature and scope of the variation; and
- b) 75% resolution of the **PRDE Administrator Entity**.

Promises by **CRBs**

112. Each **CRB** will cooperate in good faith with the **PRDE Administrator Entity** and assist with the review.

Promises by **CPs**

113. Each **CP** will cooperate in good faith with the **PRDE Administrator Entity** and assist with the review.

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## DEFINITIONS

“**Access request**” means a request from a **CP** to a **CRB** for the **supply of credit reporting information**.

“**ACRDS**” means the Australian Credit Reporting Data Standards which are the technical standards and specifications used for exchanging **credit information** and **credit reporting information**. The reference to the **ACRDS** extends only to those versions of the **ACRDS** which are current and supported by **CRBs**, and does not include historic or retired versions of the **ACRDS**.

“**Agent CP**” has the meaning set out in paragraph 40A.

“**Commencement Date**” means 25 December 2015.

“**Consumer credit liability information**” has the same meaning as defined by the **Privacy Act**.

A **CP** “**contributes**” **credit information** when it discloses that information to a **CRB** in circumstances permitted by the **Privacy Act**.

“**CP**” has the same meaning as defined by the **Privacy Act**, save that an entity that is a **CP** due only to the operation of section 6H of the **Privacy Act** cannot be a signatory **CP** in its own right. Any reference to a **CP** in this PRDE is a reference to a **signatory CP** unless otherwise expressly stated, and also includes reference to any **Designated Entities** of the **CP**. Unless otherwise provided for, a reference to a **CP** includes any of the **CP**’s **Designated Entities**.

“**CP derived information**” has the same meaning as defined in the **Privacy Act**.

“**Credit information**” has the same meaning as defined by the **Privacy Act**.

“**Credit eligibility information**” has the same meaning as defined by the **Privacy Act**.

“**Credit reporting information**” has the same meaning as defined by the **Privacy Act**.

A **CP** “**on-supplies**” **partial information** or **comprehensive information** (excluding that component of **partial information** and **comprehensive information** which is **negative information**) when it discloses that information to another **CP**, a **Designated Entity** or **Securitisation Entity** or, if a **CP** has nominated a **Designated Entity**, makes information available for use between the **CP** and its **Designated Entity** or **Designated Entities**.

“**CRB**” has the same meaning as defined by the **Privacy Act**. Any reference to a **CRB** in this PRDE is a reference to a **signatory CRB** unless otherwise expressly stated.

“**CRB derived information**” has the same meaning as defined in the **Privacy Act**.

A “**Designated Entity**” is a division or group of divisions business or collection of businesses of a **CP** as determined by the **CP** for the purposes of the PRDE. The criteria for **Designated**

**Entities** and related operational matters is set out in further detail in paragraphs 22 to 28 of this PRDE.

“**Deed Poll**” means the pro-forma PRDE deed poll which is a schedule to a **Services Agreement** (or, if the **CP** does not offer **consumer credit accounts**, the relevant **commercial agreement between the CP and CRB**) and is effective, in relation to a **CP** or **CRB**, at the **Effective Date**.

“**Domestic abuse**” includes (but is not limited to) violence, financial abuse, coercive control, threatening and any other form of conduct causing or threatening to cause personal, physical, sexual, emotional, psychological, social, financial detriment, harm or fear to a person(s) with whom the perpetrator has or has had a domestic relationship with, such as (but not limited to) a family member, spouse, partner, de-facto, etc.

“**Effective Date**” means the date nominated by the **CP** or **CRB** as the date that the **CP** or **CRB**’s obligations (as applicable) under the PRDE become effective. The **Effective Date** may be the **Signing Date**, in which case the two dates will be the same. The **Effective Date** may be changed by written notice to the **PRDE Administrator Entity** at any time before the nominated date or, subject to the **PRDE Administrator’s Entity’s** agreement (which, for a **CP**, the **PRDE Administrator Entity** may make conditional on receiving advice from **CRBs** as to whether the **CP** has already obtained the **supply of credit reporting information**).

“**Elder abuse**” includes any act(s), or lack of appropriate action (including intentional or unintentional neglect) occurring within any relationship where there is an expectation of trust and which causes harm or distress to an older person. Elder abuse includes (but is not limited to), physical, sexual, emotional, psychological or financial abuse.

“**Eminent Person**” means an independent person who fits the criteria of **Eminent Person**, in accordance with the **Eminent Person** Terms of Reference, and who has consented to inclusion on the panel of **Eminent Persons**.

“**Financial Hardship Information**” has the same meaning as defined in the **Privacy Act**.

“**Hardship request**” has the same meaning as defined in the **CR Code**.

“**Industry Determination Group**” means a group formed by representatives of signatories, in accordance with the **Industry Determination Group** Terms of Reference.

“**Mortgage Insurer**” has the same meaning as defined in the **Privacy Act**.

“**Mortgage Insurance Purpose**” has the same meaning as defined in the **Privacy Act**.

“**Non-compliant conduct**” means conduct which breaches this PRDE.

A **CP** “on-supplies” **partial information** or **comprehensive information** (excluding that component of **partial information** and **comprehensive information** which is **negative information**) when it discloses that information to another **CP**, a **Designated Entity** or **Securitisation Entity** or, if a **CP** has nominated a **Designated Entity**, makes information available for use between the **CP** and its **Designated Entity** or **Designated Entities**.

“**Participation Level Threshold**” has the meaning given to it by paragraph 30 of this PRDE.



“**PRDE Administrator Entity**” means the Reciprocity and Data Exchange Administrator Pty Ltd (ACN 606 611 670), a subsidiary of the Australian Retail Credit Association Ltd (ACN 136 340 791).

“**Principal CP**” has the meaning set out in paragraph 42A.

“**Privacy Act**” means the *Privacy Act 1988* as amended from time to time (including by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) and includes Regulations made under that Act, and the *Privacy (Credit Reporting) Code 2014* (CR Code) registered pursuant to that Act.

“**Publication Timeframe**” means the timeframe for the **ACRDS** which identifies when each version, sub-version and release of the **ACRDS** will be published, implemented and retired.

“**Rectification Plan**” has the same meaning as defined by the **SRR**.

“**Repayment History Information**” has the same meaning as defined in the **Privacy Act**.

“**Respondent party**” has the meaning set out in paragraph 66 or 66A (as relevant).

“**Reporting party**” has the meaning set out in paragraph 66 or 66A (as relevant).

A **CRB** “**supplies**” credit reporting information when it discloses that information to a **CP** in circumstances permitted by the **Privacy Act** and in response to an **access request**.

“**Securitisation entity**” means an entity which is not a **Mortgage Insurer** or a **Trade Insurer**, but which is engaged to assist a **CP** for a **securitisation related purpose**.

“**Securitisation related purpose**” has the same meaning as defined in the **Privacy Act**.

A “**services agreement**” is an agreement which is intended (whether expressly stated or otherwise) to enable a **CRB** to assist a **CP** to assess and manage its consumer credit risk (as determined by the **CP**) and includes an agreement between a **CRB** and a related body corporate of a **CP** if that agreement is intended to assist the **CP** to assess and manage its consumer credit risk. The agreement will include, in addition to other provisions, an agreement between a **CRB** and **CP** for the **contribution** of **credit information** and/or **supply** of **credit reporting information** (as applicable). For the avoidance of doubt, a **services agreement** does not include an agreement which has been suspended or is an agreement for the **contribution** of personal information (which may include **credit information**) solely for identity verification purposes pursuant to the relevant provisions of the *Anti-Money Laundering and Counter-Terrorism Finance Act 2006* (as amended from time to time).

“**Signatory**” in relation to a **CP** or **CRB**, means a **CP** or **CRB** that has chosen to be a **signatory** to this PRDE by signing the **Deed Poll** and has not withdrawn from its participation in this PRDE in accordance with the **Deed Poll**.

“**Signing Date**” means the date that a **CP** or **CRB** executes the **Deed Poll**.

“**Start-up**” means a **CP** that has been recently established and which has, as at their **Effective Date**, not opened any consumer credit accounts, including for any **Designated Entity** (other than accounts described in item 6 of Schedule 1).

“SRR” means the Standard Reporting Requirements which are the standards used for reporting compliance with this PRDE.

Three “Tier Levels” have been established for the **supply** by a **CRB** to a **CP** of **credit reporting information**, the **contribution** by a **CP** to a **CRB** of **credit information**, and the **on-supply** by a **CP** of **credit eligibility information**:

- a) “**negative information**” means:
  - i) **credit information** about an individual other than **consumer credit liability information, repayment history information or financial hardship information**; and
  - ii) **CP derived information** and **CRB derived information** which is not derived wholly or partly from **consumer credit liability information, repayment history information or financial hardship information**.
- b) “**partial information**” means:
  - i) **credit information** about an individual other than **repayment history information or financial hardship information**; and
  - ii) **CP derived information** and **CRB derived information** which is not derived wholly or partly from **repayment history information or financial hardship information**.
- c) “**comprehensive information**” means all **credit information, CP derived information** and **CRB derived information** about an individual.

“**Trade Insurer**” has the same meaning as defined in the **Privacy Act**.

“**Trade Insurance Purpose**” has the same meaning as defined in the **Privacy Act**.

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## SCHEDULE 1

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Account exceptions (paragraph 33 above)

1. Margin Loan accounts being a loan product where the products purchased (using the loan funds) are shares and the loan security is the shares purchased.
2. Novated Lease accounts.
3. Flexible Payment Option accounts being an account facility offered on charge card products that enables consumers, pursuant to the terms and conditions of the account, to revolve or defer payment of their outstanding balance.
4. Overdrawn deposit or transaction accounts that are not formal overdrafts.
5. Accounts that are subject to the residential investment property loans exemption in section 65C of the *National Consumer Credit Protection Regulations 2010* (as varied from time to time).
6. Accounts that are created as part of the testing of a new product provided:
  - the accounts are only offered to individuals connected to the CP (e.g. staff; contractors; staff of partners or vendors involved in the product development) and are not offered to the general public;
  - the number of accounts created as part of the testing of the new product does not exceed 250; and
  - the account has not been open for more than 6 months.

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## SCHEDULE 2

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**Repayment History Information reporting exceptions** (paragraph 33A above)

1. The 'month' applicable to the **repayment history information** does not meet the 'month' definition in the Privacy (Credit Reporting) Code 2014.
2. The 'month' applicable to the **repayment history information** overlaps with a previous 'month'.
3. The monthly payment that is due in relation to the consumer credit is the result of a Part IX or Part X debt agreement pursuant to the Bankruptcy Act 1966 (Cth).
4. The obligation to make a monthly payment in relation to the consumer credit (the payment obligation) is in dispute in its entirety by the individual and is under investigation on the basis the balance of the consumer credit relates to an unauthorised transaction or the consumer credit was fraudulently opened in the individual's name. This exception will apply only to the time period in which there is a

dispute as to liability. Once the dispute is resolved and if the individual remains liable, then RHI for the period of the dispute is no longer subject to this exception.

5. The CP and the customer have agreed to a **financial hardship arrangement** (or an arrangement that would be a **financial hardship arrangement** if it had been made on or after 1 July 2022) in response to a **hardship request** made before 1 October 2022 and the payment obligation for the month is affected by the arrangement (as described in paragraph 8A.1 of the CR Code). If the **financial hardship arrangement** was not made in response to a **hardship request**, this exemption applies if the **financial hardship arrangement** was made before 1 October 2022. In either case, this exemption continues to apply during any extension of the initial **financial hardship arrangement**.
6. The monthly payment obligation for a jointly held account is affected by a **financial hardship arrangement** and an account holder ('requesting account holder') or a person acting for the requesting account holder tells the CP that they believe that the **contribution of financial hardship information** by the CP may trigger another account holder to cause or threaten harm to the requesting account holder or another person.
7. The National Credit Code (NCC) does not apply to the consumer credit and:
  - a) the CP and the customer have agreed to an arrangement that would be a **financial hardship arrangement** if the NCC applied to the credit; and
  - b) the payment obligation for the month is affected by that arrangement.
8. The CP holds an Australian credit licence but the consumer credit relates to a non-financial services contract (such as a telecommunications or utility debt).