



## Policies for Use

The purpose of the Policy for Use document is to provide you with our current procedures to follow when you use any of our Information Services.

The Policies for Use document should be read in conjunction with the following documents:

- Use of Our Information Services
- Example Authorisation Clauses
- Frequently Asked Questions

### 1. Purposes For Accessing Our Consumer Credit Reporting Services

Credit reporters such as Equifax are directly regulated by the Office of the Privacy Commissioner. (the OPC) The OPC has issued a code of regulations called the Credit Reporting Privacy Code 2004, (the Code). The Code defines the information which may be reported about an individual and provides that you are only able to use the consumer credit reporting services if you are within Rule 11 of the Code.

Most commonly if you are:

- A debt collector, and you are enforcing a debt owed by the consumer concerned.

A "debt collector" is defined in the Code as "someone who is in the business of collecting debts";

- Where disclosure is necessary to enable an insurer to investigate a case of suspected insurance fraud.

Or any of the following:

- a **credit provider**, or the agent of a credit provider, and you are:
  - making a credit decision affecting the consumer (credit decisions include related purposes such as debt collection);
  - providing that individual with a quotation of the cost of credit;
  - verifying the identity of that individual in accordance with the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;
- a **prospective landlord**, or an agent of a prospective landlord and you are assessing the credit worthiness of the consumer as a prospective tenant or guarantor of a tenant;
- a **prospective employer**, or an agent of a prospective employer, if you are undertaking a pre- employment check for a position involving significant financial risks;
- a **prospective insurer**, or an agent of a prospective insurer;
  - making a decision on the **underwriting or continuation of insurance** in respect of a credit related transaction relating to the consumer;
  - verifying the identity of that individual in accordance with the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009

(AML/CFT legislation) in respect of a credit related transaction relating to the consumer;

In all of the above cases except debt collector and where disclosure is necessary to enable an insurer investigating suspected fraud you have to obtain the individual's consent (authority) to access their credit file.

Rule 11 of the Code sets out the circumstances where credit reporters may disclose credit information to defined classes. There are defined but limited classes in the Rule. These may apply to Government agencies, if you are taking court or tribunal proceedings against a consumer, or if you are using the information in a way that does not identify the consumer. You should take independent legal advice if you are unsure about whether an access might apply to you.

You should only apply for the specific accesses which you are eligible for. The application form for Information Services does not elaborate on every access. Instead the less common accesses are aggregated under the heading of *Other* and they only apply to what is permitted under rule 11. If you seek such an access you may be asked to provide evidence that you qualify for this access. The Code applies to our consumer credit information services.

Each time you use our consumer credit reporting service, you must tell us the purpose for which you are using it before information is supplied to you. You must not use the information we supply to you for any other purpose. For instance, if you tell us you are using the service as a Credit Provider, you are not permitted to use the credit information for any other purposes.

When we undertake our systematic monitoring reviews we may monitor use of our systems and the purpose for which you access the information; and we may ask you to show us how you have used our information. Your subscriber agreement terms oblige you to respond to our requests for information. This enables timely compliance in the context of a complaint and in the context of monitoring.

## **2. Our Consumer Credit Reporting Services**

Our consumer credit reporting services allow you to obtain credit information about individuals. We provide access to these services in accordance with the Credit Reporting Privacy Code 2004 (the Code).

To access our consumer credit reporting services, you need to provide us with the requested information in the enquiry fields which we then use to generate a credit report. You will need to complete some mandatory fields when using our services.

You must not use a consumer credit report in order to verify the identity of an individual - this may adversely affect the individual's credit record by recording credit inquiries against their file. We have other services available to you if you wish to verify an individual's identity. Specifically our Identity Plus product was custom designed for the stipulated Know Your Customer verification under the AML/CFT legislation.

Amendment 7 to the Code requires credit reporters to exclude from scoring any verification accesses made. Misuse of credit checking to enable AML verification could lead to breaching the Code by adversely affecting the individual's credit score. It may also not conform to the authorisations given to the subscriber by that individual. You should take your own independent legal advice to address these aspects.

### 3. Driver Licence information (for Matching)

The Code sets out requirements for the collection, use and disclosure of New Zealand Drivers Licence (Drivers Licence) information received by you and which you provide to us. (See Schedule 5 of the Code.)

If an individual applies for credit you must make it clear that the presentation of their Drivers Licence is voluntary.

We will use the Drivers Licence information that you have provided to us to check the individual on our system and to check whether the Drivers Licence is current; the numbers relate to a licence issued by the New Zealand Government and has not been reported lost or stolen.

To do this we will match the Drivers Licence number and the Drivers Licence version number provided. If we find that there is not a match we will return the number to you to contact your customer. We may also use the Drivers Licence to retrieve and match to individuals on the bureau.

In addition to the mandatory fields, you need to provide us with the information in the other fields. You need to know that the extent and quality of the data that you have captured has an effect on the data matching and content of information returned in a credit report.

#### Consumer Credit Report Enquiry Fields

	Mandatory	Recommended
Access Purpose Code	X	
Consent	X	
Consumer Surname	X	
Consumer First Name	X	
Consumer Second Name		X
Date of Birth		X
Gender		X
Current Address	X	
Previous Address x 2		X
Driver Licence number and version number		X

The consumer credit reporting service will return the following fields to you:

#### Consumer Credit Report Response Segment

The following information will be returned in each response:

File Number	Consumer Personal	This Inquiry
Consumers Name	Consumers Address	

The following information will be returned if it is available:

Cross Reference	Bankruptcy Address	Fraud Closed User Group Inquiry Data
Notes	Bankruptcy Text	Corrections
Default	Public Notice	Corrections Text
Default – Collection Agency	Public Notice Address	
Judgment	Lost or Stolen	Comprehensive Account Data
Bankruptcy	Company Officer Details	Comprehensive Payment History

**Note:** If you request our third party validation services at the same time as accessing a credit report you will also receive such information in your response. Please refer to the relevant third party validation services in this policies document.

You need to retain a record as evidence of the customer’s consent (authorisation) as outlined in Point 19 Record Retention and Destruction. (Refer to Example Authorisation Clauses for the various clauses that may be printed on the bottom of your forms, displayed on your website or spoken to by an operator). Our regulator requires this.

#### 4. Our Commercial Credit Reporting Services

Our commercial credit reporting services allow you to obtain credit information about incorporated organisations and so are not governed by any privacy legislation. However our Commercial Plus service does provide credit information about the individual directors, officers, trustees of the incorporated organisation.

Therefore we provide access to our Commercial Plus service in accordance with the Credit Reporting Privacy Code 2004 and the policies for use of our consumer credit reporting service applies to the information about directors, officers and trustees you request and we supply.

To access our commercial credit reporting services, you need to provide us with information in the search and inquiry fields which we then use to generate a credit report. Select to search by the Organisation Name or by the Registration Number. You will need to complete the Credit Inquiry Information as the Account Type is a mandatory field when using our services.

In addition to the mandatory fields, you need to capture details in the other fields. Keep in mind that the extent and quality of the data captured has an effect on the data matching and content of information returned in a credit report.

## Commercial Credit Report Enquiry Fields

Field	Mandatory	Recommended
Registration Number		X
Registered Name		X
Consent (Commercials Plus Inquiry)	X	
Credit Inquiry Information	X	

The commercial credit reporting service will return the following fields to you:

## Commercial Credit Report Response Segments

The following information will be returned in each response:

Inquiry Number	Organisation Detail	Summary
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The following information will be returned only if it is available:

Previous Name(s)	Shareholders Shareholder Address	Court Judgments
Addresses	Directors, Officers, Trustees Address Documents Registered Personal Property Securities Register	
	Previous Inquiry	Known Company
	Public Notices Payment Defaults Court	Trade Suppliers Industry Exposure Trade

## 5. Our Consumer Credit Default Reporting Service

Consumer credit default reporting allows you to list and update information about overdue credit amounts owed to you on our consumer credit reporting database. Default amounts must be for \$100.00 or more.

Before you list consumer default information you must have taken steps to recover the overdue amount and it must have been overdue for more than 30 days.

You must have given written notification to the consumer before you list the credit defaults and ensure that the individual has previously authorised you to list default information with us and for us to supply it as part of our services (except if you are a debt collector).

You must ensure that you are not prevented by or under any law from bringing proceedings against the individual to recover the overdue payment which is the subject of the default.

It is your responsibility to ensure that default information is updated so that it remains accurate, up to date and complete.

We provide a facility for listing and updating large volumes of default information in bulk. If you would like to use this facility you can contact the Data Services Team by e-mailing them on [dataservices@equifax.com](mailto:dataservices@equifax.com). They will assist you and provide you with guidance on the requirements.

When consumer default information is listed you need to ensure that you complete the mandatory fields and where possible capture the other information in the fields provided for this purpose. The quality and accuracy of data captured will have an effect on the data matching and content information in the credit report produced.

#### Consumer credit defaults

	Mandatory	Recommended
<b>Client account Reference ID</b>	X	
<b>Account Type Code (e.g. credit card)</b>	X	
<b>Joint Liability Flag</b>	X	
<b>Default Original Amount</b>		X
<b>Default Status Type (e.g. paid, unpaid, Settled)</b>	X	
<b>Account Opened Date</b>		X
<b>Narratives</b>		X
<b>Total Loan Amount</b>		X
<b>Default Date</b>	X	
<b>Default Status Date</b>	X	
<b>Default Balance Amount (incl. Collections &amp; other fees)</b>	X	
<b>Consumer Surname</b>	X	
<b>Consumer First Name</b>	X	
<b>Consumer Second Name</b>		X
<b>Gender</b>		X
<b>Date of Birth</b>		X
<b>Occupation</b>		X
<b>Employer</b>		X
<b>Current Address</b>	X	
<b>Previous Address</b>		X

## 6. Our Commercial Default Reporting Services

Commercial default reporting allows you to list and update information about overdue amounts owed to you on our commercial credit reporting database.

Before you list commercial default information you must have taken steps to recover the overdue amount and it must have been overdue for more than 30 days.

It is your responsibility to ensure that default information is updated so that it remains accurate, up to date and complete.

Where you provide us with commercial default information you will need to complete some mandatory fields.

When commercial default information is listed you need to ensure that you complete the mandatory fields and where possible capture the other information in the fields provided for this purpose. The quality and accuracy of data captured will have an effect on the data matching and content information in the credit report produced.

### Company defaults

	Mandatory	Recommended
Registration Number	X	
Registered Name	X	
Trading Name - show address		X
Address / option to	X	
Filed Date	X	
Date Opened		X
Account Reference		X
Account Type		X
Default Amount Owing	X	
Date of Default	X	
Default Type	X	

## 7. Our Identity Plus Service

Our Identity Plus Service is a consumer credit reporting service that was designed to allow you to undertake verification for customer due diligence under AML/CFT legislation by way of electronic identity verification. This service has been developed to assist our subscribers in meeting: Know Your Customer obligations under the Anti-Money Laundering and Countering Financing of Terrorism (AML/CFT) Act 2009. We provide access to this service in accordance with the Credit Reporting Privacy Code 2004.

It is possible that the information provided in the service might be relevant where disclosure is necessary to enable an insurer investigating fraud. You must tell us if you believe this applies to you. You may be asked to provide evidence if you are applying for this kind of access in order to use this product.

Because this service is a consumer credit reporting service, the requirements in Section 1 above regarding use for a particular purpose, authorisation by the individual you are enquiring about (for AML verification) and our ability to monitor your use of the service, continue to apply.

Details of our Identity Plus service are available in our Product Summary and in specifications issued from time to time. You will need to comply with any data input requirements in the Product Summary and/or specifications.

## 8. Accessing All Of Our Third Party Validation Services

We provide access to our third party validation services in accordance with the Privacy Act 1993. Our third party validation services are provided for the sole purpose of confirming identification details.

You must not use the information we provide to you when you use our third party validation services for any other purposes (including for credit reporting or assessment of credit-worthiness).

You can access our third party validation services as stand-alone services or at the same time as accessing a credit report.

When we undertake our systematic monitoring reviews we may monitor use of our systems and the purpose for which you access the information then and we may ask you to show us how you have used our information.

## 9. Our Third Party Driver Licence Validation Service

Our third party Driver Licence validation service allows you to verify Driver Licence details with Land Transport New Zealand Transport Agency (NZTA).

To access this service you need to provide us with information in the enquiry fields. Some fields will be mandatory while the Date of Birth field is recommended.

	Mandatory	Recommended
<b>Driver Surname</b>	X	
<b>Driver First Name</b>	X	
<b>Driver Second Name</b>		X
<b>Date of Birth</b>		X
<b>Driver Licence Number</b>	X	
<b>Driver Licence Version Number</b>	X	
<b>Client Reference Number</b>	X	



### Third Party Driver Licence Validation Response Fields

The following information will be returned in each response:

Driver Surname	Client Reference	First Name Match
Driver First Name	Driver Licence Match	Middle Name Match
Driver Licence Number	Last Name Match	Date of Birth Match
Driver Licence Version		

The following information will be returned only if it is available.

Driver Second Name

### 10. Our Electronic White Pages Validation Service

Our Electronic White Pages service allows you to check that a telephone number is valid for a name or to retrieve a list of White Pages entries for a name and address.

To access this service you need to provide us with information in the enquiry fields. Some fields will be mandatory, other fields are recommended.

	Mandatory	Recommended
<b>Surname or Business Name</b>	X	
<b>Additional Name</b>		X
<b>Area Code</b>	X	
<b>Telephone Number</b>	X	

The following information will be returned in each response:

Result Status	Text	Result Status Description
Displayed Data		

The following information will be returned only if it is available:

Phone Type

### 11. Our Property Ownership Validation Service

Our property ownership validation service allows you to verify property ownership details with information obtained from Land Information New Zealand (LINZ) or Quotable Values New Zealand (QVNZ).

To access this service you need to provide us with information in the enquiry fields. Some fields will be mandatory, other fields are recommended.

	Mandatory	Recommended
Company Name		X
Individual Surname		X
Individual First Name		X
Individual Second Name		X
Street Number		X
Street Name	X	
Street Type		X
Suburb		X

### Property Ownership Validation Response Fields

The following information will be returned in each response:

Verified

The following information will be returned only if it is available:

Property Owner	Street Name	Region Description
Street Number From	City/District	Property Reference
Street Number To	Region Code	

## 12. Use of User ID's and Codes

When we give you a user name, password, or other identifier to use any of our information services, you must keep the identifier confidential. You are responsible for all use of that identifier. If we ask you to, you must stop using that identifier, or use a replacement identifier we give you.

Where we provide you a user identification code (user ID) to use our information services, you must ensure only one staff member uses that user ID and that you keep records of which staff member uses the User ID. (Refer to Section 14 below User Access Framework for more information).

We can set up multiple User IDs for your staff. Please contact us on 0800 653 309 to request new User IDs or to delete User IDs where they are no longer required. Requests for changes and additions should be made by those with the appropriate level of authorisation in your company. When you do this you will need to give us the following information:

- First Name;
- Last Name;
- Client Account Name; and
- Client Account Number.

It is your responsibility to maintain a User Access Framework for your organisation and to ensure it is always kept up to date when new Users are added or leave the organisation for

any reason (such as redundancy, resignation, retirement, deceased, dismissal) or for those staff members who transfer to other business areas within the organisation where access to our system is not part of their Job Description.

When any of these things occur you must advise us in writing within 5 working days to allow us to add and delete the Users to / from our system. If Users infrequently access our systems they may come to our notice when we do our systematic monitoring. It is your responsibility to ensure that policies, processes and controls are in place to manage, control and prevent this from happening. All communications to us must be made by people who have the appropriate level of authorisation in your organisation.

The upkeep of this framework also includes new appointments when staff members join your organisation.

### **13. Monitoring, Reviews and Compliance**

The Code obliges us to monitor and systematically review your usage of our consumer credit reporting services and regularly check your compliance with our agreement.

We may randomly monitor and review your adherence to the Subscriber Agreement Terms and Conditions and to your relevant internal policies, process and procedures as outlined in the Subscriber Agreement.

We may ask you to provide us with copies of the above documents including your User Access Management Framework and methodology used to ensure it is kept up to date. If we are alerted to any misuse from time to time and if we believe that you have breached the Subscriber Agreement during our systematic monitoring reviews we may suspend or terminate your use of our service.

If we ask you, you must provide:

- Copies of your policies and procedures for use of our consumer credit reporting services;
- Evidence to confirm you have:
  - Consent (authorisation) from an individual, or that you do not need one; and
  - Undertaken an enquiry only for the purpose you told us you were using our consumer credit reporting service for; and
  - Information identifying which of your Users has used our consumer credit reporting services.

You will need to nominate one person within your organisation or one contact person for each branch of your organisation, to be responsible for liaising with us and responding to our monitoring, review and compliance requests.

## 14. User Access Management Framework

We suggest the following best practice process. Your User Access Management Framework should always be kept up to date. You should have the mechanisms, systems and methodologies in place to control and manage who in your organisation has access to our systems and the purpose use code to do this.

### Your records should include:

- a. Your organisations staff members name
  - i. Contact person's name and contact details
  - ii. For each user per their access code, the date it was provided, the purpose, and if applicable, the date it was removed
- b. Agents and Principals
  - i. Name of agent
  - ii. Name of Principal
  - iii. Contact person's name and contact details for each of the above
  - iv. For each user per their access code, the date it was provided, the purpose, and if applicable, the date it was removed
- c. Framework controlled and managed at a central point in the organisation
- d. On-going communications to all staff members about the Privacy Act 1993
- e. On-going privacy training programmes
- f. Privacy Policy accessible to all staff members and reviewed annually

## 15. Agents and Principals

Organisations that subscribe as an Agent of a Principal must tell us who the principal is if we ask you to do so and must also comply with clause 8.7 of the Subscriber Agreement and with the Policies for Use. You must also maintain a User Access Framework in line with Section 14

If you subscribe as the agent of a principal, you must tell us who the principal is if we ask you; you must make sure you have proper authorisation, and you must make sure the principal is aware of and complies with all the obligations of these policies and the subscriber agreement. You must also comply with these obligations.

If your principal relies on a relevant authorisation from an individual in order to access our services you must give us details of that authorisation and be able to produce a record as evidence of that.

## 16. Consumer Complaints and Investigations

The Credit Reporting Privacy Code 2004 provides consumers with specific rights in relation to credit information held by credit reporters.

As a credit reporter and trusted custodian of information, we are responsible for investigating:

Complaints and queries can arise when various situations exist including but not limited to the following:

- where a customer disputes whether they received the required notification,
- where disputes are listed prior to the 30 day expiry period,
- in relation to a debtor or guarantor default where a creditor is prevented by or under any law from bringing proceedings against the individual to recover the overdue payment.

You need to have up to date policies, processes, procedures and on-going staff training programmes in place to ensure that your organisation understands the Privacy Act 1993, the Subscriber Agreement and the Policies for Use document.

Where an individual contacts us in connection with a dispute about an unauthorised access or any other query we will investigate this and may ask you to provide us with the relevant authorisation and/or customer consent to demonstrate compliance.

You must adhere to the procedures and timeframes for investigating complaints and responding to correction requests set out in the Privacy Act 1993. Where we ask for your assistance in adhering to these procedures and timeframes you must promptly co-operate with us and work with us to facilitate the fair, simple, speedy and efficient resolution of complaints and requests for correction.

If we believe that you have not complied with the Subscriber Agreement and conditions we may suspend or terminate your use of our services.

#### **17. Record Retention and Destruction**

You must retain either the original document or a scanned in copy of all the information relevant to your use of services and your obligations to us. Information that is relevant to the below categories must be kept for at least the retention period set out in the table below.

No	Types of Credit Information	Retention period
1.	Credit application information: <ul style="list-style-type: none"> <li>• Paper applications</li> <li>• On-line applications</li> <li>• Telephonic applications</li> </ul>	5 years from the date the application was made
2.	Credit account information (other than repayment history information) This includes: The following information reported by a credit provider about a credit account held by an individual: <ol style="list-style-type: none"> <li>(i) type of credit account;</li> <li>(ii) amount of credit extended;</li> <li>(iii) capacity of individual (such as account holder, joint account holder or guarantor);</li> <li>(iv) status of account as open or closed and:               <ol style="list-style-type: none"> <li>(A) date account was opened; and</li> <li>(B) if account closed, date account was closed;</li> </ol> </li> <li>(v) details of the credit provider;</li> <li>(vi) credit provider's client reference number; [and</li> <li>(vii) repayment history information in relation to the account]]<sup>3</sup></li> </ol>	2 years from date credit account was closed



3.	<p>Repayment history information. This includes:</p> <ul style="list-style-type: none"> <li>• Type of credit account</li> <li>• Amount of credit extended</li> <li>• Capacity of individual**</li> <li>• Status of account as open or closed and:</li> </ul> <ol style="list-style-type: none"> <li>1. Date account was opened</li> <li>2. Date account was closed (if it has been closed)</li> </ol> <ul style="list-style-type: none"> <li>• Details of the credit provider</li> <li>• Credit providers client reference number and</li> <li>• Repayment history information in relation to the account</li> </ul>	2 years from month following due date of periodic payment
4.	Credit default information relating to debtor credit default	5 years from date of default
5.	Credit default information relating to guarantor credit default	5 years from date of notification of debtor's default to guarantor
6.	Serious credit infringement information	5 years from date of action
7.	# Credit non-compliance action information.	6 months from date of action
8.	Confirmed credit non-compliance action information	5 years from date of action
9.	Previous enquiry record	5 years from date of enquiry
10.	Credit score	2 working days from date of creation

**# credit non-compliance action means an action done by an individual:**

(a) that a reasonable person would consider indicates an intention, on the part of the individual, no longer to comply with the individual's obligations in relation to credit; and

(b) where a subscriber has, after taking such steps as are reasonable in the circumstances, been unable to contact the individual about the action

\*\* Capacity of individual (applicant, joint account or guarantor). If you have outsourced your record retention and destruction function by way of a contractual arrangement you need to ensure that that third party is made aware of this. You need to have a Record Retention and Destruction Policy in place and we may ask you to provide it to us when we do random systematic monitoring.

## **18. Suppression of credit information**

Where an individual has lost or mislaid their identification document (e.g. passport) and or their bank cards and they believe that they could expose themselves to fraudulent activity, they can request us to suppress their credit file to prevent this from happening.

The initial suppression can stay on our system for 10 working days or be extended for a year or indefinitely if the individual requests this and we are satisfied upon reasonable grounds that the basis for the extension is compliant.

You will need to assist us if we need you to provide us with relevant documentation or confirmation where pre-existing credit accounts exist to establish that these are unaffected by third party fraud.

## **19. Direct Debit Forms**

Where a Subscriber elects to pay for the service by way of a Direct Debit then the following rulings need to be adhered to when completing the form:

The Account Name and Account Number written on the Direct Debit Form must be supported with either:

- a. Bank Account Verification (BAV) which has been bank stamped
- b. Copy of a Deposit Slip showing the account name and account number
- c. A copy of the Account Holders latest Bank Statement showing the account name and the account number to be debited. We need this to ensure that the name and account number are correct

## **20. B2B Access Procedures**

To access our system using the B2B Link (i.e. XML and Link), you will need to ensure that your system complies with our most up to date version of our system specifications to allow direct linking. Our most current version of our system specifications is available for use. If you would like more information please contact your Sales Representative or Business Development Manager.

Any system changes you need to make are your responsibility and at your cost. We may change these specifications from time to time, but we will always give you reasonable notice taking into account the time and cost impact this may have on your business. If we give you access to our client test area, you will use that test area in accordance with any particular instructions we give you.

You acknowledge that data on the test system is de-personalised and that the test system has different performance parameters than our "live" operational system.

All use of our test environment is entirely at your own risk, it is provided on an "as is" basis.